COUNCIL AGENDA
April 6, 2015
6:00 P.M., Council Chambers

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America
2. **Roll Call**
3. **Presentations**
   1. Missouri State Recognition
      Recognition for the Certification as a Continuing Missouri Registered City Clerk. Southwest Missouri City Clerks will recognize Joplin's Assistant City Clerk Barbara Gollhofer upon obtaining her Continuing Missouri Registered City Clerk Classification from Missouri State University Office of Access and Outreach.
   2. Proclamation Recognizing April As Fair Housing Month
   3. Mayor Seibert Will Present A Proclamation Designating April 7, 2015 As National Service Recognition Day
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. Financial Oversight Committee Report By Chairman John Groesbeck
      Discuss the recommendations for the golf course by Financial Oversight Committee Chairman John Groesbeck
6. **Citizen Requests And Petitions**
7. **Public Hearings**
   1. PUBLIC HEARING PROCEDURES
   2. Public Hearing For Community Improvement District
   3. RESOLUTION NO. 2015-001
      A RESOLUTION granting a Special Use Permit (First Request) to Natasha Russell for the operation of a family child care home located at 1415 South Michigan Avenue, in the City of Joplin, Jasper County, Missouri.

      Documents:

      SUMMARY SHEET RS 2015-001 FOR SUP 1415 SOUTH MICHIGAN AVE.DOC
      RS 2015-001 SUP 1415 SOUTH MICHIGAN AVE.DOCX
      RESOLUTION 2015-001 SUP 1415 SOUTH MICHIGAN AVE.PDF
   4. COUNCIL BILL NO. 2015-258
      AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 800 feet west of the intersection of 32nd Street and John Duffy Drive in Jasper County and Newton County, Missouri.

      Documents:

      SUMMARY SHEET CB 2015-258 VOL ANNEX 800 FT WEST OF 32ND AND JOHN DUFFY DR.DOC
      CB 2015-258 VOL ANNEX 800 FEET WEST OF 32ND STREET AND JOHN DUFFY DR.DOC
      COUNCIL BILL 2015-258 VOL ANNEX 800 FT WEST OF 32ND AND JOHN DUFFY DR.PDF
   5. COUNCIL BILL NO. 2015-259
      AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south to the current City of Joplin south boundary, to "Main Street" in the City of Joplin, Newton County, Missouri.

      Documents:

      SUMMARY SHEET CB 2015-259 RENAME HEARNES BLVD TO MAIN STREET.DOC
      CB 2015-259 RENAME HEARNES BLVD TO MAIN STREET.DOC
      COUNCIL BILL 2015-259 STREET NAME CHANGE HEARNES BLVD TO MAIN ST.PDF
8. **Consent Agenda**
   1. Minutes Of The March 16, 2015 Council Meeting

      Documents:

      MAR 16, 2015.DOCX
9. **Resolutions**
10. **Ordinances - Emergency**
    1. COUNCIL BILL NO. 2015- 120
       AN ORDINANCE approving the purchase of a property at 2727 E. 32nd Street, consisting of or 0.931 acres located in the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Eighty Thousand Five Hundred Eighty-eight and 00/100 dollars ($180,588.00) and containing an emergency clause.

       Documents:

       COUNCIL BILL 2015-120.PDF
       SUMMARY 2015-120.PDF
       LOCATION MAP CB 2015-120.PDF
    2. COUNCIL BILL NO. 2015-121
       AN ORDINANCE approving by and between the City of Joplin and Tri-State Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Eighty One Thousand Five Hundred and No/100 Dollars ($81,500.00) for the New Culvert System on Hill between Division and Mineral project in the City of Joplin,

Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents:

CB 2015- 121 HILL ST..PDF
LOCATION-MAP_CB-2015-121.PDF
SUMMARY SHEET HILL ST. CB 2015-121.PDF
AMENDMENT TO JOPLIN HILL ST DRNG.PDF

3. COUNCIL BILL NO. 2015-122
AN ORDINANCE approving by and between the City of Joplin and CJW Transportation Consultants, LLC. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Five Thousand Four Hundred and No/100 Dollars ($55,400.00) for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents:

CB 2015- 122 PETERS AVE.PDF
TS0614 PETERS AVE STORMWATER IMPROVEMENTS.PDF
LOCATION-MAP CB-2015-122.PDF
SUMMARY SHEET 2015-122 CJW AMENDMENT.PDF

4. COUNCIL BILL NO. 2015-123
AN ORDINANCE approving by and between the City of Joplin and TranSystems Corporation. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Nine Thousand Six Hundred Two and No/100 Dollars ($109,602.00) for the Ditch Improvements along the east side of Euclid Avenue between Rolla St. and Odessa St. project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents:

CB 2015-123-EUCLID.PDF
EXHIBIT EUCLID LOCATION MAP_2015_03_30.PDF
CONTRACT ADDENDUM 1.PDF
SUMMARY SHEET -2015-123 TRANSYSTEMS AMMENDMENT- 2015-.PDF

5. COUNCIL BILL NO. 2015-124
AN ORDINANCE approving a contract to Blevins Asphalt in the amount of One Million Four Hundred Fifty Four Thousand Five Hundred Thirty Six and no/100 Dollars ($1,454,536.00) for the Mill & Overlay Project in the Recovery Zone project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

Documents:

SUMMARYSHEET - 2015-124 GSTA12-II_CONSTRUCTION-CONTRACT.PDF
CB 2015- 124 MILLING.PDF
JOPLIN RECOVERY ZONE OVERLAY.PDF

6. COUNCIL BILL NO. 2015-125
AN ORDINANCE approving a contract with Southard Construction in the amount of Thirty One Thousand Seven Hundred Fifty Two and 80/100 Dollars ($31,752.80) for the Murphy & Minnesota Intersection project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause and pending approval by MoDOT;

Documents:

SUMMARY SHEET MURPHY CB 2015-125.PDF
CB 2015-125 MURPHY.PDF
BID TAB FORM.PDF

7. COUNCIL BILL 2015-352
AN ORDINANCE approving a development agreement between Wal-Mart Real Estate Business Trust and the City of Joplin for the relocation of the entrance into Cunningham Park/Swimming Pool parking lot and containing an emergency clause.

Documents:

DEVELOPEMENT AGREEMENT - ATTACH 1.PDF
SUMMARY SHEET- WALMART 3-30-15.PDF
CB 2015-352.PDF

8. COUNCIL BILL 2015-353
AN ORDINANCE authorizing the City of Joplin to amend the Agreement with TriState Engineering for Civil Site Engineering Services to include additional stormwater improvements in the planning and coordination of the new library and associated infrastructure at 20th & Connecticut; authorizing the City Manager to execute said Amendment to the Agreement in substantially similar form; and containing an emergency clause.

Documents:

1 TRISTATE SUMMARY AMENDMENT 1.PDF
2 CB 2015-353.PDF
3 JOPLIN ENGINEERING WORK AUTHORIZATION 1 - 2015.PDF
4 SCOPE AMEND 1.PDF
5 STORM DRAIN PROPOSAL-JOPLIN PUBLIC LIBRARY_MAP.PDF

9. COUNCIL BILL NO. 2015-504
AN ORDINANCE approving a Petition to Establish the Hope Valley Community Improvement District and creating the Hope Valley Community Improvement District; and containing an emergency clause.

Documents:

CB 2015-504 GREENSHEET HOPE VALLEY CID PETITION.PDF
CB 2015-504 HOPE VALLEY CID PETITION.PDF
HOPE VALLEY CID PETITION EXHIBIT A.PDF

10. COUNCIL BILL NO. 2015-505
AN ORDINANCE approving a Cooperative Agreement among the City of Joplin, Missouri, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc. and authorizing the City Manager to execute the Agreement; and containing an emergency clause.

Documents:

CB 2015-505 HOPE VALLEY COOPERATIVE AGREEMENT GREENSHEET.PDF
CB 2015-505 HOPE VALLEY COOPERATIVE AGREEMENT ORDINANCE.PDF
HOPE VALLEY COOPERATIVE AGREEMENT EXHIBIT A.PDF

11. COUNCIL BILL NO. 2015-506
AN ORDINANCE approving a Tax Increment Financing Contract for the Hope Valley Tax Increment Financing Redevelopment Plan and authorizing the City Manager to execute the Contract; and containing an emergency clause.

Documents:

CB 2015-506 HOPE VALLEY TIF REDEVELOPMENT CONTRACT GREENSHEET.PDF
CB 2015-506 HOPE VALLEY TIF REDEVELOPMENT CONTRACT ORDINANCE.PDF
HOPE VALLEY TIF REDEVELOPMENT AGREEMENT.PDF

12. COUNCIL BILL NO. 2015-606
AN ORDINANCE authorizing the acceptance of a grant from the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

Documents:

GREEN SHEET CB 2015-606 MODOT AIR SERVICE GRANT.DOCX
CB 2015-606 MODOT AIR SERVICE GRANT.DOC
CB 2015-606 GRANT AWARD LTR 2015.PDF
CB 2015-606 AC02_AIRPORT_AID_FOR_AIR_SERVICE_PROMOTION_2015.DOC

13. COUNCIL BILL NO. 2015-607
AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for a GA Apron Rehabilitation at the Joplin Regional Airport on and emergency basis.

Documents:

GREEN SHEET CB 2015-607 CMT GA APRON DESIGN CONTRACT 2015.DOC
CB 2015-607 CMT DESIGN CONTRACT GA APRON REHAB (3).DOC
CB 2015-607 JLN_AIR156-90A_APRON_REHAB_TA_LTR.PDF
CB 2015-607 CMT GA RAMP REHAB DESIGN CONTRACT.PDF

11. **Ordinances - First Reading**
12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**

1. APPOINTMENTS TO BOARDS AND COMMISSIONS
2. NEWS FROM THE PIO
3. CLOSED SESSION

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. 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)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: RESOLUTION NO. 2015-001
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 3/9/2015

Recommended Action: Planning and Zoning Commission recommended approval for a two-year Special Use Permit by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 005-15: 1415 South Michigan Avenue – A request for a Special Use Permit (first request) for the operation of a family child care home – Natasha Russell.

STAFF SUMMARY:
The applicant is requesting a permanent Special Use Permit to operate a family child care home at 1415 South Michigan Avenue. The Permittee will be renting this duplex. Children at this facility will be from birth to three (3) years of age; there will be no more than five (5) children cared for at one time.

The following items are conditions for consideration of the Special Use Permit:

1. This Special Use Permit is issued to Natasha Russell for the operation of a family child care home at 1415 South Michigan Avenue.
2. The permit shall be valid for two (2) years renewable in May, 2017.
3. Care shall be given to no more than ten (10) children not related to the provider.
4. One (1) parking space for each employee shall be provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.

8. The operator of the facility located at 1415 S Michigan shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Natasha Russell appeared to request a Special Use Permit for the operation of a home day care.

Mr. Duncan asked Ms. Russell if there would no more than five children as stated on her application. She is requesting licensing for 10 children, with the facility operating for no more than 10 hours per day. The hours of operation will be from 7:30 a.m. to 5:30 p.m., with her and her family using the property as residential when the child care home is not in operation.

Mr. Eastman asked Ms. Russell if the residents to the south are aware of her plans, and she replied that they are. Mr. Eastman asked about the tenants next door, and Ms. Russell replied they were outside when the fire marshal came to visit her property. She explained who she was and why the fire marshal was there.

Mr. Ramsour asked Ms. Russell if she is altering the building to accommodate this operation. She is installing carbon monoxide detectors and hard wired smoke alarms, along with erection of fencing for a play area. She will also construct two ramps, one at the front entrance and one at the side entrance as per the fire marshal's orders.

Mr. Ramsour asked if the children will enter the facility on the north side of the building. Ms. Russell replied there will be two entrances, one on the north side and one on the east side.

Mr. Cortez asked Ms. Russell if she is leasing this building from Sally Nichols, and she replied yes. Mr. Cortez asked Ms. Russell if she has Ms. Nichols' permission to operate this day care, and she replied that Ms. Nichols is agreeable with the operation. The City of Joplin asked Ms. Nichols for the legal description for the property.

Mr. Cortez asked Ms. Russell if she is caring for any children at this location at this time, and she replied she is not. Mr. Cortez asked Ms. Russell if she will begin advertising for her business once the Special Use Permit is approved, and she replied she already has business lined up. The city and state fire marshals and the child care licensing bureau from Springfield have visited the property, with the sanitation bureau visiting the property later this week. She will begin keeping children once she has met all of their requirements, and they have re-inspected the property.

Mr. Smith asked if there will be no off-street parking once the fence is erected, and Ms. Russell replied that is correct. She has a long driveway in front of the house, with a gravel driveway around the back since duplexes are adjacent to the back of the property.

PUBLIC COMMENT:

None.

P & Z Case 005-15
Natasha Russell
(P & Z Recommended approval for a two-year Special Use Permit)

RESOLUTION NO. 2015-001

A RESOLUTION granting a Special Use Permit (First Request) to Natasha Russell for the operation of a family child care home located at 1415 South Michigan Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on March 9, 2015, recommended that a Special Use Permit be granted to Natasha Russell for the operation of a family child care home located at 1415 South Michigan Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on April 6, 2015, in compliance with said request;

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

That a Special Use Permit be granted to Natasha Russell for the operation of a family child care home in the City of Joplin, Missouri, on the following described real estate, to-wit:

> All of lots numbered three hundred seven (307) and three hundred eight (308) in Campbell's Eighth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the South one-half of that portion of vacated Fourteenth Street lying North of and adjoining lot numbered three hundred seven (307) in Campbell's Eighth Addition to the City of Joplin.

and the said Special Use Permit is hereby issued with the following conditions and made a part thereof:

1. This Special Use Permit is issued to Natasha Russell for the operation of a family child care home at 1415 South Michigan Avenue.
2. The permit shall be valid for two (2) years renewable in May, 2017.
3. Care shall be given to no more than ten (10) children not related to the provider.
4. One (1) parking space for each employee shall be provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.

7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.

8. The operator of the facility located at 1415 S Michigan shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.

9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.

10. Any other conditions set by the City Council of the City of Joplin.

The violation of any condition set forth in this Resolution shall be interpreted as a violation of Appendix 29-A (Zoning Code) of the Municipal Codes of the City of Joplin and shall be administered in accordance with the provisions of Section 34 (Violation and Penalty) of Appendix 29-A of that Code. Conviction in Municipal Court for violation of any condition as set forth in this Resolution shall cause the immediate termination of this Special Use Permit and require the applicant as named in Item No. 1 above to reapply for renewal.

The Municipal Planner is hereby authorized and directed to issue said permit to Natasha Russell in accordance with the plans and specifications on file in the Office of the Building Official.

The City Clerk is hereby ordered to file this Resolution 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 _____ day of _____, 2015.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

Z&P Meeting: March 9, 2015
City Council Meeting: April 6, 2015

STAFF PLANNING REPORT
Special Use Permit

CASE 005-15: A request for a Special Use Permit (1st Request) for the operation of a family child care home.

LOCATION: 1415 S Michigan Ave

APPLICANT: Natasha Russell

REQUESTED USE: Family Child Care Home

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-2, Residential Duplexes	Residential	15,000 sq ft

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-2	R-1	R-2	R-2
Land Use	Duplex	Single family residential	Duplex	Duplex

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Michigan Avenue	Secondary	60'
14th Street	Secondary	50'

IS OFF STREET PARKING PROVIDED?

Yes. Parking is provided on site.

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

No.

DISCUSSION:

The applicant is requesting a permanent Special Use Permit to operate a family child care home at 1415 S Michigan Ave. The Permittee will be renting this duplex. Children at this facility will be from birth to three (3) years of age; there will be no more than five (5) children cared for at one time.

CONDITIONS FOR CONSIDERATION:

1. This Special Use Permit is issued to Natasha Russell for the operation of a family child care home at 1415 S Michigan Ave.
2. The permit shall be valid for two (2) years renewable in May 2017.
3. Care shall be given to no more than ten (10) children not related to the provider.
4. One (1) parking space for each employee shall be provided.
5. Compliance with all provisions of Code of State Regulations, Title 19 – Department of Health and Senior Services, Division 30 – Division of Health Standards and Licensure, Chapter 60 – License-Exempt Child Care Facilities, Chapter 61 – Licensing Rules for Family Day Care Homes RSMo, as amended is required.
6. The compliance with all provisions of the Fire/Safety codes as required by the State Fire Marshal is required.
7. The number of children allowed in the facility at any one time shall be limited to the amount determined by the Department of Health and Senior Services, Bureau of Child Care.
8. The operator of the facility located at 1415 S Michigan shall provide information from a certified laboratory indicating that the corrected lead levels for lead in the soil does not exceed 400 ppm (parts per million) as required by the Missouri Department of Health letter to the City of Joplin dated August 30, 1995. This condition is placed on those areas for the permitted Child Care Facility used as playgrounds by the children under the Permittee's supervision.
9. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
10. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 005-15.

SPECIAL USE PERMIT APPLICATION

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.: 005-15
Filing Fee: $ 350.00
Date Advertised: 2-22-15
Date Notices Sent 2-24-15
Public Hearing Date: 3-9-15

APPLICANT: Natasha Russell PHONE: 417-317-6338
ADDRESS: P.O. Box 97 ZIP: 64858
OWNER: Sally Nichols PHONE: 417-850-5301
ADDRESS: 2623 S. Michigan Ave. ZIP: 64804
LOCATION OF PROPERTY: 1415 S. Michigan Ave.
*LEGAL DESCRIPTION:

PRESENT ZONING CLASSIFICATION: ~~R-1~~ R-2 ACREAGE: 0.344
PRESENT USE OF PROPERTY: Residential

PROPOSED LAND USE ACTIVITY: Residental / Child care home

ADJACENT ZONING AND LAND USE:

	Land Use	*Zoning
North	Duplex	R-2
South	Duplex	R-2
East	Residential	R-1
West	Duplex	R-2

Does the proposed special use meet the following standards? If yes, attach a separate sheet explaining why.

	Yes	No
1. Is deemed necessary for the public convenience at that location.	☒	☐
2. Is so designed, located, and proposed to be operated that the public health, safety, and welfare will be protected.	☒	☐
3. Is found to be generally compatible with the neighborhood in which it is proposed.	☒	☐
4. Will comply with the height and area regulations of the district in which it is located unless specifically granted.	☒	☐
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in the zoning regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential use from any injurious effect.	☒	☐
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.	☒	☐

Should this special use be valid only for a specific time period? Yes ☒ No ☐

If Yes, what length of time? 2 years

SIGNATURE: Natasha J Russell DATE: 2-19-15

BY: Natasha Russell TITLE: _____

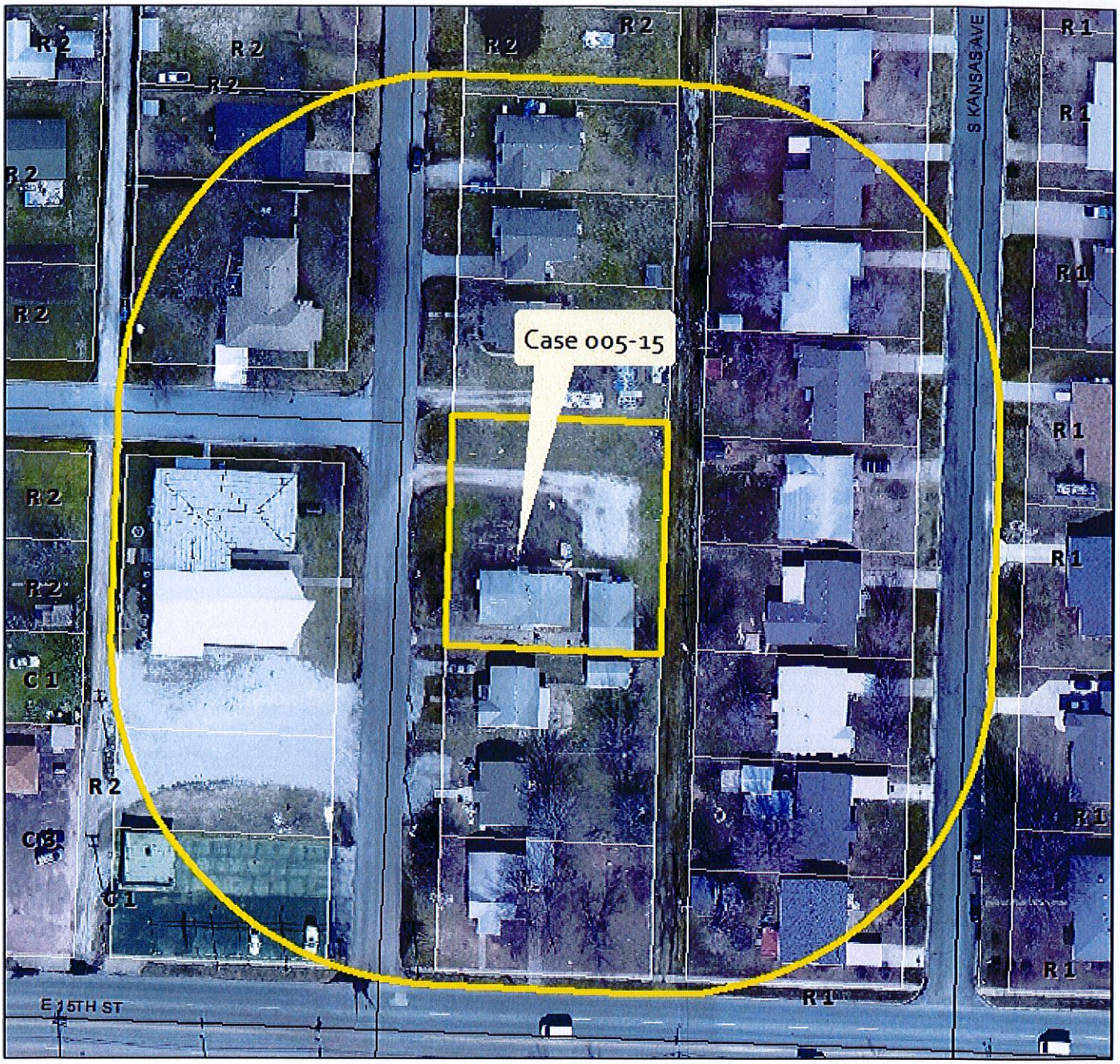
Attachments Required:

1. One copy of a legal description of the property on which the use is to be located.
2. One copy of the necessary descriptive material related to the intensity and extent of the proposed use, including any traffic conditions that may result; any danger from fire hazards; how the proposed use may effect the character of the surrounding properties; and how the proposed use will benefit the City of Joplin

The Special Use Permit that will be issued will have set of conditions that will require information regarding the following: (Additional conditions may be imposed by the Commission and Council)

1. Hours of Operation. 7:30-5:30
2. Days of Operation. Mon-Fri. Occassional weekends
3. Number of Off-street Parking Spaces. _____
4. Signs (Generally signs are limited to one sign not larger that one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) None
5. Number of Assistants or employees. none
6. Nature of the Business. Child Care
7. Location of the Business. 1413 S. Michigan Ave.

Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.



0 100 200 400 Feet

Case 005-15 A request for a Special Use Permit at 1415 S Michigan to operate a family child care home. Current zoning is R-2, residential duplexes - Natasha Russell.

N

Case 005-15: 1415 South Michigan Avenue – A request for a Special Use Permit (first request) for the operation of a family child care home – Natasha Russell.

Mr. Eastman opened the public hearing for Case 005-15.

Ms. Natasha Russell, 1415 South Michigan Avenue, Joplin, appeared to request a Special Use Permit for the operation of a home day care.

Mr. Duncan asked Ms. Russell if there would no more than five children as stated on her application. She is requesting licensing for 10 children, with the facility operating for no more than 10 hours per day. The hours of operation will be from 7:30 a.m. to 5:30 p.m., with her and her family using the property as residential when the child care home is not in operation.

Mr. Eastman asked Ms. Russell if the residents to the south are aware of her plans, and she replied that they are. Mr. Eastman asked about the tenants next door, and Ms. Russell replied they were outside when the fire marshal came to visit her property. She explained who she was and why the fire marshal was there.

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Mr. Cortez asked Ms. Russell if she is caring for any children at this location at this time, and she replied she is not. Mr. Cortez asked Ms. Russell if she will begin advertising for her business once the Special Use Permit is approved, and she replied she already has business lined up. The city and state fire marshals and the child care licensing bureau from Springfield have visited the property, with the sanitation bureau visiting the property later this week. She will begin keeping children once she has met all of their requirements, and they have re-inspected the property.

Mr. Smith asked if there will be no off-street parking once the fence is erected, and Ms. Russell replied that is correct. She has a long driveway in front of the house, with a gravel driveway around the back since duplexes are adjacent to the back of the property.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 005-15.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 005-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A TWO-YEAR SPECIAL USE PERMIT TO BE ISSUED TO

NATASHA RUSSELL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: COUNCIL BILL NO. 2015-258
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 3/9/2015

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

SUMMARY/REQUEST:
Case 006-15: Located approximately 800 feet west of the intersection of 32nd Street and John Duffy Drive – A request for the voluntary annexation of approximately 20 acres of land into the corporate limits of the City of Joplin – Wildwood Ranch LLC (Jimmer Pinjuv).

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd Street and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 006-15.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Bolander stated that this is a request to annex approximately 20 acres of Wildwood Ranch into the City of Joplin. The unimproved curved right-of-way to the north is 32nd Street, with the gravel driveway going into the property being Annelise Lane. The City of Joplin has an agreement with the owner of this property to annex property into the City within a certain amount of time. Staff recommends approval of this annexation.

Mr. Duncan discussed several recent annexations in Wildwood Ranch and asked Mr. Bolander why they are not being packaged together. He replied that different developers are interested in developing parcels at different times. He understood Mr. Pinjuv is working with a potential buyer for the property in this request, with a previous request being made by a separate developer wanting to construct single-family homes. As developers become interested in these properties, they are requesting annexation.

Mr. Ramsour asked about the possibility that some developer will not want to be within the City

of Joplin. Mr. Bolander replied there is always some chance, but the City has an agreement that Wildwood Ranch has to come into the City of Joplin if they want City services.

PUBLIC COMMENT:
None.

P & Z Case 006-15
Wildwood Ranch LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-258 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 800 feet west of the intersection of 32nd Street and John Duffy Drive in Jasper County and Newton County, Missouri.

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

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

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

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

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

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

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

> All that part of the north half of the northeast quarter of section 24, township 27, range 34 and the south half of the southeast quarter of section 13, township 27, range 34 lying in Jasper and Newton County, Missouri, described as follows: commencing at the northeast corner of the northeast quarter of said section 24, thence N88° 40'30"W along the north line of said northeast quarter a distance of 2027.70 feet to the point of beginning; thence S00° 00'00"E a distance of 347.52 feet; thence N88° 50'39"W a distance of 269.81 feet; thence S01° 09'21"W a distance of 276.71 feet to a point on the north line of a road right-of-way conveyance in book 363 at page 881 in the newton county recorder's office; thence N88° 50'39"w along the north line of said road right-of-way conveyance a distance of 1098.54 feet; thence N01° 09'21"E a distance of 505.79 feet to a point on a

non-tangent curve to the left having a radius of 1645.00 feet and a chord bearing and distance of N76° 21 '11"E, 456.89 feet; thence along said curve to the left an arc distance of 458.37 feet to the beginning of a reverse curve to the right having a radius of 2955.00 feet and a chord bearing and distance of N77° 32'18"E, 941.65 feet; thence along said reverse curve to the right an arc distance of 945.68 feet; thence away from said reverse curve S00° 00'00"E a distance of 220.11 feet to the point of beginning.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the First (1st) day of June, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, 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: March 9, 2015
City Council Meeting: April 6, 2015

STAFF PLANNING REPORT
Voluntary Annexation

CASE 006-15: A request to voluntarily annex approximately 20 acres at 32nd street and John Duffy Drive.

LOCATION: Located approximately 800' west of the intersection of 32nd Street and John Duffy Drive.

APPLICANT: Wildwood Ranch Development

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
N/A (Jasper County, MO)	Undeveloped	20 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 20 acres of land located between 32nd St and John Duffy Drive. This property is currently undeveloped.

Staff recommends approval of Case 006-15.

ENCLOSURES:

Map of area to be annexed

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

Managing Member Wildwood Ranch L.L.C.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

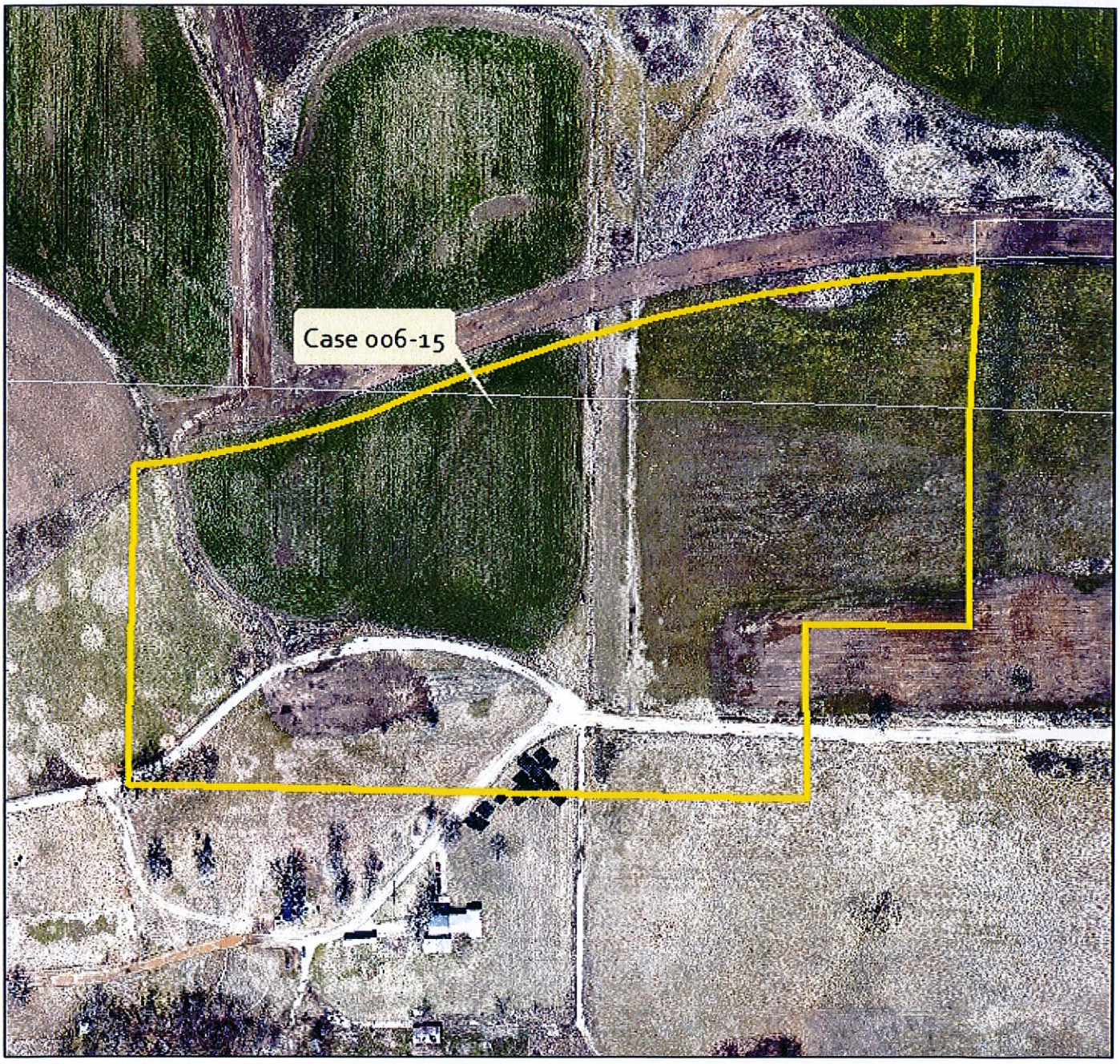
On this 23 day of February 2015, before me appeared James Pinjuv, to me known to be the Managing Member of Wildwood Ranch LLC, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Wildwood Ranch LLC acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: January 19, 2018

Teresa L Gilliam
Notary Public

TERESA L. GILLIAM
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: January 19, 2018
Commission Number: 13798256



0 285 570 1,140 Feet

Case 006-15 A request for the voluntary annexation of approximately 20 acres of land generally described as 800 feet west of the intersection of 32nd street and John Duffy Drive - Wildwood Ranch.

N

Case 006-15: Located approximately 800 feet west of the intersection of 32nd Street and John Duffy Drive – A request for the voluntary annexation of approximately 20 acres of land into the corporate limits of the City of Joplin – Wildwood Ranch LLC (Jimmer Pinjuv).

Mr. Eastman opened the public hearing for Case 006-15.

Mr. Bolander stated that this is a request to annex approximately 20 acres of Wildwood Ranch into the City of Joplin. The unimproved curved right-of-way to the north is 32nd Street, with the gravel driveway going into the property being Annelise Lane. The City of Joplin has an agreement with the owner of this property to annex property into the City within a certain amount of time. Staff recommends approval of this annexation.

Mr. Duncan discussed several recent annexations in Wildwood Ranch and asked Mr. Bolander why they are not being packaged together. He replied that different developers are interested in developing parcels at different times. He understood Mr. Pinjuv is working with a potential buyer for the property in this request, with a previous request being made by a separate developer wanting to construct single-family homes. As developers become interested in these properties, they are requesting annexation.

Mr. Ramsour asked about the possibility that some developer will not want to be within the City of Joplin. Mr. Bolander replied there is always some chance, but the City has an agreement that Wildwood Ranch has to come into the City of Joplin if they want City services.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 006-15.

MR. CORTEZ MOVED, SECONDED BY MR. DERMOTT, THAT CASE 006-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: COUNCIL BILL NO. 2015-259
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 3/9/2015

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

SUMMARY/REQUEST:
Case 007-15: Beginning at 33rd Street and extending south to the current City of Joplin boundary – A request to re-name the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

STAFF SUMMARY:
The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd Street. Hearnes Boulevard continues south from 33rd street to the south city limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd street, but it can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit 6 as "Main Street" exit. This is not currently permitted due to Federal Highway Standards because Main Street does not touch this interchange. If visitors are trying to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Patrick Tuttle, Convention & Visitors Bureau, City of Joplin, stated that in 1965, the Joplin City Council renamed Main Street from 33rd Street south as Hearnes Boulevard in honor of the 46th governor of the State of Missouri. Governor Hearnes was significant in granting Missouri Southern State University (MSSU) the status of a four-year university.

Mr. Tuttle stated that 50 years forward, there are three primary reasons for renaming the roadway

as Main Street. He has solicited most of the businesses along the street, with all the owners being in favor of going back to South Main Street for business purposes. With the opening of Mercy Hospital, the roadway will be redeveloping as a hospital corridor in getting patients between Freeman and Mercy. There will be a significant interest for providing patients the simplest directions between the two facilities. This corridor will also become a rich area for the development of new offices and new retail and commercial opportunities.

Mr. Tuttle stated that on the tourism side, the City has been unable to place Main Street on signage on Interstate 44. Travelers heading into the Joplin area do not see a Main Street exit since Main Street does not touch I-44. Based on the Missouri and federal highway standards, Joplin cannot legally put Main Street on signage on I-44, which has an impact on events along Main Street, retail along Main Street, and people finding downtown Joplin and the Joplin Regional Airport.

Mr. Ramsour asked about renaming another street after Governor Hearnes. Mr. Tuttle replied that, according to the Missouri Department of Transportation (MoDOT) highway naming system, Governor Hearnes would qualify for maybe a portion of Route 249 between Zora Street and Newman Road, Newman Road coming into MSSU, or Seventh Street coming into the university. Most of those roadways are not in Joplin's city limits, so the City staff would need to solicit MoDOT's approval. This is part of the memorial highway program that would draw attention to Governor Hearnes as people are coming to MSSU, and his significance for that purpose.

Mr. Cortez asked if MoDOT is prepared to change the exit signs on I-44 to reflect Main Street instead of just Missouri Route 43. Mr. Tuttle replied that would happen through attrition, as some of the signage has recently been replaced with the interchange being reconstructed. Once the City Council approves the name change, MoDOT would change the signage to a Main Street exit.

Mr. Duncan stated the commissioners have a proposal to rename Main Street, but they don't really have a proposal to do something for Governor Hearnes. He expressed concern that a proposal to do something for Governor Hearnes may get lost or not happen for several years. He asked about tabling this request until a proposal is brought forth to do something for Governor Hearnes at the same time Main Street is renamed.

Mr. Tuttle stated that MoDOT will not begin the signage process until the street name is changed, so they will not place Main Street signage on I-44 until City Council approval is received. He hopes the signage can be changed before maps are generated showing the new hospital. He also stated that a new trail is being constructed between MSSU and Northpark Mall, so MSSU could name something differently on their campus.

Mr. Tuttle has contacted the Hearnes family. Even though Governor Hearnes has passed away, Mrs. Hearnes is still alive. She and her children did not express concern about renaming the street.

Mr. Tuttle agrees with the educators in this community that the process to name something after Governor Hearnes should begin immediately. Mr. Duncan expressed concern about honoring someone, with that honor not being convenient 50 years later and just being taken away. He stated the people who named the roadway after Governor Hearnes though it was very important

to do so.

Mr. Tuttle thought about transitional signage versus arbitrarily just dropping "Hearnes Boulevard." He understood part of that roadway is controlled by MoDOT, but dual signage could be handled through the Joplin Sign Shop. The post office indicates a quick turnover on their part, with the utilities taking lead from the City of Joplin.

Mr. Smith asked Mr. Tuttle about the business owners being favorable to the name change. He visited with all the business owners and a couple of residents, with everyone being in favor of the name change.

Mr. Smith asked about the residents, and Mr. Tuttle replied most of the residential properties are rental properties. There are several vacant lots and several vacant houses. The businesses would have a greater financial investment with regard to business cards and stationery.

Ms. Cunningham stated that the City staff mailed letters to property owners within 185 feet of Hearnes Boulevard to notify them of the public hearing. She received a call from one resident who already uses South Main Street for her address and had no problem with the name change.

Mr. Ramsour remembered Governor Hearnes and thought he should be honored for what he did for Joplin. Mr. Tuttle will begin the process to seek the City Council's endorsement to proceed on that factor. Mr. Duncan stated it is great if MSSU constructs the trail, but he did not want to swap a major thoroughfare for a trail.

Mr. Tuttle stated MSSU has named a building for Governor Hearnes, with his portrait hanging in Hearnes Hall. He is part of the orientation for students, so it is well-fitting that the university maintains his honor, and the City of Joplin should do the same thing.

PUBLIC COMMENT:
None.

P & Z Case 007-15
City of Joplin
(P & Z Recommended Approval)

COUNCIL BILL NO. 2015-259 ORDINANCE NO.

AN ORDINANCE changing the name of Hearnes Boulevard, beginning at 33rd Street and extending south to the current City of Joplin south boundary, to "Main Street" in the City of Joplin, Newton County, Missouri.

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

Section 1. That the name of Hearnes Boulevard, beginning at 33rd Street and extending south along said public right-of-way to the current City of Joplin south boundary, be changed to "Main Street" in the City of Joplin, Newton County, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Case 007-15

STAFF PLANNING REPORT

STREET NAME CHANGE: HEARNES BOULEVARD

The City of Joplin is requesting the name change of Hearnes Boulevard to South Main Street. Currently, South Main Street ends at 33rd street. Hearnes Boulevard continues south from 33rd street to the south city limits of Joplin. Local citizens do not often know about or acknowledge the street name change at 33rd street, but it can be confusing for those who are traveling.

A name change from Hearnes Boulevard back to South Main Street would allow the Missouri Department of Transportation (MoDOT) to mark the I-44 exit 6 as "Main Street" exit. This is not currently permitted due to Federal Highway Standards because Main Street does not touch this interchange. If visitors are trying to access Main Street or downtown, this can be confusing. This is especially important for those visiting the new Mercy Hospital situated at the interchange of I-44 and Hearnes Boulevard.

Case 007-15: Beginning at 33rd Street and extending south to the current City of Joplin boundary – A request to rename the existing public right-of-way from "Hearnes Boulevard" to "Main Street" – City of Joplin.

Mr. Eastman opened the public hearing for Case 007-15.

Mr. Patrick Tuttle, Convention & Visitors Bureau, City of Joplin, stated that in 1965, the Joplin City Council renamed Main Street from 33rd Street south as Hearnes Boulevard in honor of the 46th governor of the State of Missouri. Governor Hearnes was significant in granting Missouri Southern State University (MSSU) the status of a four-year university.

Mr. Tuttle stated that 50 years forward, there are three primary reasons for renaming the roadway as Main Street. He has solicited most of the businesses along the street, with all the owners being in favor of going back to South Main Street for business purposes. With the opening of Mercy Hospital, the roadway will be redeveloping as a hospital corridor in getting patients between Freeman and Mercy. There will be a significant interest for providing patients the simplest directions between the two facilities. This corridor will also become a rich area for the development of new offices and new retail and commercial opportunities.

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Mr. Tuttle stated MSSU has named a building for Governor Hearnes, with his portrait hanging in Hearnes Hall. He is part of the orientation for students, so it is well-fitting that the university maintains his honor, and the City of Joplin should do the same thing.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 007-15.

MR. DUNCAN MOVED, SECONDED BY MR. SMITH, THAT CASE 007-15 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES March 16, 2015

CALL TO ORDER

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

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Mr. Scearce.

ROLL CALL – Answering Roll Call were: Melodee Colbert-Kean; Morris Glaze; Miranda Lewis; Benjamin Rosenberg; William Scearce; Gary Shaw; Ryan Stanley, Michael Woolston and Mayor Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

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

Minutes of the March 2, 2015 Council Meeting

ORDINANCES-EMERGENCIES

Mr. Stanley introduced Council Bill No. 2015-119. Motion by Mr. Stanley, Second by Mr. Glaze that Council Bill No. 2015-119 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-041

AN ORDINANCE approving a contract with APAC – Missouri Inc. in the amount of One Million Nine Hundred Eighty Seven Thousand One Hundred Ninety Five and 80/100 Dollars ($1,987,195.80) for the Zora Widening project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2015-603**.** Motion by Mr. Glaze, Second by Mr. Shaw, that Council Bill No. 2015-603 be approved on an emergency basis. Voting in favor were

Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2015-042

AN ORDINANCE authorizing the City of Joplin to enter into an agreement with the Ozark Center for the purpose of providing services to the City of Joplin Mental Health Court, and containing an emergency clause.

NEW BUSINESS

NEWS FROM THE PIO. –

March 23, 2015 is the celebration of the City's birthday. Students from Kelsey Norman will be on hand to do readings. The Mayor will read a Proclamation. Refreshments will be served. Festivities will begin at 10:00a.m.

The railroad overpass will begin about March 30th at 20th and New Hampshire. Traffic will continue to flow along the street with minimal interruption.

Parks and Recreation will hold a flashlight Easter egg hunt on March 28. Ages 3-8 yrs. old. Bring their own flashlights. For information please call the parks office for details.

Mr. Glaze asked for an Economic Development workshop with Rob O'Brian next month on cost accounting, salary and budget. Motion by Mr. Glaze second by Mr. Scearce to hold this workshop. Council consented 9-0. Mayor asked the city manager to work with the chamber in setting up a workshop and bring back information to council.

Ms. Colbert-Kean asked for an update on the progress of the ballpark at the next meeting.

City Clerk, Barbara Hogelin had previously given a request to the council, a memo to attend this year's International Institute of Municipal Clerk's Conference in Hartford, CT. She asked Council to grant her request for expenses of $2010.83. Motion by Mr. Scearce, Second by Ms. Colbert-Kean to approve for the cost of a national meeting for Mrs. Hogelin to attend. Voting in favor were Council Members: Colbert-Kean, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 8. Nays: 1, Glaze. Absent: 0.

Vote to go into closed session, which shall pertain to legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2014. 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. Shaw, Second by, Mr. Glaze, to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston 9. Nays: 0. Absent: 0.

There being no further business the meeting adjourned at 6:17 p.m.

Respectfully submitted,

Barbara L. Hogelin, MMC/MPCC, City Clerk

COUNCIL BILL NO. 2015- 120 ORDINANCE NO.

AN ORDINANCE approving the purchase of a property at 2727 E. 32nd Street, consisting of or 0.931 acres located in the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, in the City of Joplin, Jasper County, Missouri and authorizing the payment of One Hundred Eighty Thousand Five Hundred Eighty-eight and 00/100 dollars ($180,588.00) and containing an emergency clause.

WHEREAS, Al-Shathir Nidal Trust is the legal owner of property at 2727 E. 32nd Street, consisting of .931 acres located in the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West,, in the City of Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved in the 2014-2015 budget funds from the 2012 storm water sales tax program for improvements in the area of 32nd and Arizona Avenue.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire property, described herein.

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

Section 1. That the City of Joplin approve the purchase of property at 2727 E. 32nd Street, consisting of:

All that part of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri, being all that part of the tract of land described in the Quit Claim Deed duly recorded in the Jasper County Recorder's Office in Deed Book 1959, at Page 1870, and being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 13, Township 27 North, Range 33 West, City of Joplin, Jasper County, Missouri; thence South 01 Degrees 31 Minutes 40 Seconds West along the East line of said Quarter Quarter, a distance of 468.39 feet to the POINT OF BEGINNING, said point being the Southeast corner of the tract of land described as Tract 7 in the Warranty Deed recorded in the Jasper County Recorder's Office in Deed Book 1528, at Page 1144 (Majzoub Tract); thence continuing along said East line South 01 Degrees 31 Minutes 40 Seconds West, a distance of 211.90 feet; thence departing said East line South 89 Degrees 53 Minutes 52 Seconds West, a distance of 83.96 feet; thence North 70 Degrees 14 Minutes 55 Seconds West, a distance of 32.29 feet; thence North 64 Degrees 26 Minutes 14 Seconds West, a distance of 100.59 feet to a point in the East line of the tract of land in the Trustee's General Warranty Deed recorded in the Jasper County Recorder's Office in Deed Book 2229, at Page 1552; thence North 01 Degrees 42 Minutes 59 Seconds East along said East line, a distance of 157.71 feet to a point in the South line of said Majzoub Tract; thence North 89 Degrees 59 Minutes 51 Seconds East along said South line, a distance of 206.02 feet to the POINT OF BEGINNING, and containing 40,568 square feet or 0.931 acres, more or less. Subject to easements or other items of record.

Section 2. That the City of Joplin authorize placing $180,588.00, in escrow for the purchase of property at 2727 E. 32nd Street. Payment will be made from account #130-4555-530-8105 Project GSTA03.

Section 3. That the Director of Public Works is hereby authorized to accept this property on behalf of the City of Joplin.

Section 4. That the City of Joplin declares that this ordinance relating to a public improvement is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

COUNCIL BILL NO. 2015- 120 ORDINANCE NO.

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

_____, 2014 by a vote of _____.

_____
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: April 6, 2015
Council Bill No. 2015-120

Item: Purchase of Property for 32nd and Arizona Regional Detention Basin
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Council Bill No. 2015-120

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

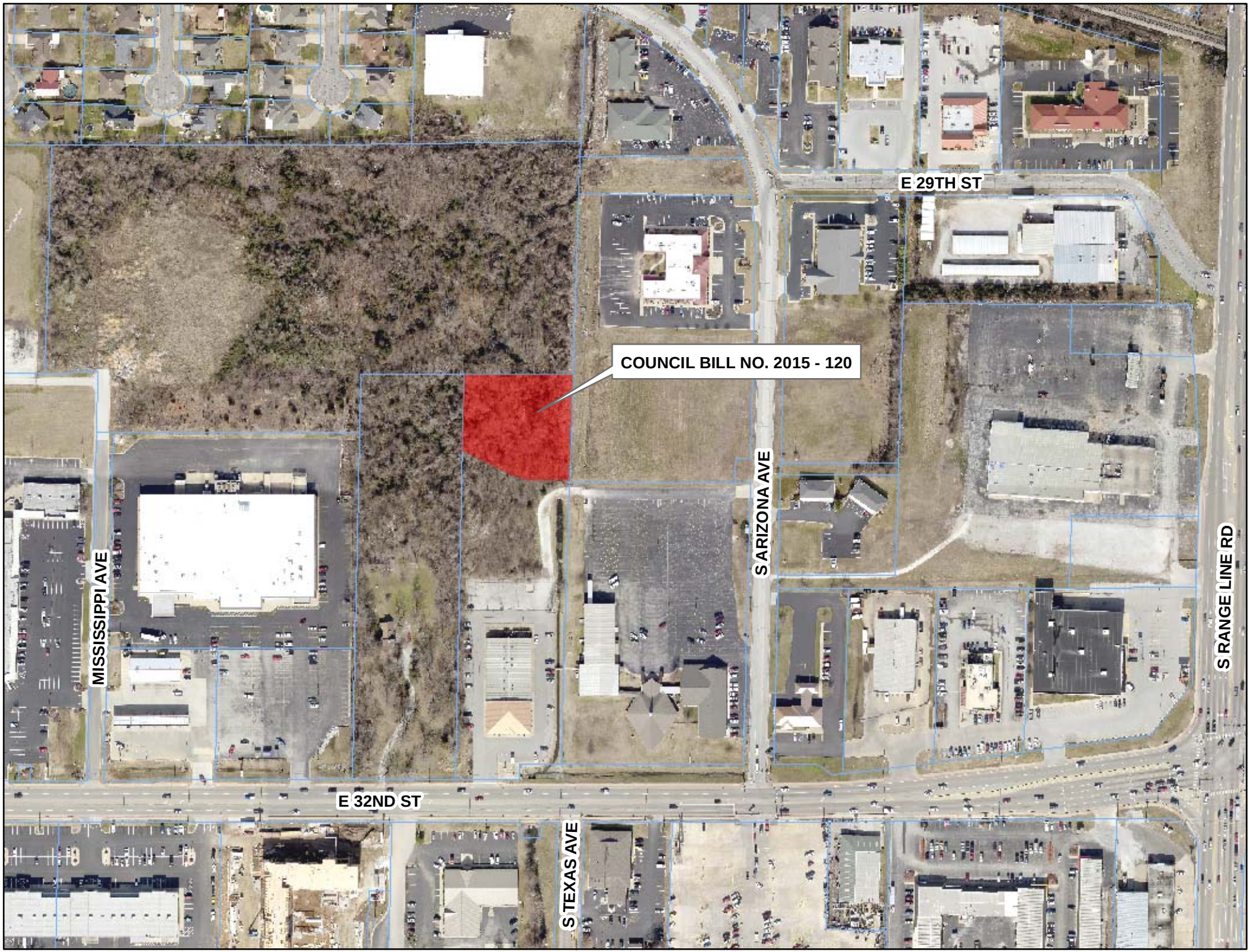
Recommended Action: Purchase of property at 2727 E. 32nd from the Al-Shathir Nidal Trust for the 32nd and Arizona Regional Detention Basin.

Background: In November 2013 the council approved a consulting agreement with Olsson Associates for design services for the Regional Detention Basin – 32nd Street to 28th Street between Mississippi Avenue and Arizona Avenue. The project is part of the 2012 to 2022 storm water sales tax project program. The project has now been included in the State of Missouri's Rebuild Damaged Infrastructure program.

The design has been finalized, appraisals have been prepared and negotiations for property and easements are underway.

Discussion: Staff has reached an agreement with the Al-Shathir Nidal Trust for One Hundred Eighty Thousand Five Hundred Eighty-eight and 00/100 Dollars ($180,588.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $180,588.00 for the purchase of property at 2727 E. 32nd Street.


COUNCIL BILL NO. 2015 - 120
E 29TH ST
S ARIZONA AVE
MISSISSIPPI AVE
S RANGE LINE RD
E 32ND ST
S TEXAS AVE

COUNCIL BILL NO. 2015- 121 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and Tri-State Engineering Inc. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Eighty One Thousand Five Hundred and No/100 Dollars ($81,500.00) for the New Culvert System on Hill between Division and Mineral project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the agreement be awarded to Tri-State Engineering Inc. to provide professional services for the surveying and civil engineering services, not to exceed Eighty One Thousand Five Hundred and No/100 Dollars ($81,500.00) for the New Culvert System on Hill between Division and Mineral project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project number TS0617.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

WILSON

GALENA

COX

NORTH

N

W

E

S

POOL

SPRING

VALLEY

DIVISION

RAILROAD

HILL

MINERAL

GALENA

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015
Council Bill No. 2015-121

Item: Consultant agreement for the new culvert system on Hill between Division & Mineral

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Amendment to Agreement with Estimate of Engineering Costs
3) Council Bill No. 2015-121

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Amendment to Consultant Agreement with Tri-State Engineering Inc. in the not to exceed the amount of Eighty One Thousand Five Hundred and no/100 ($81,500) for adding additional construction management services for the New Culvert System on Hill between Division & Mineral.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The New Culvert System on Hill between Division & Mineral was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-347 was approved authorizing the execution of a contract with the firm of Tri-State Engineering Inc., for the purpose of providing design services related to the New Culvert System on Hill between Division & Mineral.

This "change order" is authorizing the second phase of work, not changing what they were originally hired to do, i.e. the survey and design phase. The original RFQ (May of 2013) stated that we had the discretion (intent) to dictate multiple phases and the additional scope of work we are having them do as part of this contract amendment was identified as a part of any future contract award . This firm was selected as part of a Qualification Based Selection evaluation process to do this work.

Discussion: The New Culvert System on Hill between Division & Mineral is in the 2015 budget for construction. To facilitate the project completion City staff has chosen to use the professional construction management services of Tri-State Engineering Inc. This Council Bill will add the additional construction management services to the Tri-State Engineering Inc. contract and is for a not-to-exceed amount of $81,500.00 bringing the total design contract to $127,300.00.

Recommendation: Staff recommends approval of the Amendment to Consultant Agreement with Tri-State Engineering in the not to exceed the amount of $81,500.00 for adding additional construction management services for the New Culvert System on Hill between Division & Mineral be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

1. *Background Data:*

   a. Effective Date of Owner-Engineer Agreement: November 25, 2013

   b. Owner: City of Joplin, Missouri

   c. Engineer: Tri-State Engineering, Inc

   d. Project: Project TS0617, New Stormwater System, Hill Street between Division & Mineral

2. *Description of Modifications:*

   Engineer shall perform or furnish the following Services:

Construction Phase Services:

These services shall include utility relocation coordination, surrounding resident notification, reviewing shop drawings, schedules, pay requests and supply a Resident Project Representative. We anticipate four pay requests. The construction time for the project is estimated at 4 months. We are estimating the RPR will spend 6 hours per day for 120 days during construction.

The estimated cost for construction phase services is:

Construction Management:	$18,000
Construction Observation:	$63,500
	$81,500

Post-Construction Phase Services:

These services shall include an as-built survey of the system improvements and electronic record drawings for use with the City's GIS system.

The estimated cost for post-construction phase services is: $5,500

We would perform the construction phase and post-construction scope of services for an hourly fee, not to exceed of **$87,000.**

The following shall be considered additional services:

Construction testing services
Fulltime construction observation

3. Agreement Summary (Reference only)

a. Original Agreement amount:	$	45,800.00
b. Net change for prior amendments:	$	0.00
c. This amendment amount:	$	87,000.00
d. Adjusted Agreement amount:	$	132,800.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

All of the terms, covenants and conditions of the November 25, 2013 agreement are reaffirmed and ratified and this contract amendment is made, entered into, and subject to the terms covenants and conditions of the November 25, 2013 agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Joplin, Missouri	ENGINEER: Tri-State Engineering, Inc.
By: _____	By: Clayton Cristy, PE
Title: _____	Title: CEO
Date Signed: _____	Date Signed: _____

COUNCIL BILL NO. 2015- 122 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and CJW Transportation Consultants, LLC. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed Fifty Five Thousand Four Hundred and No/100 Dollars ($55,400.00) for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the agreement be awarded to CJW Transportation Consultants, LLC. to provide professional services for the surveying and civil engineering services, not to exceed Fifty Five Thousand Four Hundred and No/100 Dollars ($55,400.00) for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project number TS0614.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CJW
Providing Transportation and Engineering Solutions

5051 S. National, Ste. 4-110
Springfield, MO 65810
Phone: 417.889.3400
Fax: 417.889.3402
www.GoCJW.com

Friday, March 27, 2015

Mr. Dan Johnson, P.E.
Civil Engineer
City of Joplin
602 S. Main Street
Joplin, Missouri 64801

RE: City of Joplin – Addendum #1 – TS0614 Ditch & Culvert Improvements, Peters Avenue from 10th to 12th Street –Hatten's Subdivision Area Stormwater Improvements, Phase I.

Dear Mr. Johnson,

CJW Transportation Consultants, LLC has thoroughly reviewed your request for an addendum to our current agreement to provide bidding and construction administration services, utility coordination, easement development, exhibits, and acquisition for the Peters Avenue drainage improvement.

CJW is looking forward to partnering with the City of Joplin in the development of the above referenced project. If you have any questions or need additional information, please contact me at 417-889-3400 or at jwynn@gocjw.com. I have included a scope of services, fee proposal, schedule, certificate of insurance, hourly rates, and E-Verify information.

Sincerely,

C. Jay Wynn, P.E., P.T.O.E.
President/Owner
CJW Transportation Consultants, LLC

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

PUBLIC WORKS DEPARTMENT OF THE CITY OF JOPLIN ("Owner")

and

CJW TRANSPORTATION CONSULTANTS, LLC ("Engineer").

The Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

HATTEN'S SUBDIVSION AREA STORMWATER IMPROVEMENTS, PHASE 1 ("Project").

Engineer's Services under this Agreement are generally identified as follows:

The project area is approximately bound by 9th Street to the north, 12th Street to the south, Peters Avenue (and the approximate projection thereof) to the east, and Geneva Avenue to the west. This area includes portions of the following residential developments:

- **Hatten's Subdivision (c. 1911);**
- **Hatten's Third Addition (c. 1939) and replatted partial portion thereof recorded as Stum's Subdivison (c. 1952).**

Insufficient stormwater capacity of the channel beginning near the intersection of Geneva Avenue & alley between Tenth Street & Ninth Street and running easterly and terminates at an unnamed tributary to Turkey Creek (a ditch which begins near the intersection of Tenth Street and Peters Avenue and flows northerly, approximately following a northerly projection of Peters Avenue.

The general scope is to provide:

<u>Task 4.0 – Bidding and Construction Administration Services:</u>
Engineer shall issue prepared documents as previously described and perform certain bidding and construction administrative duties, defined as follows:

- **Bidding Administration functions shall include:**
  - **Prepare bid advertisement and submit to Owner for publication,**
  - **Issue construction documents to plan room vendors,**
  - **Offer construction documents for sale to potential bidders and track distribution thereof,**
  - **Engineer-of-Record shall convene a pre-bid conference to be hosted by Owner,**

- Attending bid opening to be convened and hosted by Owner,
- Review bid submissions, prepare tabulation thereof and recommendation of award;

- **Construction Administration functions shall include:**
  - Review contractor submittals and shop drawings,
  - Engineer-of-Record shall convene a pre-construction conference to be hosted by Owner,
  - During construction activities Engineer shall provide competent personnel to conduct daily inspection, observation, and reporting thereof,
  - Perform necessary materials testing and coordinate reporting thereof,
  - Review contractor payment applications and change order request to make recommendations to Owner regarding contractor payments and changes in work,
  - Conduct substantial and final completions inspections with Owner,
  - Provide Owner with conscience field reporting records at project closeout, including "Final Certification" letter.

Task 5.0 – R/W Negotiation, Coordination, and Acquisition: Task will follow the "Uniform Relocation Act" and will include coordination of the appraiser on permanent and temporary easements, for both property owners and the utility companies and includes:

A. Appraise property before negotiations;
B. Invite the property owner/utility to accompany the appraiser during the property inspection;
C. Provide the owner with written offer of just compensation and a summary of what is being acquired;
D. Ensure payment before possession or construction;
E. Reimburse expenses resulting from the transfer of title such as recording fees, prepaid real estate taxes, or other expenses.

Task 6.0 – Utility Coordination during Construction:
Task includes utility coordination that involves the following:

A. Present all project reports necessary for the project delivery such as status reports and risk reports;
B. Review Utility/Contractors work plans for approval, including narrative portion, cost, and proof of property interests;
C. Review work plan addendums for approval;
D. Lead or facilitate any meetings involving utility-specific activities such as kickoff meetings and conflict resolution meetings;
E. Discuss cost estimates, reimbursement, reimbursable status or agreements with utilities;
F. Review and initial all required letters to utilities;
G. Review all required contract letting documents;
H. Provide coordination as required to facilitate the delivery of project.

The aforementioned project scope of work and associated fees for said work listed herein is offered with the following assumptions, in no specific order:

1. **The basis of design shall be *"Stormwater Management Criteria"* (City of Joplin (Missouri); Allgeier, Martin and Associates, Inc.; last uploaded October 26, 2012 and retrieved August 29, 2013 from "Joplin, MO – Offical Website" URL: http://mo-joplin.civicplus.com/DocumentCenter/).**
2. **The Owner shall provide copies of or available location of the following information:**
    a. **Owner-preferred previously prepared specification document and other "front end" documents;**
    b. **Any known previous study, report, or plans which specifically or generally address the project area;**
    c. **Any available bid tabulations and project descriptions from recent projects of a similar nature for use in preparing engineer's opinion of probable construction cost;**
    d. **Any known formal complaint made by any landowners within the project area to the Owner;**
3. **Any required permitting fee shall be paid by Owner, or if paid by Engineer, shall be reimbursable outside the fee amounts listed herein, as with other reimbursable expenses shown on Appendix 1.**
4. **Engineer-of-Record and Land-Surveyor-of-Record shall each be licensed within their respective professions in the state which the work is performed and shall be either a principal or employee of Engineer, or shall be subcontracted by Engineer. It is expected that both shall be direct employees, but this fact shall have no bearing on this agreement. Except as noted, Engineer may delegate and supervise work to subordinates or subcontractors.**
5. **Work outside this scope of services shall be considered "additional services" as defined herein. If Engineer believes work is additional services, the Owner will be notified in writing and shall authorize said work prior to Engineer performing such work.**
6. **The nature of our design shall be limited to practical gravity stormwater conveyances and related features and shall include restorative design of non-related features to pre-project condition, such as streets. Improvements to non-related features or purely aesthetic features shall be considered additional services.**
7. **Any design or specification of coatings or finishes, screenings, coverings, and other items customarily specified by an architect or of a specifically aesthetic nature shall be excluded from Engineer's scope, unless specifically excepted from this exclusion in writing.**

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.

B. Engineer shall complete its services within the specific time period as coordinated and agreed upon by Owner and Engineer.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would

otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner or Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.

2. Engineer's Standard Hourly Rates are attached as Appendix 1.

3. The total compensation for services and reimbursable expenses for the aforementioned **"Task 4.0 –Bidding and Construction Administration Services shall not exceed $33,900.00.**

4. The total compensation for services and reimbursable expenses for the aforementioned **"Task 5.0 – Right-of-Way Negotiation, Coordination, and Acquisition shall not exceed $12,600.00.**

5. The total compensation for services and reimbursable expenses for the aforementioned **"Task 6.0 – Utility Coordination during Construction shall not exceed $8,900.00.**

Total Compensation for services and reimbursable expenses is $55,400.00

Attachments:

Appendix 1–Engineer's Standard Hourly Rates

Attachment A-Project Area Exhibit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is dedicated on page 1.

OWNER:

By:_____

Title:_____

Date Signed: _____

Address for giving notices:

Public Works Department

City of Joplin

602 South Main Street

Joplin, Missouri 65401

ENGINEER:

By: Curtis Jay Wray

Title: President/owner

Date Signed: 3-27-15

Engineer License or Firm's Certificate Number: E-27249

State of: Missouri

Address for giving notices:

CJW Transportation Consultants, LLC

5051 S. National Avenue

Suite 4-110

Springfield, MO 65810

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Insurancenter
2901 Arizona Avenue
P.O. Box 940
Joplin MO 64802

CONTACT NAME:
PHONE (A/C, No, Ext): 800-444-8675 **FAX (A/C, No):** 800-444-8675
E-MAIL ADDRESS: icsr@theinsurancenter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : America First Insurance Co.	12696
INSURER B : National Casualty Insurance Co	11991
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CJWTR-1
CJW Transportation Consultants LLC
5051 S. National Ste. 4-110
Springfield MO 65810

COVERAGES **CERTIFICATE NUMBER:** 1576839807 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			56056995BKS1Q2	4/22/2014	4/22/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $15,000 $1,000,000 $2,000,000 $2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			56056995BKS1Q2	4/22/2014	4/22/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			56056995BKS1Q2	4/22/2014	4/22/2015	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			56056995BKS1Q2	4/22/2014	4/22/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Professional Liability			ARO0004960	4/22/2014	4/22/2015	$1,000,000 $2,00,000	Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

City of Joplin
602 S. Main St.
Joplin MO 64801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CJW Consultants LLC
Fee Schedule

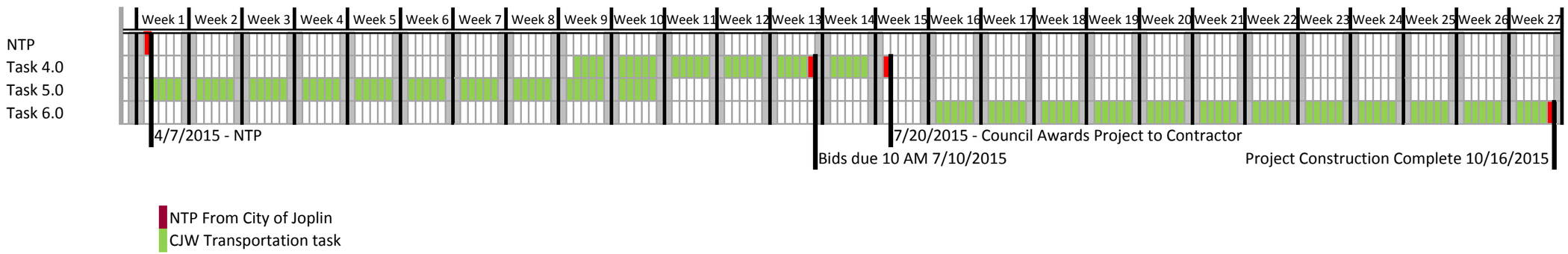
Personnel Hourly Rates:	
Principal	$135.00
Project Manager	$125.00
Senior Engineer	$115.00
Project Engineer	$85.00
Engineer Intern	$65.00
Senior Designer	$75.00
Inspector	$70.00
Designer II	$70.00
Survey Manager	$65.00
Survey Crew Chief	$55.00
Survey Crew Member	$43.00
2 Person Survey Crew	$98.00
3 Person Survey Crew	$135.00
4 Person Survey Crew	$175.00
Engineering Technician	$55.00
Administrator	$30.00
Clerical	$25.00

Expenses and Equipment Charges:	
Vehicle (3/4 ton or less)	$0.63/mile
Copies	$0.10/each
Blueprinting	$0.50/sq. ft.
Pictures (35mm)	$1.00/each
Real Time GPS Equipment	$250.00/day
Robotic Prism-Less Instrument	$195.00/day

Reimbursables: Travel Expenses, Outside Printing, Sub-Contractor Expenses

Overtime (Over 8 hours a day, 40 hours a week, Saturdays, Sundays, and Holidays):
1.5 times the hourly rate.

Subject:	**Schedule** **TS0614 Peters Ave. Ditch & Storm Imp.** **Joplin Missouri** **Dan Johnson, PE, CFM, City of Joplin**
By: CJW	Sheet: 1 of 1



Task 4.0 Bidding and Construction Administration Services
Task 5.0 R/W Negotiation, Coordination, and Acquistion
Task 6.0 Utility Coordination during Construction

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF Greene)

On the 1st day of October, 2014, before me appeared Tom Dancey (Affiant name),
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the Vice President (title) of CW Transportation Consult. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in Springfield (city (or county)), MO (state), the day and year first above-written.

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

Mary Beth Wynn
Notary Public Notary Seal
State of Missouri County of Greene
My Commission Expires 03/24/2015
Commission # 11021985

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 210781

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **CJW Transportation Consultants** (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **CJW Transportation Consultants** (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's databases to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
   - Automated verification checks on alien employees by electronic means, and
   - Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Designated Agent a user identification number and password that will be used exclusively by the Designated Agent, on behalf of the Employer, to verify information provided by alien employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the Designated Agent), and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer shall display the notices supplied by DHS (through the Designated Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer shall provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Designated Agent.

4. The Employer shall comply with current Form I-9 procedures, with two exceptions:
   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
   - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain

the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

5. Participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

6. The Employer shall initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer (through the Designated Agent) must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification, through the Designated Agent, by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the Designated Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer may not use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use

not authorized by this MOU. Employers must use E-Verify (through its Designated Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

8. The Employer (through the Designated Agent) shall follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

9. The Employer shall not take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer shall comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer shall not engage in such illegal practices as selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or

sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer shall record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

12. The Employer will use the information it receives from SSA or DHS (through its Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

13. The information that the Employer receieves through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. EMPLOYERS THAT ARE FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30

calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer (through its Designated Agent), may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as

long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. If the Employer is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF DESIGNATED AGENT

1. The Designated Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Designated Agent representatives who will be accessing information under E-Verify.

2. The Designated Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures

3. The Designated Agent agrees that any Designated Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

    A. The Designated Agent agrees that all Designated Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Designated Agent and Employer from continued use of the program.

4. The Designated Agent agrees to obtain the necessary equipment to utilize E-Verify.

5. The Designated Agent agrees to provide the Employer with the notices described in Article II.B.4 above.

6. The Designated Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The Designated Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Designated Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the Designated Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The Designated Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the Designated Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the

employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the Designated Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer shall not ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer shall refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer shall provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. If an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer shall send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

   - Scanning and uploading the document, or
   - Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. If the Employer cannot determine whether there is a photo match/non-match, the

Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer or the Designated Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of the parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require Designated Agents to take mandatory refresher tutorials. A Designated Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires the Employer's participation in E-Verify is terminated or completed. In such a circumstance, the Designated Agent must provide written notice to DHS. If the Designated Agent fails to provide such notice, it will remain a participant in the E-Verify program on behalf of the Employer, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all the Employer's newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Designated Agent understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by

contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.

F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Designated Agent.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

E-Verify™

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 210781

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: CJW Transportation Consultants

Company Facility Address: 5051 S. National Ave.
Suite 4-110
Springfield, MO 65810

Company Alternate Address:

County or Parish: GREENE

Employer Identification Number: 202683136

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 10 to 19

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS

Company ID Number: 210781

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR DESIGNATED AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **CJW Transportation Consultants** (Designated Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **CJW Transportation Consultants** (Designated Agent) on behalf of the Designated Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the Designated Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a Designated Agent, the Designated Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.


GENEVA
RR
WAGGONER
10TH
11TH
11TH
12TH
PETERS
N
W
E
S

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015
Council Bill No. 2015-122

Item: Amendment to Consultant Agreement for design and Construction Management services on Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Amendment to Agreement with Estimate of Engineering Costs
3) Council Bill No. 2015-122

Department Head: Nicholas A. Heatherly Date:
Finance Department: Leslie Haase Date:
City Attorney: Peter C. Edwards Date:
City Manager: Samuel L. Anselm Date:

Recommended Action: Approval of Amendment to Consultant Agreement with CJW Transportation Consultants, LLC in the not to exceed the amount of $55,400.00 for adding additional construction management services for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-345 was approved authorizing the execution of a contract with the firm of CJW Transportation Consultants, LLC Inc., for the purpose of providing design services related to the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St.

This "change order" is authorizing the second phase of work, not changing what they were originally hired to do, i.e. the survey and design phase. The original RFQ (May of 2013) stated that we had the discretion (intent) to dictate multiple phases and the additional scope of work we are having them do as part of this contract amendment was identified as a part of any future contract award . This firm was selected as part of a Qualification Based Selection evaluation process to do this work.

Discussion: The Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. is in the 2015 budget for construction. To facilitate the project completion City staff has chosen to use the professional construction management services of CJW Transportation Consultants, LLC Inc. This Council Bill will add additional construction management services to the CJW

Transportation Consultants, LLC Inc. contract and is for a not-to-exceed amount of $55,400.00 which brings the total design contract to $105,800.00

Recommendation: Staff recommends approval of the Amendment to Consultant Agreement with CJW Transportation Consultants, LLC in the not to exceed the amount of $55,400.00 for adding additional construction management services for the Ditch and Culvert Improvements at Peters Avenue from 9th St. to 12th St. be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 123 ORDINANCE NO.

AN ORDINANCE approving by and between the City of Joplin and TranSystems Corporation. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Nine Thousand Six Hundred Two and No/100 Dollars ($109,602.00) for the Ditch Improvements along the east side of Euclid Avenue between Rolla St. and Odessa St. project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the agreement be awarded TranSystems Corporation. an Agreement to provide professional services for the surveying and civil engineering services, not to exceed One Hundred Nine Thousand Six Hundred Two and No/100 Dollars ($109,602.00) for the Ditch Improvements along the east side of Euclid Avenue between Rolla St. and Odessa St. project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Parks & Stormwater Sales Tax Fund, Account Number 130-4555-530-8665 Project number TS0613.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney


ST. LOUIS ST.
SUPPLEMENTAL SURVEYS &
DITCH IMPROVEMENTS
PROJECT LIMITS
EUCLID AVE.
KENSINGTON ST.
LAUREL ST.
MANITOU ST.
NASHVILLE ST.
ODESSA ST.
PRINCETON ST.
QUINCY ST.
ROLLA ST.
EUCLID AVE.

CONTRACT AMENDMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT

This Contract Amendment is made part of an agreement dated December 10, 2013 between the City of Joplin and TranSystems for design and construction management of the Euclid Drainage Improvements project. The purpose of this Contract Amendment is to extend the project limits to St. Louis Avenue to accommodate drainage improvements required for the Euclid Drainage Improvements project. Attachment A includes a detailed scope of services to be performed under this Contract Amendment. The contract amendment costs are summarized in the following table:

Contract Additions	
Additional Surveys and Legal Descriptions (TSE)	$7,204.00
Additional Road Design	$7,714.00
Total	$ 14,918.00

Original Design Task	$98,590.00
Additions to Design Task	$14,918.00
Revised Design Task	$ 113,508.00

Original Construction Task	$94,684.00
Additions to Construction Task	$ -
Revised Construction Task	$ 94,684.00

Revised Contract Total	$ 208,192.00

The total (design and construction phase) services shall be in an amount not to exceed Two Hundred Eight Thousand One Hundred Ninety Two dollars ($208,192.00). Contract Amendment No. 1 accepted as defined herein:

OWNER:_____ ENGINEER:_____

BY:_____ BY:_____

TITLE:_____ TITLE:_____

DATE:_____ DATE:_____

ATTEST:

BY:_____ BY:_____

TITLE:_____ TITLE:_____

DATE:_____ DATE:_____

All of the terms, covenants and conditions of the December 10, 2013 agreement are reaffirmed and ratified and this contract amendment is made, entered into, and subject to the terms covenants and conditions of the December 10, 2013 agreement.

Executed by the City on the____ day of _____, 20___.

ATTACHMENT A
CONTRACT AMENDMENT NO. 1

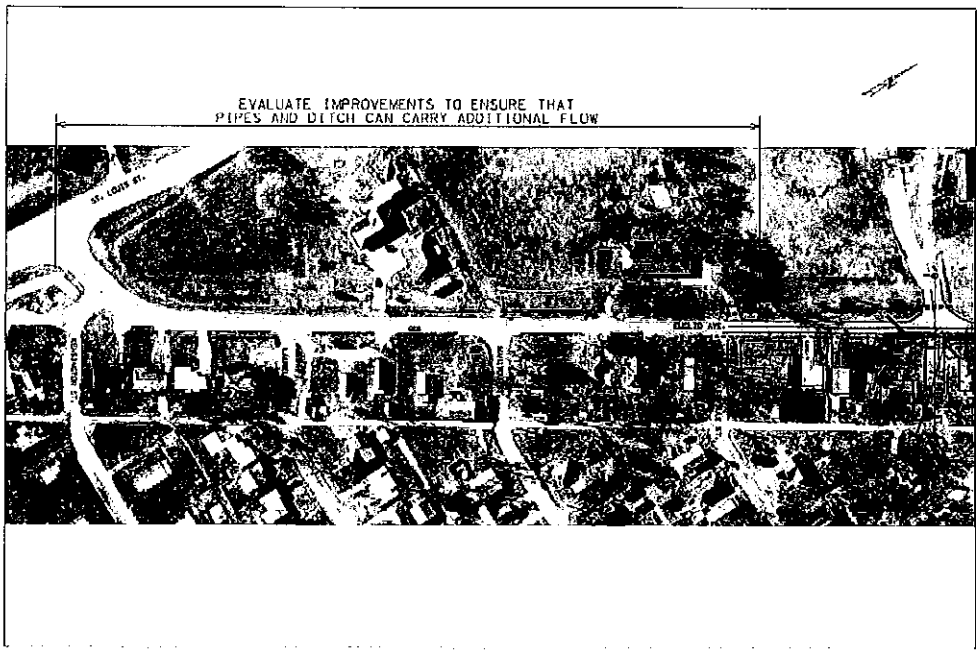
City of Joplin, Missouri
Design of Ditch Improvements along the east side of Euclid Avenue between Rolla Street and Odessa Street
PROJECT: TS0613 (10-4)

SCOPE OF SERVICES

A. DESIGN PHASE – The Engineer will provide the following services:

ADDITIONAL SURVEY AND DESIGN

The original project includes providing curb and gutter and grading to accommodate a future sidewalk along the east side of Euclid between Rolla and Odessa as well as an enclosed storm sewer to eliminate an open ditch. Due to the depth of proposed storm sewer at the discharge (deeper) relative to the existing ditch depth, piping storm drainage across Euclid to the west ditch is necessary. The west ditch along Euclid will require improvement to ensure that the ditch and pipes under driveways (4) can carry the additional flow (Q10). In addition, the existing pipe under Euclid at St. Louis would require a review to verify if an additional cross road pipe is necessary (This component is address by current St. Louis project being designed by the City of Joplin). The original survey included a portion of Euclid between Rolla and Odessa. In order to improve the ditch along the west side (and design driveways/pipes), additional survey will be required from Odessa south to St. Louis (approximately 1000 feet). It is anticipated that a portion of the St. Louis project survey will be utilized at the southern limit. Establishing existing R/W through the limits of additional survey will also be required in order to accommodate Drainage easement and/or Right-of-Way to construct the ditch improvements along the west side of Euclid.



Additional survey

The additional survey required to redirect drainage down the west ditch of Euclid between Rolla and St. Louis will included approximately 1000 feet of additional topogrphy. It is anticipated that a portion of the St. Louis project survey will be utilized at the southern limit. The additional survey will also include establishing existing R/W through the noted limits and preparation of Drainage easements and/or Right-of-Way descriptions required to construct the ditch improvements along the west side of Euclid (3 parcels).

1. Additional Survey and Descriptions $7,204

Additional Design

The additional design required to redirect drainage down the west ditch of Euclid between Rolla and St. Louis includes drainage design to size ditch and entrance pipes, redesign of driveways (4), additional cross sections (40 at 25 foot spacing). The additional fee required to incorporate the supplemental design along Euclid noted below:

1. Additional Design and Plan Preparation $7,714

The above additional services for modification to the Euclid Ditch Improvement project total $14,918.

Summary of Engineering Contract Modifications

The additional survey and design will increase the Basic Design services by $14,918. The resulting total fee for Basic Design services will be $113,508. The Construction Management fee of $94,684.00 will remain the same providing a total contract fee of $208,192.

2/11/15

CONTRACT AMENDMENT NO. 1
Euclid Drainage Improvements
City of Joplin, Missouri

BASIC DESIGN SERVICES ESTIMATE (Supplemental Services)

Design and Detailing Effort :

E5	0	hours @	$270.00	=	$0.00	
E4	8	hours @	$197.00	=	$1,576.00	
E3	0	hours @	$155.00	=	$0.00	
E2	26	hours @	$119.00	=	$3,094.00	
E1	0	hours @	$96.00	=	$0.00	
T5	0	hours @	$148.00	=	$0.00	
T4	0	hours @	$112.00	=	$0.00	
T3	32	hours @	$92.00	=	$2,944.00	
T2	0	hours @	$78.00	=	$0.00	
T1	0	hours @	$63.00	=	$0.00	
SC3	0	hours @	$108.00	=	$0.00	
SC2	0	hours @	$85.00	=	$0.00	
I3	0	hours @	$88.00	=	$0.00	
Total Hours	66				Total Fee=	$7,614.00

Expenses :

Subconsultants:

Tri-State Engineering (Surveying)				=	$7,204.00	
					Subtotal - Subconsultants:	$7,204.00

Expenses (Design):

Mileage:						
Design	0 miles @	$	0.56	=	$0.00	
Others	0 miles @	$	0.56	=	$0.00	
Printing (plan reviews)				=	$100.00	
					Subtotal - Other Expenses :	$100.00

GRAND TOTAL COST (Supplemental Survey & Design): $14,918.00

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015
Council Bill No. 2015-123

Item: Amendment to Consultant Agreement for design and Construction Management services on Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St.

Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Amendment to Agreement with Estimate of Engineering Costs
3) Council Bill No. 2015-123

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Amendment to Consultant Agreement with TranSystems Corporation in the not to exceed the amount of $109,602.00 for adding additional construction management services for the Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St.

Background: The Parks and Storm Water Sales Tax extension was approved by voters in 2011. The Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St. was included on the list of projects approved by voters. In November of 2013, Council Bill 2013-344 was approved authorizing the execution of a contract with the firm of TranSystems Corporation for the purpose of providing design services related to the Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St.

This "change order" is authorizing the second phase of work, not changing what they were originally hired to do, i.e. the survey and design phase. The original RFQ (May of 2013) stated that we had the discretion (intent) to dictate multiple phases and the additional scope of work we are having them do as part of this contract amendment was identified as a part of any future contract award . This firm was selected as part of a Qualification Based Selection evaluation process to do this work.

Discussion: The Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St. is in the 2015 budget for construction. To facilitate the project completion City staff has chosen to use the professional construction management services of TranSystems Corporation. This Council Bill will add the additional construction management services to the TranSystems Corporation contract and is for a not-to-exceed amount of $109,602.00 which brings the total design contract to $208,192.00

Recommendation: Staff recommends approval of the Amendment to Consultant Agreement with TranSystems Corporation in the not to exceed the amount of $109,602.00 for adding additional construction management services for the Ditch Improvements along the east side of Euclid Ave between Rolla St. and Odessa St. be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015
Council Bill No. 2015-124

Item: Award of Construction Contract for the Mill & Overlay –Recovery Area Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2015-124

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of a Construction Contract with Blevins Asphalt Company in the amount of $1,454,536.00 for the Mill & Overlay Project in the Recovery Area.

Background: The Mill & Overlay Project in the recovery area was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of 2014. In April of 2014 TranSystems was contracted to provide design of surface elements in the Green Area. There are four surface element projects, 15th Street C&G/Sidewalk replacement-under construction, C&G/Sidewalk Miscellaneous Spot Repairs-nearing completion, 26th Street Sidewalk- construction started, and this Mill and Overlay Project.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on Monday, March 30, 2015 with 3 firms bidding and Blevins Asphalt Company providing the lowest bid. The low bid was below the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract with Blevins Asphalt Company in the amount of $1,454,536.00 for Construction of the Mill & Overlay Project in the Recovery Area be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2015- 124 ORDINANCE NO.

AN ORDINANCE approving a contract to Blevins Asphalt in the amount of One Million Four Hundred Fifty Four Thousand Five Hundred Thirty Six and no/100 Dollars ($1,454,536.00) for the Mill & Overlay Project in the Recovery Zone project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to Blevins Asphalt in the amount of One Million Four Hundred Fifty Four Thousand Five Hundred Thirty Six and no/100 Dollars ($1,454,536.00) for the Mill & Overlay Project in the Recovery Zone project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the State DED Funds, Account Number 305-4550-530-8650 Project number GSTA 12.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

Tabulation of Bids: Designated Recover Zone and Mill and Overlay Project

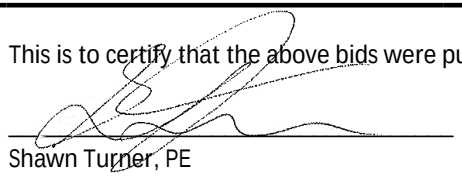
Designated Recovery Zone Mill and Overlay Project

Bid Date: 30-Mar-15

				Blevins Asphalt		APAC		Swift	
Item #	Item	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Section 1: Wisconsin, 26th, Geneva and Indiana								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	5370	$45.65	$245,140.50	$48.25	$259,102.50	$50.40	$270,648.00
1-2	Edge Milling, 0-7' Wide, 1" Thick	SY	13800	$0.85	$11,730.00	$1.15	$15,870.00	$1.30	$17,940.00
1-3	Full Width Milling, 2" Thick	SY	12500	$0.65	$8,125.00	$1.35	$16,875.00	$1.90	$23,750.00
1-4	Manhole Adjustment	EA	8	$530.00	$4,240.00	$24.30	$194.40	$50.00	$400.00
1-5	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-6	Pavement Marking	LS	1	$250.00	$250.00	$8,580.00	$8,580.00	$750.00	$750.00
	Section 1 Total				$274,480.50		$307,016.90		$316,888.00
					-		-		-
	Alternate 1: 13th, 14th, Florida, Texas, Campbell, Mississippi and Highview								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	4600	$45.65	$209,990.00	$48.30	$222,180.00	$48.85	$224,710.00
1-2	Edge Milling, 0-7' Wide, 2" Thick	SY	17070	$0.85	$14,509.50	$1.00	$17,070.00	$1.30	$22,191.00
1-3	Manhole Adjustment	EA	4	$530.00	$2,120.00	$24.30	$97.20	$50.00	$200.00
1-4	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-5	Pavement Marking	LS	1	$250.00	$250.00	$-	$-	$750.00	$750.00
	Alternate 1 Total				$231,864.50		$245,742.20		$251,251.00
					-		-		-
	Alternate 2: West 28th, West 29th, West 30th, West 31st, Even Avenue, Jennifer, Hearland Avenue								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	2290	$45.65	$104,538.50	$50.90	$116,561.00	$50.60	$115,874.00
1-2	Edge Milling, 0-7' Wide, 2" Thick	SY	10950	$0.85	$9,307.50	$1.00	$10,950.00	$1.30	$14,235.00
1-3	Manhole Adjustment	EA	4	$530.00	$2,120.00	$24.30	$97.20	$50.00	$200.00
1-4	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-5	Pavement Marking	LS	1	$250.00	$250.00	$-	$-	$740.00	$740.00
	Alternate 2 Total				$121,211.00		$134,003.20		$134,449.00
					-		-		-
	Alternate 3. Repair to 27th Street				-		-		-
1-1	Pavement Marking	LS	1	$19,695.00	$19,695.00	$19,125.00	$19,125.00	$18,000.00	$18,000.00
	Alternate 3 Total				$19,695.00		$19,125.00	$18,000.00	$18,000.00

	Alternate 4. 28th, Indainna, Penn., Ill, Mich and New Hampshire.								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	5900	$45.65	$269,335.00	$47.75	$281,725.00	$49.40	$291,460.00
1-2	Full width Milling, 2" thick	SY	49500	$0.65	$32,175.00	$1.40	$69,300.00	$1.90	$94,050.00
1-3	Manhole Adjustment	EA	8	$530.00	$4,240.00	$24.30	$194.40	$50.00	$400.00
1-4	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-5	Pavement Marking	LS	1	$250.00	$250.00	$1,753.00	$1,753.00	$750.00	$750.00
	Alternate 4 Total				$310,995.00		$359,367.40		$390,060.00
	Alternate 5: Kentucky, Grand, Missouri, Iowa, Minnesot, Ohio								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	3900	$45.65	$178,035.00	$48.70	$189,930.00	$49.40	$192,660.00
1-2	Full width Milling, 2" thick	SY	34500	$0.65	$22,425.00	$1.40	$48,300.00	$1.90	$65,550.00
1-3	Manhole Adjustment	EA	6	$530.00	$3,180.00	$24.30	$145.80	$50.00	$300.00
1-4	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-5	Pavement Marking	LS	1	$250.00	$250.00	$-	$-	$750.00	$750.00
	Alternate 5 Total				$208,885.00		$244,770.80		$262,660.00
	Alternate 6: South Highland, Delawar,24th, 25th, Oxark, Mississippi, Alabama, Ozark, McConnell								
1-1	Aspahltic Concrete Overlay, 2" BP-1	Tons	5500	$45.65	$251,075.00	$49.50	$272,250.00	$49.10	$270,050.00
1-2	Edge Milling, 0-7' Wide, 2" Thick	SY	5200	$0.85	$4,420.00	$1.30	$6,760.00	$1.30	$6,760.00
1-3	Full Width Milling, 2" Thick	SY	34500	$0.65	$22,425.00	$1.40	$48,300.00	$1.90	$65,550.00
1-4	Manhole Adjustment	EA	8	$530.00	$4,240.00	$24.30	$194.40	$50.00	$400.00
1-5	Patching	SY	100	$49.95	$4,995.00	$63.95	$6,395.00	$34.00	$3,400.00
1-6	Pavement Marking	LS	1	$250.00	$250.00	$774.00	$774.00	$750.00	$750.00
	Alternate 6 Total				$287,405.00		$334,673.40		$346,910.00
*	**Grand Total, All Sections and Alternates**				**$1,454,536.00**		**$1,644,698.90**		**$1,720,218.00**

This is to certify that the above bids were publicly opened, read aloud, and accompanied by acceptable bidders bonds.



Shawn Turner, PE

* Reflects corrections to minor addition and rounding errors.

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015
Council Bill No. 2015-125

Item: Construction Contract for the Murphy & Minnesota Intersection Project.

Originating Department: Public Works – Engineering

Attachments: 1) Bid Tabulation
2) Council Bill No. 2015-125

Department Head: Nicholas A. Heatherly	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Construction Contract with Southard Construction in the amount of Thirty One Thousand Seven Hundred Fifty Two and 80/100 Dollars ($31,752.80) for the Murphy & Minnesota Intersection project.

Background: The railroad crossing on Murphy Boulevard is a very old crossing and was in need of an upgrade. Representatives from MoDOT, the City, and Missouri Northern Arkansas Railroad assessed the crossing and it was determined that the crossing needed to be upgraded for public safety. The crossing has only cross bars and needs to be upgraded to an active crossing. In order to deter traffic from turning into the crossing arms while down it will be necessary for the city to widen and install a painted median on Minnesota Ave. MoDOT will pay $20,000 for the upgrade of Minnesota and the remainder will be pay from the city's Transportation Sales Tax fund.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on March 19, 2015 with 4 firms bidding and Southard Construction provided the lowest bid. The low bid was within the Engineer's estimate.

Recommendation: Staff recommends approval of a Construction Contract Southard Construction in the amount of Thirty One Thousand Seven Hundred Fifty Two and 80/100 Dollars ($31,752.80) for the Murphy & Minnesota Intersection project.

COUNCIL BILL NO. 2015- 125 ORDINANCE NO.

AN ORDINANCE approving a contract with Southard Construction in the amount of Thirty One Thousand Seven Hundred Fifty Two and 80/100 Dollars ($31,752.80) for the Murphy & Minnesota Intersection project in the City of Joplin, Missouri providing how the cost shall be made and levied, and containing an emergency clause and pending approval by MoDOT;

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

Section 1. That the contract be awarded to Southard Construction in the amount of Thirty One Thousand Seven Hundred Fifty Two and 80/100 Dollars ($31,752.80) for the Murphy & Minnesota Intersection project.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid $20,000 from a MoDOT grant and the remainder paid from the Transportation Sales Tax fund.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2014-2015 budget.

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

_____, 2015 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: Murphy & Minnesota Intersection
DATE OF BID OPENING: March 30, 2015

CONTRACTOR	BID
Southard Const	31,752.80
C2 Projects	38,685.35
Bennett Const	48,893.70
Sprouls Const	37,958.05

ATTACHMENT 1

Joplin, MO
Store #4478-00

DEVELOPMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2015, by and between the City of Joplin, Missouri hereinafter referred to as "City" and Wal-Mart Real Estate Business Trust, a Delaware statutory trust, hereinafter referred to as "Wal-Mart".

WITNESSETH:

WHEREAS, Wal-Mart has the contractual right to purchase certain property in the City described and depicted on Exhibit A (the "Property") attached hereto and made a part hereof; and

WHEREAS, Wal-Mart and the City mutually desire that the South Maiden Lane entrance to the proposed Wal-Mart development on the Property line up with the entrance to the Joplin city swimming pool across the street.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. In conjunction with Wal-Mart's development of the Property, Wal-Mart will relocate the existing South Maiden Lane entrance to the Joplin city swimming pool so as to line up with the Wal-Mart entrance and construct and install other improvements substantially as shown on the Off-Site Improvements Exhibit attached hereto. Construction of the entrance and improvements shall be completed at such time Wal-Mart applies for a Certificate of Occupancy for its store. Wal-Mart shall have no obligation to construct the improvements unless and until it develops the Wal-Mart Property and constructs an entrance to same from South Maiden Lane. Since the relocation of the entrance will remove three parking spaces, Wal-Mart will construct three new spaces as shown on the final plans approved by the City.
2. Wal-Mart will submit detailed plans and specifications for these improvements to the City for review and approval and will not commence work on City property until same have been approved, pursuant to the City's planning and building departments' policies, regulations and the City Code. The City will use its best efforts to advance the plans and specifications in a timely manner.

3. All improvements constructed pursuant to this Agreement shall be constructed on property owned by the City and the City hereby grants Wal-Mart the license to come on said property and excavate, grade, operate heavy equipment and do such things on the City property as shall be reasonably necessary to construct the improvements according to the approved plans.

4. All improvements constructed on City property pursuant to this Agreement shall belong to the City and shall be maintained by the City upon completion.

5. All improvements constructed on City property pursuant to this Agreement constructed by Wal-Mart at its sole cost.

6. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

7. This Agreement contains the entire agreement of the parties as to only the subject matter contained herein, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Agreement alone sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Agreement based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party. Each party agrees that this Agreement is the result of good faith arms length negotiations.

8. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specifically defined legal relationship.

9. This Agreement supersedes any prior oral agreements between the parties and no oral statements or representations between the parties concerning the Premises, not contained in this Agreement, shall have any force or effect. To the extent that this Agreement shall conflict with the terms of any prior written matter relating to the development of the property, this Agreement shall be controlling. Nothing contained in this Agreement (including exhibits) shall give rise to duties or covenants on the part of Wal-Mart, express or implied, other than the express duties and covenants set forth herein. ANY REPRESENTATION OF WAL-MART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT

INCORPORATED IN THIS AGREEMENT SHALL NOT BE BINDING UPON WAL-MART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. Nothing herein contained shall be construed to create any partnership or joint venture between the parties. This Agreement shall not be amended or added to in any way except by written instruments executed by both parties or their respective successors in interest.

10. It is mutually understood and specifically agreed that this Agreement is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

11. This Agreement shall be interpreted and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date and year first above written.

WITNESS:

City of Joplin, Missouri

By:_____

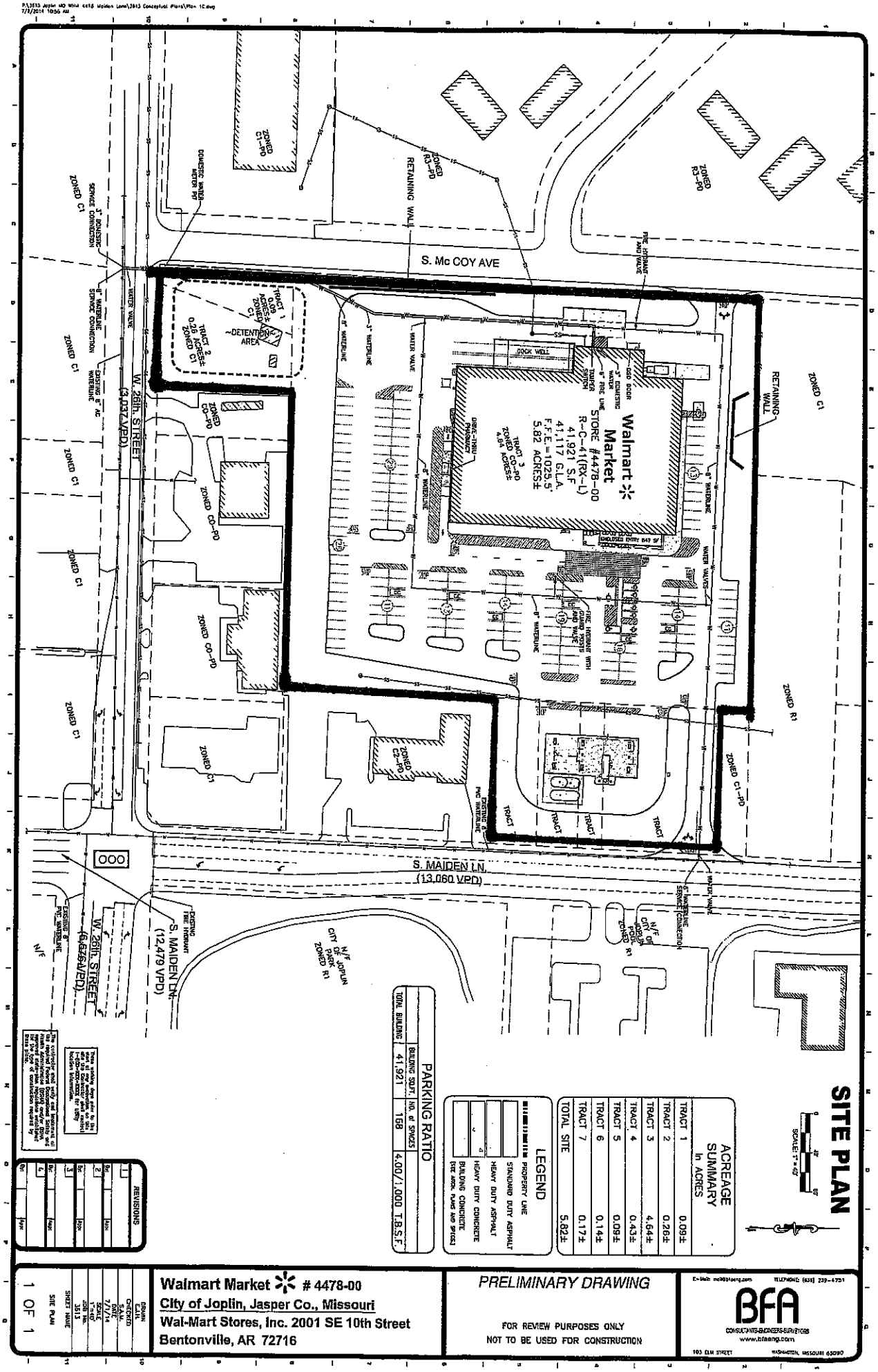
_____

Title:_____

Wal-Mart Real Estate Business Trust,
a Delaware statutory trust

By: _____
L.B. Johnson, Vice-President Real Estate

EXHIBIT A



SITE PLAN

SCALE: 1" = 40'

ACREAGE SUMMARY In ACRES	
TRACT 1	0.09±
TRACT 2	0.26±
TRACT 3	4.64±
TRACT 4	0.43±
TRACT 5	0.09±
TRACT 6	0.14±
TRACT 7	0.17±
TOTAL SITE	5.82±

LEGEND

- PROPERTY LINE
- STANDARD DUTY ASPHALT
- HEAVY DUTY ASPHALT
- HEAVY DUTY CONCRETE
- BUILDING CONCRETE (SEE ARCH. PLANS AND SPECS)

PARKING RATIO	BUILDING SQ.FT.	NO. of SPACES	
TOTAL BUILDING	41,921	168	4.00/1,000 T.B.S.F.

REVISIONS

No.	Description	Date
1		
2		
3		

Walmart Market # 4478-00
City of Joplin, Jasper Co., Missouri
Wal-Mart Stores, Inc. 2001 SE 10th Street
Bentonville, AR 72716

PRELIMINARY DRAWING

FOR REVIEW PURPOSES ONLY
NOT TO BE USED FOR CONSTRUCTION

BFA
CONSULTANTS-ENGINEERS-SURVEYORS
www.bfaeng.com
103 ELM STREET WASHINGTON, MISSOURI 63090
E-Mail: mail@bfaeng.com TELEPHONE: (636) 239-4731

DRAWN	CLH
CHECKED	SAM
DATE	7/7/14
SCALE	1"=40'
JOB No.	3813
SHEET NAME	SITE PLAN

1 OF 1

Exhibit A
Page 2 of 3
Property Legal Description

Tract 1:
That part of Miscellaneous Tract Numbered Fourteen (14) in Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, being described as follows: Commencing at the East Quarter corner of said Section 16; thence North 01 degrees 37 minutes 56 seconds East along the East line of Section 16, 175.10 feet; thence North 89 degrees 47 minutes 51 seconds West 180.00 feet to the Southwest corner of Lot Numbered Eighty-six (86) in LUDWIG'S FIRST ADDITION, being the point of beginning; thence continuing North 89 degrees 47 minutes 51 seconds West, 408.44 feet to the East right-of-way line of McCoy Avenue; thence North 01 degrees 36 minutes 14 seconds East along said right-of-way, 493.70 feet; thence South 88 degrees 47 minutes 29 seconds East 408 .53 feet to the Southwest corner of Lot Numbered Seventy-nine (79) in LUDWIG'S FIRST ADDITION; thence South 01 degrees 37 minutes 38 seconds West 486.53 feet to the point of beginning.

Tract 2:
All of Lot Numbered Eighty (80) and all of Lot Numbered Eighty-one (81), EXCEPT the South 25 feet thereof , in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 3:
All of the South 25 feet of Lot Numbered Eighty-one (81) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 4:
All of Lot Numbered Eighty-two (82) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 5:
All of Lot Numbered Eighty-three (83) in LUDWIG'S FIRST ADDITION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

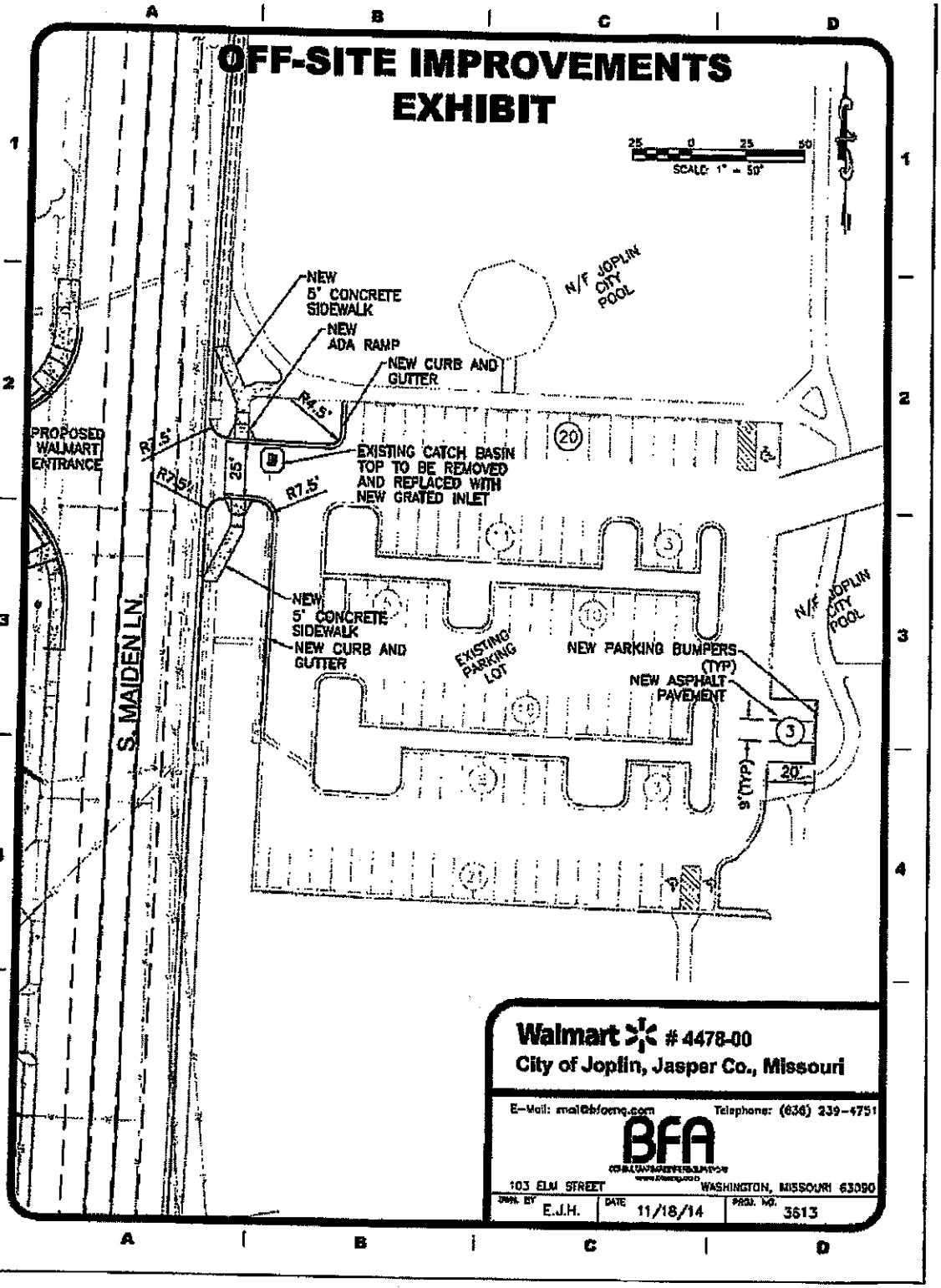
Exhibit A
Page 3 of 3
Property Legal Description Continued

Tract 6:

All of Lot Numbered One Hundred Nine (109) in LUDWIG'S FIRST ADDTION to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

Tract 7:

Commencing at the Southeast corner of the Northeast Quarter of Section 16, Township 27, Range 33, thence West 582.82 feet, thence North 25 feet to the point of beginning, thence West 15.91 feet, to the East line of McCoy Avenue, thence North along said East line 150 feet, thence East 60.95 feet, thence Southwesterly a distance of 157.75 feet to the point of beginning, being a part of Miscellaneous Lot 14, said Section 16, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.



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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: Agreement between the City of Joplin, Missouri and Wal-Mart Real Estate Business Trust, A Delaware statutory Trust.

Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Development Agreement
2) Council Bill No. 2015-352

Department Head: Troy Bolander	Date:
Finance Department: Leslie Haase	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Samuel L. Anselm	Date:

Recommended Action: Approval of Council Bill No. 2015-352

INTRODUCTION:

Request to enter into a development agreement with Wal-Mart Real Estate Business Trust (Wal-Mart) to allow them to re-locate the Maiden Lane entrance into Cunningham Park/Swimming Pool.

DISCUSSION:

In September of 2014, the City Council approved the rezoning for a new Wal-Mart Neighborhood Market located along Maiden Lane north of 26th St. across from the Cunningham Park/ Swimming Pool parking lot. At the city's request, the site plan presented to Council showed the relocation of the Cunningham Park/Swimming Pool entrance to better align it with the proposed Wal-Mart Neighborhood Market entrance. This was done from a safety perspective to encourage a safer cross street ingress/egress between both the Neighborhood Market and Cunningham Park/Swimming Pool. Wal-Mart has agreed to pay for the cost associated with the relocation of the park/swimming pool entrance. Other improvements Wal-Mart will be doing as a result of the entrance relocation includes constructing new sidewalks, relocating trees, catch basin improvements and constructing three new parking spaces on the east side of the existing parking lot due to three parking spaces being taken by the new entrance. The attached development agreement formalizes the responsibilities of Wal-Mart concerning the relocation of the entrance.

RECOMMENDATION:

That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval.

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

COUNCIL BILL NO. 2015-352 **ORDINANCE NO.**

AN ORDINANCE approving a development agreement between Wal-Mart Real Estate Business Trust and the City of Joplin for the relocation of the entrance into Cunningham Park/Swimming Pool parking lot and containing an emergency clause.

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

Section 1. The agreement is by and among Wal-Mart Real Estate Business Trust hereafter referred to as **("Wal-Mart")** and the City of Joplin, Missouri, a Missouri municipal corporation hereafter referred to as **("City")**, whereas

Section 2. The agreement (**attached hereto as "Attachment 1")** defines both Wal-Mart's and the City's responsibilities in regards to the relocation of the current Maiden Lane entrance into Cunningham Park/Swimming Pool parking lot.

Section 3. That the City Manager, or his designee, is hereby authorized to execute said Agreement, or agreement substantially similar in form, for and on behalf of the City of Joplin.

Section 4. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. It is important that these events take place so that the planning and construction can begin so that the improvements can be completed to meet certain deadlines.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: Council Bill No. 2015-353 authorizing and approving an Amendment to the Agreement between the City of Joplin and TriState Engineering.

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Council Bill No. 2015- 353; Exhibit - Agreement

PUBLIC WORKS DIRECTOR:	Nick Heatherly	Date:
PLANNING & CD DIRECTOR:	Troy Bolander	Date:
FINANCE DIRECTOR:	Leslie Haase	Date:
CITY ATTORNEY:	Peter C. Edwards	Date:
CITY MANAGER:	Sam L. Anselm	Date:

INTRODUCTION:

This Council Bill authorizes the City of Joplin to amend the Agreement with TriState Engineering for Civil Site Engineering Services relating to the Economic Development Administration funded Library at 20th & Connecticut for the upsizing of a stormwater line to the library site.

DISCUSSION:

This Council Bill authorizes the City of Joplin to amend the February 3, 2015 Agreement with TriState Engineering for Civil Site Engineering Services to include additional needed stormwater improvements in the planning of the new library and associated infrastructure at 20th & Connecticut; authorizing the City Manager to execute said Amendment to the Agreement in substantially similar form; and containing an emergency clause.

The engineering firm will continue to work closely with City and Library leadership, and the City procured project manager, CBC group, and other entities to design the library facility, including such items as civil engineering and site design, and developing associated infrastructure improvements, to include the identified needed stormwater improvements to the site.

RECOMMENDATION:

These improvements are covered within the existing Economic Development Administration grant award. Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2015-353 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to amend the Agreement with TriState Engineering for Civil Site Engineering Services to include additional stormwater improvements in the planning and coordination of the new library and associated infrastructure at 20th & Connecticut; authorizing the City Manager to execute said Amendment to the Agreement in substantially similar form; and containing an emergency clause.

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

Section 1. That the City amend the February 3, 2015 Agreement by and between the City of Joplin and TriState Engineering for Civil Site Engineering Services dealing generally with site development and coordination of the Economic Development Administration funded library complex at 20th & Connecticut to include an additional amount not to Sixty-Nine Thousand and Five Hundred Dollars ($69,500.00), attached hereto as Scope of Services, Exhibit E.

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

Section 3. That this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, the same shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance requires the City of Joplin to initiate public improvement planning and construction of the Joplin Library and associated infrastructure under the grant award from the Economic Development Administration (EDA). It is important that these events take place so that the design, planning and construction can begin so that the improvements can be completed in accordance with the EDA grant requirements.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: TriState Engineering Address: 702 South Main Joplin, MO 64801	
Attention: Tony Robyn		Attention: Clayton Cristy	
Department: Planning, Development, and Neighborhood Services		Phone: (417) 781-0643	Fax:
Phone: 417-624-0820 x541	Fax: 417-624-4620		

WORK AUTHORIZATION NUMBER 1
TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit E***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit E***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit E***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number 1 exceed the sum of Forty-Five Thousand Dollars $45,000.

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless

of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation….Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Twenty-Seven Thousand Four Hundred Eighty-Nine and no/100 Dollars ($2,727,489.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Nine Thousand One Hundred Twenty-Three and no/100 Dollars ($409,123.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Tony Robyn,
Assistant Director of Planning

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: TriState Engineering Inc.

By: _____

Printed Name: Clayton Cristy

Title: PE, President

Date: _____

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

March 26, 2015

EXHIBIT E

City of Joplin
602 S. Main St.
Joplin, MO 64801

Re: Joplin Public Library – Storm Drain Improvements
Proposal for Engineering Services

Dear Mr. Robyn

We appreciate the opportunity to respond to your request for a proposal for engineering and easement services. Based on the information provided our proposal is:

1. Storm Drainage Improvement for New Joplin Library:

   - Additional topographic survey and verification of the location of storm drain system previously surveyed by Anderson Engineering.
   - Research location of existing easements and right-of-ways for existing alignment.
   - Acquire ten title searches.
   - Conduct Hydraulic and Hydrological analysis of the proposed system. Future stormwater drainage capacity from S. Delaware Ave. will be included.
   - Prepare construction plans and profiles of the proposed system.
   - Utility Coordination
   - Prepare Bidding Documents for the proposed improvements
   - Assist in evaluation of bids
   - Construction Phase Services shall include the following:
     -Shop Drawing Review
     -Schedule Review
     -Periodic Site Visits for general conformance to plans
     -Pay Request Review
     -Attend construction meetings, including pre-construction meeting, with contractor and his subcontractors as part of the site visit schedule.
     -Conduct a substantial completion punch list.
   - Prepare Temporary Easements for a maximum of 10 parcels
   - Easement Negotiations for a maximum of 10 parcels
     An estimated fee amount of $1500 per parcel for negotiation activity will include preparation of easement descriptions, acquisition documents and a least three (3) contacts with the owners to insure that the owner has the opportunity to consider offer of compensation, free of coercion, and securing a signed conveyance. If negotiations are unsuccessful after three attempts, The

City will be notified that negotiating activity has failed and Tri-State Engineering will request direction on how to proceed.

The above negotiation fee is based upon the following the City providing Tri-State Engineering with the following:

[1] applicable right of way or easement brochure example
[2] applicable conveyance example for purchases
[3] all conveyances and documents will be turned over to The City for closing each transaction

The following shall be considered additional services:

Appraisals
Condemnation Services

The attached map shows the existing location of the stormwater drain system and the proposed routes. The lot owned by the City near E. 15th St. and S. Delaware Ave. will provide access east. A minimum of one easement will have to be acquired from the lot located between S. Delaware Ave. and S. Murphy Blvd. to reach the regional detention pond.

We will provide these services on an hourly basis per our current hourly rate schedule under the existing Public Library Contract.

Our estimated hourly fees for providing these services are:

Total Engineering and Easement Services Fees: $ 69,500.00

We appreciate the opportunity to work together with you on this project. If you have any questions, please contact us.

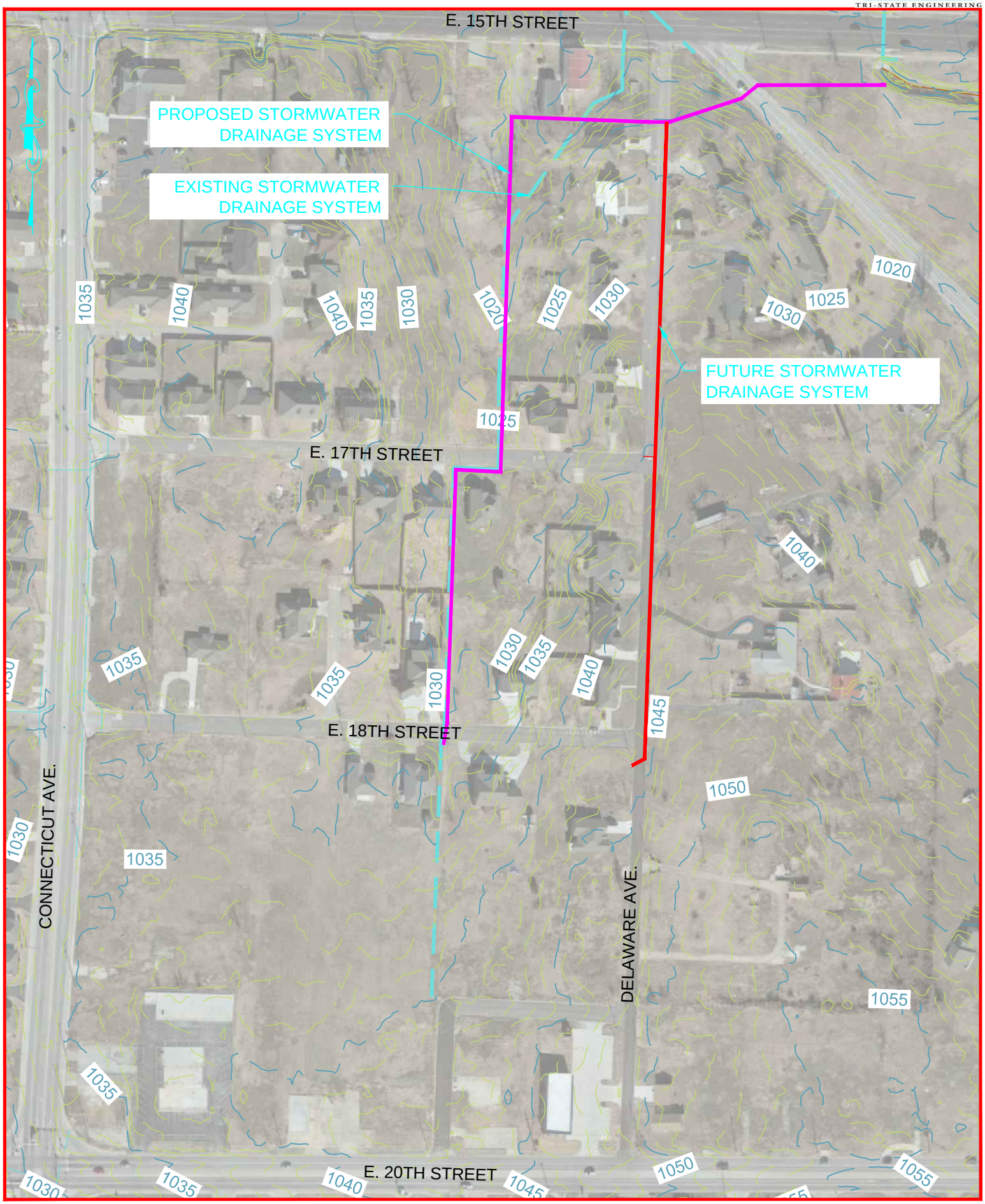
Sincerely,
Tri-State Engineering, Inc.

Clayton Cristy, P.E.

TSE
TRI-STATE ENGINEERING
Toll-Free: 866-781-0643 • www.tristate-engineering.com
702 S. Main, Joplin, MO 64801 • 608 W. Will Rogers Blvd., Claremore, OK 74017

CITY OF JOPLIN, MO
PUBLIC LIBRARY
EXHIBIT A: STORMWATER DRAINAGE ALIGNMENT

Scale: 1"=200'



City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 6, 2015

COUNCIL BILL 2015-504
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT PETITION, EXHIBIT "A"

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

INTRODUCTION:
This Council Bill approves a Community Improvement District Petition for the Hope Valley Development.

DISCUSSION:
The Hope Valley Developers submitted a petition to the City to form a community improvement district (CID) in order to supplement the approved TIF District for Hope Valley. A CID is a commonly used financing tool to fund public improvements. The proposed district includes all the property contained within the Hope Valley TIF District. Therefore, there are existing businesses that will be affected, such as Cracker Barrel, Furniture Row, Fazoli's and the Microtel Hotel to name a few. When the Hope Valley TIF District was approved, the CID was a component of the overall plan in order to finance the reimbursable portion of the infrastructure costs.

The petition proposes to add a 1% sales tax within the district to help fund the improvements listed as part of the TIF development. There will not be any debt issued through this CID; the improvements will be reimbursed as the sales taxes are collected. The petition proposes imposing the additional sales tax for up to thirty years or until the TIF reimbursable costs are repaid, whichever occurs first. When a CID overlays a TIF District, fifty percent (50%) of the CID sales tax goes to the TIF and fifty percent (50%) goes to the CID. The entire purpose for this CID is to assist in reimbursing the extraordinary infrastructure costs of developing this site.

This District will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board.

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

COUNCIL BILL NO. 2015-504 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the Hope Valley Community Improvement District and creating the Hope Valley Community Improvement District; and containing an emergency clause.

WHEREAS, Sections 67.1401 to 67.1571 RSMo (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Joplin, Missouri (the "City") is a charter city and a political subdivision 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, on December 8, 2014 (revised on March 2, 2015), property owners within the proposed community improvement district collectively owning more than fifty percent (50%) by assessed value of the real property and more than fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Hope Valley Community Improvement District (the "District"), and said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are seeking a determination that the proposed district is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%),

upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on April 6, 2015, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District and make such other findings as necessary.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Tim O'Reilly	2 years
Justine Postorino	2 years
Kevin Steele	4 years
Richard Joseph, Jr.	2 years
Jon Stouffer	4 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition and this Ordinance.

Section 7. The District shall have no power to issue CID Obligations unless it submits any proposed Obligations to the City for review and obtains the approval of the City Council.

Section 8. The District shall have no power to undertake the provision of District services as authorized in Section 67.1461 RSMo, without first obtaining the approval of the City Council.

Section 9. The maximum length of time for the existence of the District shall be until the earlier of: (a) thirty (30) years from the date of this Ordinance; or (b) at such time as (i) the District Project has been completed and all District Reimbursable Project Costs and related Financing Costs to be funded with District Revenues have been reimbursed, and (iii) all costs included in the column titled "Total TIF Reimbursable Cost" in the budget included in Exhibit C of the Petition have been reimbursed.

Section 10. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council has found and declared that the area described in the Petition is a blighted area pursuant to Sections 99.800 to 99.865 RSMo (pursuant to the Hope Valley Tax Increment Financing Plan approved by Ordinance No. 2014-109).

Section 11. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 12. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all

certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 13. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section14. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with public improvements in a development and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Establish the Hope Valley Community Improvement District

[see attached]

EXHIBIT "A"

PETITION FOR CREATION

OF A

COMMUNITY IMPROVEMENT DISTRICT

UNDER MISSOURI REVISED STATUTES 67.1401 TO 67.1571 AS AMENDED

PETITION SUBMITTED TO: City of Joplin, Missouri

DATE OF PETITION: December 8, 2014-Revised March 2, 2015

NAME OF THE PROPOSED DISTRICT: Hope Valley Community Improvement District

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Comes now the recorded owners of more than 50% of the property owners and 50% of the total assessed value of all real property within the proposed Community Improvement District requesting the establishment of a Community Improvement District as allowed under Missouri Revised Statutes 67.1401 to 67.1571, as amended.

The Petition request that the City Clerk of Joplin, Missouri, review said petition to certify that it complies with the requirements of subsection 2 of Missouri Revised Statute 67.1421 and contains all required information.

The Petition request that City Council of Joplin, Missouri hold a public hearing in accordance with Missouri Revised Statute 67.1431 to receive public comments concerning the Petition.

The Petition request that upon the conclusion of the required public hearing that an Ordinance be adopted establishing the Hope Valley Community Improvement District as a political subdivision granting it the powers as provided for under Missouri Revised Statutes 67.1401 to 67.1571, as amended and other such powers as stated and requested within the Petition.

REQUIRED COMPONENTS OF THE PETITION:

1. **THE LEGAL DESCRIPTION OF THE PROPOSED DISTRICT:** Attached as ***Exhibit A*** of this Petition. All real property is contiguous as required under RSMo 67.1411. A map of the proposed District boundaries is attached as ***Exhibit B***.

2. **THE NAME OF THE PROPOSED DISTRICT:** Hope Valley Community Improvement District.

3. **NOTICE THAT SIGNATURES OF THE SIGNERS MAY NOT WITHDRAW THEIR SIGNATURE LATER THAN SEVEN DAYS AFTER THE PETITION IS FILED WITH THE COUNTY CLERK:** See statement on signature page of Petition.

4. **A FIVE-YEAR PLAN FOR THE DISTRICT:** Attached as ***Exhibit C*** of this Petition.

5. **STATEMENT OF THE TYPE STRUCTURE THE DISTRICT WILL BE FORMED:** The District shall be formed as a political subdivision under RSMo Sections 67.1401 to 67.1571, as amended.

6. **GOVERNING BOARD OF DIRECTORS:** The District shall be governed by a board of directors appointed by the Mayor with the consent of the City Council of Joplin, Missouri as provided under Missouri Revised Statutes 67.1451, as amended. The terms of the members of the District's board of directors shall be as follow:

a. Of the initial appointed directors named below, one-half shall be appointed to serve for a two-year term, and one-half shall be appointed to serve for the term of four years, and if an odd number of directors are appointed, the last person appointed shall serve for a two-year term; provided that each director shall serve until such director's successor is appointed. Successor directors shall be appointed in the same manner as the initial directors and shall serve for a term of four years.

7. **NUMBER OF DIRECTORS:** The number of directors shall be five, serving four-year staggered terms except as provided below for the initial members of the board of directors. The directors shall be at least eighteen years of age; and either an owner as defined in RSMo 67.1401, of real property or of a business operating within the District or a registered voter residing within the district. In accordance with Section 67.1451 paragraph 2, sub paragraph (3) of the Missouri Revised Statutes; "if there are fewer than five owners of real property located within a district, the board may be composed of up to five legally authorized representatives of any of the owners of real property located within the district."; The initial board of directors, composed of five legal representatives of the petitioners are herein proposed.

DIRECTOR	TERM
a. Tim O'Reilly	Two-Year Term
b. Justine Postorino	Two-Year Term
c. Kevin Steele	Four-Year Term
d. Richard Joseph, Jr.	Two-Year Term
e. Jon Stouffer	Four-Year Term

8. **TOTAL ASSESSED VALUE OF ALL REAL PROPERTY OF THE DISTRICT:** See Exhibit A for legal descriptions. **$2,931,190.**

9. **SEEKING BLIGHTED STATUS:** The Petitioners are seeking a blighting status for the district. **(See Blight Study Exhibit D)**

10. **PROPOSED LENGTH OF TIME FOR THE EXISTENCE OF THE DISTRICT:** The Petitioners herein request that the number of years be thirty years from the adoption of the Ordinance approving this Petition as provided in RSMo. 67.1481.

11. **MAXIMUM SALES TAX RATE TO BE IMPOSED:** The Petitioners herein request that a maximum one-percent (1%) sales and use tax be imposed on all retail sales made within the District which are subject to taxation pursuant to sections 144.010 to 144.525, RSMo, except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities, subject to approval by the qualified voters of the District.

12. **MAXIMUM RATE OF REAL PROPERTY TAXES:** No property tax is proposed to be imposed by District.

13. **MAXIMUM RATE OF SPECIAL ASSESSMENTS AND METHOD OF ASSESSMENTS:** None.

14. **DISTRICT FUND TO BE ESTABLISHED:** The Petitioners will establish funds and accounts with a depository bank or trust company designated to receive any and all revenue and pay all expenses of the District and to disburse them in accordance of the actions and directions of the Hope Valley Community Improvement District Board of Directors.

15. **LIMITATIONS ON BORROWING CAPACITY OF DISTRICT:** The District will have no preset borrowing limitations prescribed by this petition.

16. **LIMITATIONS ON REVENUE OF DISTRICT:** The District shall not be limited in the amounts or type of revenue, except as allowed by RSMo 67.1401 to 67.1571 as amended.

17. **OTHER LIMITATIONS**: No other limitations are herein requested by this Petition.

The Petitioners herein request that the City Council of the City of Joplin, Missouri authorize the creation of the Hope Valley Community Improvement District as herein requested and grant it the powers and authority as provided for under Missouri Revised Statutes 67.1401 to 67.1571 as amended and as provided in this Petition.

BALANCE OF PAGE LEFT BLANK INTENTIONALLY

PETITION EXECUTED BY ALL PROPERTY OWNERS-SIGNATURES FOLLOWS THIS PAGE

PETITIONERS:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989 A ½ Interest

&

Joseph Properties, LP A ½ Interest
1520 West 8th Street
Joplin, MO 64841

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Jim Hardy & Elma Kanan, trustees of the Ahmed Fannun Kanan Trust Dated January 6, 1989 and the Elma Kannan Trust dated January 6, 1989 and Elma Kanan, Managing Partner for Joseph Properties, LP, the recorded owners of an undivided 1/2 interest of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. We, the authorized signers of this Petition, further understand that we may not withdraw our signatures from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.

By executing this petition, the undersigned represents and warrants that they have authority to execute the Petition on behalf of the recorded owner, which is the recorded owner of a fractional 1/2 interest, each in the property describe herein.

SIGNATURE: _____
DATE: 7/2/14

SIGNATURE: _____
DATE: _____

SIGNATURE: Elma Kanan
DATE: 7-2-2014

OWNER OF THE FOLLOWING PARCEL NUMBERS:

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-2.001	ASSESSED VALUE: $2,910	ACRES:	7.15
NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.000	ASSESSED VALUE: $43,610	ACRES:	115.59
NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.000	ASSESSED VALUE: $11,650	ACRES:	1.94
NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.005	ASSESSED VALUE: $420,710	ACRES:	7.08
NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.006	ASSESSED VALUE: $14,240	ACRES:	0.09
TOTAL TOTAL PARCELS (5)	ASSESSED VALUE: $493,120	ACRES:	131.85

PAM KUEHN
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: August 22, 2014
Commission Number: 10546797

STATE OF MISSOURI)
)SS.
COUNTY OF Newton)

Before me personally appeared Jim Hardy, Elma Kanan,
AND _____, to me personally known to be the individuals described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document as a fractional owner of the real property described within this Petition.

WITNESS my hand and official seal this 2nd day of July, 2014

Notary Public Pam Kuehn **Commission Expires** 8/22/14

PETITIONERS:

Joseph Properties, LP
1520 West 8th Street
Joplin, MO 64841

Legal Description and Map of property owned attached as Exhibit A of the Petition.
Richard Joseph, the Managing Partner of Joseph Properties, LP, the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE: Richard Joseph
DATE: 7-1-14

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.003 ASSESSED VALUE: $39,290 ESTIMATED ACRES: 1.88 ACRES

STATE OF MISSOURI)
)SS.
COUNTY OF Newton)

PAM KUEHN
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: August 22, 2014
Commission Number: 10546797

Before me personally appeared Richard Joseph, to me personally known to be the individual described in and executed the foregoing instrument. and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this 1st day of July, 2014

Notary Public Pam Kuehn **Commission Expires** 8/22/14

PETITIONERS:

Varni, LLC
4101 Richard Joseph Blvd
Joplin, Mo 64804

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Lalit Karia, the Owner of Varni, LLC, the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE: _____
DATE: 7/25/14

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.001 ASSESSED VALUE: $302,270 ESTIMATED ACRES: 1.32 ACRES

STATE OF MISSOURI)
)SS.
COUNTY OF Newton)

Before me personally appeared Lalit Kumar Karia, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this 25 day of July, 2014

Notary Public DeAnna Simon **Commission Expires** 7-23-2018

DEANNA L. SIMON
Notary Public – Notary Seal
STATE OF MISSOURI
Newton County
My Commission Expires July 23, 2018
Commission #14395230

PETITIONERS:

Triangle Industrial Park
1948 Santa Fe
Olathe, KS 66062

Legal Description and Map of property owned attached as Exhibit A of the Petition:
MICHAEL H. FISHMAN, the MANAGING PARTNER of the Triangle Industrial Park, the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE: Michael H Fishman
DATE: 7/1/14

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.004 ASSESSED VALUE: $193,210 ESTIMATED ACRES: 2 ACRES

STATE OF ~~MISSOURI~~ Kansas)
)SS.
COUNTY OF Johnson)

Before me personally appeared MICHAEL H. FISHMAN, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this 1st day of July, 2014

Notary Public Michele L. Hart **Commission Expires** 5/16/16

NOTARIAL SEAL KANSAS
MICHELE L. HART
Notary Public - State of Kansas
My Appointment Expires
5/16/16

PETITIONERS:

Cracker Barrel Old County Store, Inc.
307 Hartman Drive
Lebanon, TN 37087

Legal Description and Map of property owned attached as Exhibit A of the Petition:
_____, the _____ of the Cracker Barrel Old Country Store, Inc., the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____
_____

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.001 ASSESSED VALUE: $416,930 ESTIMATED ACRES: 3.35 ACRES

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared _____, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this _____ day of _____, 2014

Notary Public_____ **Commission Expires** _____

PETITIONERS:

Furniture Row USA, LLC
5603 North Broadway
Denver, CO 80216

Legal Description and Map of property owned attached as Exhibit A of the Petition:
_____, the _____ of the Furniture Row USA, LLC., the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____
_____

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.003 ASSESSED VALUE: $734,210 ESTIMATED ACRES: 4.13 ACRES

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared _____, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this _____day of _____, 2014

Notary Public_____ **Commission Expires** _____

PETITIONERS:

FazWest Properties , LLC
P.O. Box 10726
Springfield, Mo 65808

Legal Description and Map of property owned attached as Exhibit A of the Petition:
_____, the _____ of the FazWest Properties, LLC., the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE:_____
DATE:_____
_____

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.004 ASSESSED VALUE: $112,320 ESTIMATED ACRES: 1 ACRE

STATE OF MISSOURI)
)SS.
COUNTY OF_____)

Before me personally appeared _____, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this _____ day of _____, 2014

Notary Public_____ **Commission Expires** _____

PETITIONERS:

O'Reilly Hospitality VII- Joplin TP
2808 South Ingram Mill Road
Springfield, Mo 65804

Legal Description and Map of property owned attached as Exhibit A of the Petition:
Tim O'Reilly, the Manager of the O'Reilly Hospitality VII-Joplin TP, the recorded owner of the described property within the proposed Hope Valley Community Improvement District do hereby submit this Petition to the City Council of Joplin, Missouri for consideration as requested. I, further understand that I may not withdraw my signature from this Petition for any reason after the seventh day after it has been submitted to the City Clerk.
By executing this petition, the undersigned represents and warrants that he or she is authorized to execute this document on behalf of the recorded owner of property describe herein.

SIGNATURE: T O'Reilly
DATE: 12/4/14

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.007 ASSESSED VALUE: $639,840 ESTIMATED ACRES: 1.69 ACRES

STATE OF MISSOURI)
)SS.
COUNTY OF Greene)

Before me personally appeared Tim O'Reilly, to me personally known to be the individual described in and executed the foregoing instrument, and possessing such documentation as to demonstrate his legal authority to execute this document on behalf of the owner of the real property described within this Petition.

WITNESS my hand and official seal this 4th day of December, 2014

Notary Public Justine A Postorino **Commission Expires** 6/24/18
Justine A Postorino

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

JUSTINE A. POSTORINO
My Commission Expires
June 24, 2018
Greene County
Commission #14628606

EXHIBIT A
LEGAL DESCRIPTIONS AND MAP OF PROPOSED HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

LEGAL DESCRIPTIONS AND OWNERSHIP OF EACH PARCEL WITHIN THE HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

FOLLOWING IS A LISTING OF THE OWNERS, ADDRESSES, NEWTON COUNTY TAX PARCEL NUMBER, CURRENT ASSESSED VALUE, ESTIMATED ACRES OF EACH PARCEL, CLASSIFICATION FOR TAXING PURPOSES, AND THE CURRENT USE AS PER THE NEWTON COUNTY ASSESSOR'S RECORDS. ESTIMATED ACRES MAY NOT MATCH THE ESTIMATED ACRES ASSIGNED TO EACH PARCEL BY THE NEWTON COUNTY ASSESSOR, ESTIMATES WERE MADE FROM CURRENT SURVEYS, NOT OF PUBLIC RECORD.

PARCEL 2.001 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989
&
Joseph Properties, LP
1520 West 8th Street
Joplin, MO 64841

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-2.001 **ASSESSED VALUE:** $2,910
ESTIMATED ACRES: 7.15 ACRES **CLASSIFICATION:** RESIDENTIAL **CURRENT USE:** VACANT LAND

LEGAL DESCRIPTION:
THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27, RANGE 33, LYING SOUTH OF I-44, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, except THE SOUTHWEST QUARTER OF THE NORTHWEST OF THE SOUTHWEST QUARTER THEREOF.

THE BALANCE OF THIS PAGE IS LEFT BLANK INTENTIONALLY

PARCEL 6.000 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989
A ½ Interest
&
Joseph Properties, LP
1520 West 8th Street
Joplin, MO 64841
A ½ Interest

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.000 **ASSESSED VALUE: $43,610**
ESTIMATED ACRES: 115.59 ACRES **CLASSIFICATION: RESIDENTIAL** **CURRENT USE: VACANT LAND**

LEGAL DESCRIPTION:
97.08 Acres as per survey
TRACT 1
A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF 44TH STREET, NORTH 89°53'40" 372.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°39'16" EAST, 633.73 FEET; THENCE 258.17 FEET ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARS NORTH 17°23'22" EAST A DISTANCE OF 254.94 FEET; THENCE 307.09 FEET ALONG A 530.03 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARS NORTH 16°31'35" EAST, 302.81 FEET; THENCE NORTH 86°22'07" EAST, 651.02 FEET; THENCE NORTH 03°37'53" WEST, 630.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°22'07" EAST, 980.19 FEET, THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 542.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 3475.95 FEET; THENCE SOUTH 22°38'19" WEST, 277.82 FEET; THENCE SOUTH 67°23'07" EAST, 462.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE 181.73 FEET ALONG A 422.17 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 01°49'44" WEST, 89.56 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., SOUTH 01°28'08" WEST, 1148.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT THREE (3) COURSES; THENCE SOUTH 46°22'28" WEST, 13.04 FEET; THENCE SOUTH 89°23'23" WEST, 2111.49 FEET; THENCE SOUTH 89°53'40" WEST, 940.90 FEET, TO THE POINT OF BEGINNING. CONTAINING 97.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

1.97 Acres as per survey (Lot south of Head Start)

TRACT 2
A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 274.98 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°53'40" EAST, 312.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°39'16" WEST, 274.98 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET, SOUTH 89°53'40" WEST, 312.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.97 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2.22 Acres as per survey (Lot south of 43rd Street west of Rangeline)
TRACT 3
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET, NORTH 89°53'40" EAST, 1312.90 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°23'23" EAST, 2190.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD. AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 43°35'28" WEST, 13.77 FEET; THENCE NORTH 01°28'08" EAST, 288.92 FEET; THENCE NORTH 46°23'30" EAST, 21.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 43RD STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 88°36'30" EAST, 335.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, SOUTH 01°28'37" WEST, 217.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT SIX (6) COURSES; THENCE SOUTH 70°07'10" WEST, 94.33 FEET; THENCE NORTH 19°52'50" WEST, 33.00 FEET; THENCE SOUTH 70°07'10" WEST, 20.00 FEET; THENCE SOUTH 19°52'50" EAST, 33.00 FEET; THENCE SOUTH 69°07'10" WEST, 140.98 FEET; THENCE SOUTH 89°23'33" WEST, 102.48 FEET TO THE POINT OF BEGINNING. CONTAINING 2.22 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

2.59 Acres as per survey (Lot south of Microtel, west of Rangeline)
TRACT 4
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 360.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH

01°25'53" WEST, 322.15 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 322.76 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 88°30'36" EAST, 349.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD AND THE POINT OF BEGINNING. CONTAINING 2.59 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

0.09 Acres as per survey(Small pie shape at the entrance of Marriot and Social Security Building)
TRACT 7
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 574.98 FEET; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°39'16" EAST, 1253.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF INTERSTATE 44, NORTH 86°22'07" EAST, 2088.16 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 602.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°35'28" EAST, 64.85 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 348.00 FEET; THENCE SOUTH 22°38'19" WEST, 103.17 FEET; THENCE SOUTH 67°23'07" EAST, 328.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°31'13" WEST, 5.31 FEET; THENCE SOUTH 89°48'54" EAST, 60.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 01°49'44" WEST, 39.97 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., NORTH 01°28'08" EAST, 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 41ST STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE OF 41ST STREET FOR THE NEXT TWO (2) COURSES; THENCE 143.03 FEET ALONG A 120.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, SOUTH 56°51'28" WEST, 134.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 22°39'18" EAST, 129.64 FEET; THENCE SOUTH 67°22'52" EAST, 114.16 FEET, TO THE WEST RIGHT-OF-WAY LINE OF SAID RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°28'08" WEST, 2.83 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

11.21 Acres as per survey (land west of South Richard Joseph Blvd, south of Richard Joseph Blvd, and north of the Head Start property)
TRACT 8
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01°39'16" EAST, 574.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1192.93 FEET, TO THE SOUTH RIGHT-OF-WAY OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 86°22'07" EAST, 363.66 FEET; THENCE 62.83 FEET ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 48°37'53" EAST, 56.57 FEET, TO THE WEST RIGHT-OF-WAY OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 03°37'53" EAST, 557.43 FEET; THENCE 301.20 FEET ALONG A

469.97 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 14°46'00" WEST, 296.07 FEET; THENCE 291.12 FEET ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 17°23'24" WEST A DISTANCE OF 287.47 FEET; THENCE SOUTH 01°39'16 WEST, 60.61 FEET; THENCE SOUTH 89°53'40" WEST, 312.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 11.21 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

.052 Acres as per survey
TRACT 11
A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45'33" EAST 1315.22 FEET; THENCE NORTH 01°39'16" EAST 1869.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 HIGHWAY; THENCE NORTH 86°22'07" EAST ALONG SAID RIGHT-OF-WAY 2395.08 FEET; THENCE SOUTH 85°20'27" EAST ALONG SAID RIGHT-OF-WAY 353.62 FEET; THENCE SOUTH 79°43'02" EAST ALONG SAID RIGHT-OF-WAY 131.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG EAST RIGHT-OF-WAY OF KANAN AVENUE IF EXTENDED, SOUTH 22°34'55" WEST 541.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT-OF-WAY SOUTH 67°24'41" EAST 348.00 FEET; THENCE SOUTH 22°38'19" WEST 64.85 FEET; THENCE NORTH 67°24'41" EAST 347.95 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 22°35'28" EAST 64.85 FEET TO THE POINT OF BEGINNING; CONTAINING 0.52 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PARCEL 6.001 AS PER PARCEL MAP EXHIBIT A-1:

Varni, LLC
4101 Richard Joseph Blvd
Joplin, Mo 64804

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.001 **ASSESSED VALUE:** $302,270
ESTIMATED ACRES: 1.32 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** HOTEL

LEGAL DESCRIPTION:

All that part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, being described as Commencing at the Southwest corner of said Section 24, Thence North 89 degrees 45 minutes 33 seconds East 1315.22 feet, Thence North 01 degrees 31 minutes 09 seconds East 1868.19 feet to the South right-of-way line of Interstate 44 Highway, Thence North 86 degrees 14 minutes 00 seconds East along said right-of-way line 2395.08 feet, Thence South 85 degrees 28 minutes 34 seconds East along said right-of-way line 353.62 feet, Thence South 79 degrees 51 minutes 09 seconds East along said right-of-way line 240.82 feet, Thence South 67 degrees 33 minutes 46 seconds East along said right-of-way line 653.88 feet, Thence South 36 degrees 35 minutes 35 seconds East along said right-of-way line 404.70 feet, Thence South 01 degrees 14 minutes 25 seconds West along the West right-of-way line of Highway 71, 178.98 feet to the Point of Beginning, Thence South 01 degrees 14 minutes 25 seconds West along said West right-of-way line 181.00 feet, Thence North 88 degrees 40 minutes 53 seconds West 349.88 feet, Thence North 01 degrees 15 minutes 23 seconds East along the East right-of-way line of Richard Joseph Blvd. 96.58 feet, Thence South 88 degrees 44 minutes 37 seconds East 42.41 feet, Thence North 35 degrees 05 minutes 35 seconds East 101.26 feet, Thence South 88 degrees 43 minutes 42 seconds East 251.03 feet to the Point of Beginning.

PARCEL 6.003 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
Joseph Properties, LP
1520 West 8th Street
Joplin, MO 64841

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.003 **ASSESSED VALUE:** $39,290
ESTIMATED ACRES: 1.88 ACRES **CLASSIFICATION:** RESIDENTIAL **CURRENT USE:** VACANT LAND

LEGAL DESCRIPTION:
COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 682.34 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD TO THE NORTH RIGHT-OF-WAY LINE OF 43RD STREET, THENCE EAST ALONG SAID 43RD STREET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE TO THE POINT OF BEGINNING.. CONTAINING 1.88 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PARCEL 6.004 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
Triangle Industrial Park
1948 Santa Fe
Olathe, KS 66062

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.004 **ASSESSED VALUE:** $193,210
ESTIMATED ACRES: 2 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** SOCIAL SECURITY ADMIN

LEGAL DESCRIPTION:
Part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the city of Joplin, Newton County, Missouri, described as commencing at the South Quarter corner of Section 24, Township 27 North, Range 33 West; thence along the South line of said Section, North 89 degrees 53 minutes 40 seconds East 1965.31 feet; thence leaving the South line of said Section, North 00 degrees 06 minutes 20 seconds West 856.20 feet to the point of beginning; thence North 67 degrees 23 minutes 07 seconds West 402.00 feet; thence North 22 degrees 38 minutes 19 seconds East 239.50 feet to the Southwest corner of a parcel recorded in the Newton County Recorder's Office in Book 353, Page 1079; thence along the South line of said parcel South 67 degrees 23 minutes 07 seconds East 328.86 feet to the Southeast corner of said parcel; thence leaving South line of said parcel South 01 degrees 49 minutes 44 seconds East 96.98 feet; thence 155.96 feet along a 362.17 foot radius curve to the right whose chord bears South 10 degrees 20 minutes 11 seconds West a distance of 154.75 feet to the point of beginning.

PARCEL 7.000 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989 A ½ Interest

&

Joseph Properties, LLC A ½ Interest
1520 West 8th Street
Joplin, MO 64841
A ½ Interest

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.000 **ASSESSED VALUE:** $11,650
ESTIMATED ACRES: 1.94 ACRES **CLASSIFICATION:** RESIDENTIAL **CURRENT USE:** VACANT LAND

LEGAL DESCRIPTION:

TRACT 5

A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, SOUTH 36°20'42" EAST, 393.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 5.05 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°35'17" WEST, 190.89 FEET; THENCE SOUTH 27°35'33" WEST, 136.17 FEET; THENCE SOUTH 01°24'42" WEST, 51.78 FEET; THENCE SOUTH 35°14'29" WEST, 101.28 FEET; THENCE NORTH 88°35'43" WEST, 42.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 294.51 FEET; THENCE CONTINUING ALONG AN EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, NORTH 22°34'12" EAST, 300.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 AND THE POINT OF BEGINNING. CONTAINING 1.94 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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PARCEL 7.001 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
Cracker Barrel Old County Store, Inc.
307 Hartman Drive
Lebanon, TN 37087

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.001 **ASSESSED VALUE:** $416,930
ESTIMATED ACRES: 3.35 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** RESTAURANT

LEGAL DESCRIPTION:

All that part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, being described as commencing at the Southwest corner of said Section 24, thence North 89°45'33" East 1315.22 feet, thence North 01°31'09" East 1868.19 feet to the South right-of-way line of Interstate 44 Highway, thence North 86°14'00" East along said right-of-way 2395.08 feet, thence South 85°28'34" East along said right-of-way 353.62 feet, thence South 79°51'09" East along said right-of-way 240.82 feet, thence South 67°33'46" East along said right-of-way 240.88 feet, thence South 22°26'05" West 60.0 feet to the point of beginning, thence South 67°33'46" East parallel with and 60 feet from said right-of-way 283.0 feet, thence South 22°33'55" East 155.86 feet, thence South 22°26'05" West 147.36 feet, thence South 01°20'01" West 136.81 feet, thence North 67°33'55" West 412.25 feet, thence North 22°26'05" East 385.0 feet to the point of beginning.

PARCEL 7.003 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
Furniture Row USA, LLC
5603 North Broadway
Denver, CO 80216

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.003 **ASSESSED VALUE:** $734,210
ESTIMATED ACRES: 4.13 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** FURNITURE STORE

LEGAL DESCRIPTION:

Commencing at the Southwest Corner of section 24, township 27 North, range 33 West, in the City of Joplin, Newton County, Missouri; thence along the South line of section 24, North 89 degrees 45 minutes 33 seconds East, 1315.22 feet; thence North 01 degrees 31 minutes 09 seconds East, 1868.19 feet to the South right-of-way line of Interstate Highway 44; thence along said south right-of-way line North 86 degrees 14 minutes 00 seconds East 2395.08 feet; thence South 85 degrees 28 minutes 34 seconds East, 353.62 feet; thence South 79 degrees 51 minutes 09 seconds East, 131.00 feet; thence leaving said south right-of-way line of Interstate Highway 44 South 22 degrees 26 minutes 11 seconds West, 61.40 feet to the South right-of-way line of Richard Joseph Boulevard and the point of beginning, thence along said right-of-way line South 79 degrees 51 minutes 09 seconds East, 116.40 feet; thence South 67 degrees 33 minutes 46 seconds East, 234.42 feet; thence leaving said South right-of-way of Richard Joseph Boulevard South 22 degrees 26 minutes 05 seconds West, 504.49 feet; thence North 67 degrees 33 minutes 57 seconds West, 348.18 feet; thence North 22 degrees 26 minutes 11 seconds East, 479.73 feet to the South right-of-way line of Richard Joseph Boulevard and the point of beginning, all lying in the Southeast Quarter of section 24, township 27 North, range 33 West, in the City of Joplin, Newton County, Missouri, subject to all easements, covenants, restrictions, and reservations of record, except any part taken or deeded for road purposes.

SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY FOR STREET PURPOSES AND INCIDENTAL PURPOSES, RECORDED AS BOOK 347 AT PAGE 5193 AND IN BOOK 347 AT PAGE 6155 OF OFFICIAL RECORDS

PARCEL 7.004 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
FazWest Properties, LLC
P.O. Box 10726
Springfield, Mo 65808

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.004 **ASSESSED VALUE:** $112,320
ESTIMATED ACRES: 1 ACRE **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** RESTAURANT

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Section 24, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, thence North 89°45'33"E 1315.22 feet, thence North 1°31'09"E 1868.19 feet to the South right of way of Interstate 44 Highway, thence North 86°14'E along said right of way 2395.08 feet, thence South 85°28'34"E along said right of way 353.62 feet, thence South 79°51'09"E along said right of way 240.82 feet, thence South 67°33'46"E along said right of way 653.88 feet, thence South 36°35'35"E along said right of way 404.70 feet, thence South 1°14'25"W along the West right of way line of Highway 71 4.98 feet to the point of beginning, thence South 1°15'23"W along said right of way 174.0 feet, thence North 88°43'42"W 251.03 feet, thence North 1°15'23"E 51.80 feet, thence North 27°26'39"E 136.17 feet, thence South 88°43'42"E 190.89 feet to the point of beginning, EXCEPT any part taken or deeded for road right of way; ALSO being subject to all other rights of way, easements and reservations of record.

PARCEL 7.005 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF
THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989
and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF
THE ELMA KANAN TRUST DATED JANUARY 6, 1989 a ½ Interest

&

Joseph Properties, LP A ½ Interest
1520 West 8th Street
Joplin, MO 64841

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.005 **ASSESSED VALUE:** $420,710
ESTIMATED ACRES: 7.08 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** SHOPPING CENTER

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45'33" EAST, 1315.22 FEET; THENCE NORTH 01°31'09" EAST, 1868.19 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°14'00" EAST, 2089.72 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 03°46'00" WEST, 60.00 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTH RIGHT-OF-WAY OF JOSEPH BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°14'00" EAST, 300.95 FEET; THENCE SOUTH 85°28'34" EAST, 346.39 FEET; THENCE SOUTH 79°51'09" EAST, 53.58 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY OF KANAN AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 22°26'05" WEST, 531.63 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 86°14'00" WEST, 461.00 FEET; THENCE NORTH 03°46'00" WEST, 540.72 FEET, TO THE POINT OF BEGINNING; CONTAINING 7.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

PARCEL 7.006 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989 A ½ Interest

&

Joseph Properties, LP A ½ Interest
1520 West 8th Street
Joplin, MO 64841

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.006 **ASSESSED VALUE:** $14,240
ESTIMATED ACRES: 0.09 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** ATM SITE

LEGAL DESCRIPTION:

A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT SIX (6) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 461.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°25'39" EAST, 192.31 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 22°34'12" WEST, 203.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE 321.85 FEET ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, NORTH 21°25'28" WEST, 291.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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PARCEL 7.007 AS PER PARCEL MAP EXHIBIT A-1:

OWNER:
O'Reilly Hospitality VII- Joplin TP
2808 South Ingram Mill Road
Springfield, Mo 65804

NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.007 **ASSESSED VALUE:** $639,840
ESTIMATED ACRES: 1.69 ACRES **CLASSIFICATION:** COMMERCIAL **CURRENT USE:** HOTEL

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Missouri; thence North 89°45'33" East 1315.22 feet; thence North 01°31'09" East 1868.19 feet to a right of way marker on the South right of way line of Interstate 44; thence along said South right of way line North 86°14'00" East 2395.08 feet; thence South 85°28'34" East 353.62 feet; thence South 79°51'09" East 131.00 feet; thence South 79°41'52" East 109.81 feet; thence South 67°24'29" East 240.88 feet; thence South 22°35'22" West 60.00 feet to a point on the South right of way line of Richard Joseph Boulevard; thence South 22°36'04" West 385.06 feet to the point of beginning; thence South 67°22'52" East 298.69 feet; thence South 22°36'53" West 129.64 feet; thence 51.20 feet along a 119.42 foot radius curve to the left with a chord bearing South 10°23'35" West 50.81 feet; thence South 01°26'21" East 47.40 feet; thence North 67°23'07" West 328.86 feet; thence North 22°38'19" East 222.60 feet to the point of beginning. All lying in the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri.

Right of Ways included
Also all of the right of way of 44TH Street, 43rd Street, Rangeline, Richard Joseph Boulevard, and Richard Joseph Boulevard South, and parts of Interstate-44.

TOTAL ASSESSED VALUE OF ALL PROPERTY: $2,931,190
TOTAL PARCELS: 8
TOTAL ACRES: 147.22 without right of way

EXHIBIT B
MAP OF THE HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT



INDEX & EXPLANATION OF MAP

- BLUE LINES REFLECT PARCEL LINES ACCORDING TO THE NEWTON COUNTY TAX MAPS.
- YELLOW LINES REFLECT BOUNDARIES OF THE DISTRICT.
- WHITE BOXES, OR WHITE CALL OUT BOXES, REFLECTS THE LAST FOUR DIGITS OF THE NEWTON COUNTY TAX PARCEL NUMBER. ALL PARCELS WILL BEGIN WITH THE FOLLOWING NUMBERS FOR REFERENCE: 05-6.0-24-000-000-00_. _ _ _. INSERT THE DIGITS OF EACH PARCEL NUMBER WITHIN THE BLANKS TO HAVE A COMPLETE NEWTON COUNTY TAX PARCEL NUMBER FOR EACH PARCEL
- RED AREA THAT HAS RED X IS NOT WITHIN THE CID THE PROPERTY IS THE AT&T PROPERTY.
- PARCEL LINES ARE NOT TO SCALE OR ACTUAL, BUT ARE PROVIDED FOR REFERENCE ONLY.

DISTRICT CONSIST OF EIGHT PROPERTY OWNERS
BUSINESSES WITHIN DISTRICT

1. Cracker Barrel-Restaurant
2. Furniture Row
3. Fazoli's-Resturant
4. Marriott-Hotel
5. Microtel-Hotel
6. Social Security Administration Office
7. Galleria Shopping Center

EXHIBIT C
FIVE-YEAR PLAN OF THE HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

OBJECTIVES AND PURPOSE OF DISTRICT:

The District is being formed to assist in providing funds for making various public improvements, mitigation of the blue line stream areas within the District and removal of various blighted conditions within the District, which has hindered, and continues to hinder the growth and development of the District. In conjunction with the creation of the District is the creation of the Hope Valley Redevelopment Area, also known as the Hope Valley Tax Increment Finance (TIF) District. The City of Joplin anticipates the creation of the TIF District to assist in the funding of redevelopment cost within the District. The CID will contribute 100% of the revenue of the District to fund approved redevelopment cost.

PUBLIC IMPROVEMENTS TO BE FUNDED BY DISTRICT:

The District will be responsible for the funding of all public infrastructure cost for the entire development, which will include all utilities installation, streets, sidewalks, alleys, bridges, ramps, tunnels, overpasses and underpasses, traffic signs and signals, drainage, water, storm and sewer systems, and other site improvements such as; parking lots, garages, lades, dams and waterways, streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, barriers, telephone and information booths, bus stop and other shelters, rest rooms, kiosks, paintings, murals, display cases, sculptures, fountains, parks, trails, lawns, trees, and any other landscape, pedestrian or shopping malls and plazas, and any other useful, necessary, or desired improvement to the District as allowed by Section 67.1401 to 67.1571 of RSMo, as amended.

ESTIMATED COST OF IMPROVEMENTS: FOLLOWING IS THE BUDGET AS PROPOSED WITHIN THE HOPE VALLEY TIF, WHICH THE CID WILL CONTRIBUTE 100% OF ITS REVENUE TO ASSIST IN FUNDING THE COST. IT IS PROPOSED THAT THE CID WILL ENTER INTO AN AGREEMENT WITH THE CITY AND RECEIVE THE TIF FUNDS AND ENTER INTO SUBSEQUENT AGREEMENTS FOR ALL IMPROVEMENTS WITH THE DEVELOPER,-HOPE VALLEY DEVELOPMENT GROUP, INC.

TOTAL RPA-I PROJECT COST REIMBURSABLE ALLOCATION	UNIT QUANTITY	COST PER UNIT	TOTAL PROJECT COST	TOTAL DEVELOPER PORTION	TOTAL TIF REIMBURSABLE COST
Land Acquisition Cost	75.39 Acres	$171,100	$12,899,229	$7,665,280	$5,233,949 *
Building Construction Cost	162,000 Sq Ft	$150	$24,300,000	$24,300,000	$0
Site Improvement Cost	1,233,619 Sq Ft	$2.00	$4,694,738	$2,467,238	$2,227,500 *
Marketing Cost-Commissions-Advertising			$5,200,000	$5,200,000	
Street & Utility Construction			$4,687,500		$4,687,500 *
Landscaping/Engineering/Planning/Permits/Testing			$853,250		$853,250
Mitigation Cost-Construction			$2,155,000		$2,155,000
Walking Trails/Mitigation Professional fees			$2,000,000		$2,000,000
TOTAL			**$56,789,717**	**$39,632,518**	**$17,157,199**
COST SHARE PERCENTAGE			**100%**	**70%**	**30%**
POSSIBLE COST REDUCTIONS TO TIF REIMBURSABLE COST-Tax Credits or Grants					($3,535,480) *

TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST			6%
City of Joplin providing a portion of Transpiration Sales Tax to assist in paving of 44th Street			($500,000) *
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST			1% -
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST			($4,035,480)
PERCENTAGE OF OUTSIDE FUNDING POSSIBLE			7%
POSSIBLE REVISED PROJECT COST	$56,789,717	$39,632,518	$13,121,719
POSSIBLE REVISED COST SHARE PERCENTAGE	100%	70%	23%

REVENUE GENERATION:

SALES TAX: The District has proposed a one-percent (1%) sales tax on all retail sales within the District, subject to voter approval, to be collected to fund, or assist in the funding of the above-proposed public improvements.

TIF REVENUE: It is proposed that the District will enter into a Development Agreement with the City of Joplin, as provided under Section 67.1491.4 of the CID Act, which states "The municipality, any land clearance for redevelopment authority, port authority, tax increment financing commission, industrial development authority or planned industrial expansion authority of the municipality may, pursuant to a cooperative agreement with a district, issue obligations and loan the proceeds of such obligations to the district for the purpose of carrying out the powers, duties or purposes of the district. ". I this case the project will be a "pay as you go" agreement, thus no loan proceeds would be advanced, just an agreement to pay the TIF Revenue proceeds, as collected, to the CID and the CID will agree to carryout making the improvements, thorough a Development Agreement with the Developer, Hope Valley Development Group, Inc.

FINANCING PLAN:

It is anticipated that revenues will not be sufficient upon creation of the District to fund all of the proposed improvements. It is proposed that the CID will enter into a Development Agreement with the Company selected by the TIF to fund to make the initial public improvements and enter into a financing/development agreement with the District to reimburse the owners as funds are available with interest or to be repaid from bond or loan proceeds which the District may issue or borrow.

OPERATIONS OF DISTRICT:

The District Board of Directors shall approve and oversee the public improvements and the provision of services within the District in accordance with Sections 67.1401 to 67.1571 of the RSMo., as amended. All funds generated by the District through the collection of sales tax, real estate tax, special assessments or any other revenue which the District may earn shall be used to fund authorized improvements and fund the operation cost of the District. The Board of Directors shall meet no less than quarterly in any year and shall maintain minutes of all meetings and shall post such meetings in accordance with the Missouri Sunshine Law and any other applicable sections of the Missouri Revised Statutes as required for a political subdivision. The Board of Directors shall comply with all reporting provisions of Section 67.1471 RSMo., as amended and submit an annual report to the City of Joplin and the Missouri Department of Economic Development within one hundred-twenty days (120) of the end of the fiscal year. The fiscal year of the District will be the same as the City of Joplin. The District will also file all annual reports with the State Auditor and will conduct an annual audit of operations.

REMOVAL FROM AND ADDITION OF REAL PROPERTY TO DISTRICT:

The District will be entitled to remove property and add property to the District as provided for in Section 67.1441 of the RSMo., as amended. No property can be added to the District under state law unless the property owner voluntarily petitions the District and the County to add their property to the District.

TERMINATION OF THE DISTRICT:

The District has been established with a term of thirty years. Such term was selected in order to provide adequate time to generate sufficient revenue to fund the cost of the public improvements. Extension of the District beyond the thirty-year period may be done by vote of the qualified voters of the District in accordance with Sections 677.1401 to 67.1571 RSMo., as amended. The District will terminate prior to the designated term if all debts and obligations of the District have been paid and the objective of the District has been accomplished in accordance with Section 67.1481 of RSMo., as amended.

REVENUE PROJECTIONS

The District projects revenue and expenses for the first five years of operation based on existing businesses within the District, consisting of a truck stop, café, liquor store and motel.

FIVE YEAR PROFORMA:	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**
CID SALES TAX	$105,000	$105,050	$193,110	$355,042	$382,428
TIF REVENUE	$52,500	$68,548	$384,876	$1,039,954	$1,151,362
TOTAL PROJECTED REVENUE	**$157,500**	**$173,598**	**$577,986**	**$1,394,996**	**$1,533,790**
PROJECTED OPERATING EXPENSES:					
ADMINISTRATION	$1,500	$1,500	$3,500	$4,500	$5,000
TIF PAYMENTS	$52,500	$53,025	$96,555	$177,521	$191,214
AUDIT -LEGAL	$1,500	$1,500	$3,500	$4,500	$5,000
TOTAL OPERATING EXPENSES	**$55,500**	**$56,025**	**$103,555**	**$186,521**	**$201,214**
NET AVAILABLE FOR CAPITAL IMPROVEMENTS REIMBURSEMENTS	**$102,000**	**$117,573**	**$474,431**	**$1,208,475**	**$1,332,576**

SITE DEVELOPMENT PLAN FOR DISTRICT



Site development plan includes phase one and phase two. Phase One, is known as the RPA-1 in the Hope Valley TIF Plan. Phase Two will be RPA-ii of the Hope Valley. Phase Two. or RPA-II may vary in its final form and plan. The Site Plan is shown for the purpose of overall development planning.

City of Joplin

City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 6, 2015

COUNCIL BILL 2015-505
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT COOPERATIVE AGREEMENT, EXHIBIT "A"

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

INTRODUCTION:

This Council Bill approves a Community Improvement District Cooperative Agreement with the Hope Valley Development.

DISCUSSION:

The Hope Valley Developers submitted a petition to the City to form a community improvement district (CID) in order to supplement the approved TIF District for Hope Valley. When the Hope Valley TIF District was approved, the CID was a component of the overall plan in order to finance a part of the reimbursable portion of the infrastructure costs. In addition to approval of the petition, the Developer is also requesting approval of a Cooperative Agreement between the City and the District.

The Cooperative Agreement sets forth the improvements in more detail than the CID petition. It allows savings in one line item to be used to offset overages in another line item, as long as the total costs do not exceed the TIF reimbursable costs.

RECOMMENDATION:

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

COUNCIL BILL NO. 2015-505 **ORDINANCE NO.**

AN ORDINANCE approving a Cooperative Agreement among the City of Joplin, Missouri, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc. and authorizing the City Manager to execute the Agreement; and containing an emergency clause.

WHEREAS, by Ordinance No. 2015-____, adopted by the City Council of the City of Joplin (the "City ") on April 6, 2015, the City approved a petition (the "Petition") for the establishment of a community improvement district pursuant to Sections 67.1401 to 67.1571 RSMo (the "CID Act"), entitled the Hope Valley Community Improvement District (the "District"); and

WHEREAS, the District has been formed to assist in funding reimbursable project costs associated with the implementation of the Hope Valley Tax Increment Financing Plan and Projects, approved by the City Council pursuant to Ordinance No. 2014-109 (the "Redevelopment Plan"), including reimbursable project costs incurred by the designated developer of Redevelopment Project I of the Redevelopment Plan, Hope Valley Development Group, Inc. (the "Developer"); and

WHEREAS, the City, the District, and the Developer have reached agreement on the terms of a Cooperative Agreement between the parties defining and stating their respective rights, duties, and obligations and the City Council desires to approve said Cooperative Agreement and authorize the City Manager to execute it.

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

Section 1. That the Cooperative Agreement among the City of Joplin, Missouri, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc., attached hereto as Exhibit A is hereby approved and the City Manager is authorized to execute said Cooperative Agreement on behalf of the City.

Section 2. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with public improvements at a development and as such shall become effective immediately upon its passage.

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

_____, 2015, by a vote of _____.

_____

Michael L. Seibert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

Exhibit A

Cooperative Agreement among the City of Joplin, Missouri, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc.

[see attached]

EXHIBIT "A"

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT,

and

HOPE VALLEY DEVELOPMENT GROUP, INC.

EXHIBIT "A"

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EXHIBITS

A. Legal Description – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E. Redevelopment Project I Cost Budget

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2015, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and HOPE VALLEY DEVELOPMENT GROUP, INC. a Missouri corporation (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

WITNESSETH:

WHEREAS, on July 21, 2014, the City Council adopted Ordinance No. 2014-109, which approved the Hope Valley Tax Increment Financing Plan and Projects (the "Redevelopment Plan"), established a redevelopment area, and selected the Developer to implement Redevelopment Project I in the Redevelopment Plan pursuant to the terms of a redevelopment agreement (the "TIF Contract") with the Developer for the implementation of the Redevelopment Project I; and

WHEREAS, under the terms of the Redevelopment Plan and the TIF Contract, the Developer is required to petition the City to establish a community improvement district to assist in funding reimbursable project costs associated with implementation of the Redevelopment Plan; and

WHEREAS, on December 8, 2014 (revised March 2, 2015), the Petition for Creation of the Hope Valley Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on April 6, 2015, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on April 6, 2015, the City Council adopted Ordinance No. 2015-___, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Expenses therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

Unless otherwise defined herein, all capitalized words or terms used in this Agreement and defined in the TIF Contract shall have the meaning ascribed to them in the TIF Contract. In addition thereto and in addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Applicable Laws and Requirements" means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

"Board of Directors" means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo.

"CID Project" means the construction of certain improvements within the District Area identified on **Exhibit E** Redevelopment Project I Cost Budget as "Total TIF/CID Reimbursable Cost."

"CID Reimbursable Project Costs" means, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District prior to the City's approval of the Completion Certificate), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Fund" means the trust fund established by the District to be known as the "The Hope Valley Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenues shall be deposited in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax.

"City Council" means the governing body of the City.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Costs" means those costs incurred as a result of loans, notes, or other forms of indebtedness issued by the District pursuant to the CID Act subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees,

capitalized interest, legal fees, interest and other costs related to such financing at a rate not to exceed the amount setforth in **Section 4.2.B**.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in Exhibit C Five Year Plan of the Hope Valley Community Improvement District of the Petition.

"Ordinance" means an ordinance enacted by the City Council.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not 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 restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not 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 restriction, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax

revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors shall adopt a resolution, which, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the DOR as provided in the CID Act. The District shall notify the DOR of the CID Sales Tax and direct the DOR to deposit the CID Sales Tax Revenue with the District. The District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District shall not reimburse Developer for CID Reimbursable Project Costs until the Reimbursement

Certificate has been approved (as described in **Section 4.3**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Fund by the District.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and disbursement thereof to the CID Revenue Fund in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The CID Sales Tax shall be collected and reported in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference and the District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Fund.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Fund and such records shall be open to the inspection of the City. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statues of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Fund shall be expended solely in accordance with this Agreement. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Fund shall continue to be used solely in accordance with this Agreement. Any funds in the CID Revenue Fund that are not needed for current expenditures may be invested by the Board of Directors pursuant to applicable laws relating to the investment of other district funds.

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.**

B. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

The District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that either the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.3**, and in accordance with the approved annual Budget. After the City has approved any required Reimbursement Certificate in accordance with **Section 4.3**, and to the extent CID Reimbursable Project Costs remain unpaid, the District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

A. Pursuant to the TIF Act and the Redevelopment Plan, one-half (1/2) of the CID Sales Tax Revenue received by the District from the DOR as provided in this Agreement will be captured as Economic Activity Taxes, transferred to the City by the District, and deposited by the City into the Special Allocation Fund, which amounts shall then be subject to distribution pursuant to the TIF Contract.

B. Payment of approved Operating Costs of the District.

C. Payment of the CID Reimbursable Project Costs and related Financing Costs.

Section 3.6. Repeal of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon the earlier of (A) thirty (30) years from the date of adoption by the City Council of the ordinance establishing the District or (B) at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, and (iii) all costs included in the column titled "Total TIF/CID Reimbursable Cost" in **Exhibit E** Redevelopment Project I Cost Budget have been reimbursed, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1. Design and Construction of CID Project.

The District and the City both hereby acknowledge that the CID Project is being undertaken pursuant to the TIF Contract. The District and City hereby further acknowledge that the Developer plans to construct the CID Project in accordance with the Redevelopment Plan, the TIF Contract, and this Agreement. The District's primary role is to fund and/or assist in the funding of the CID Project. The CID Project shall be carried out by or at the direction of Developer or the City, subject to Applicable Laws and Requirements; the District shall have no obligation to design and construct the CID Project. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

Section 4.2. Financing the CID Project.

A. Developer shall provide or cause to be provided the initial financing of the CID Project (including payment of all Financing Costs), and shall be reimbursed pursuant to this Agreement for Operating Costs and/or CID Reimbursable Project Costs incurred by the Developer. The CID Sales Tax will be an incremental Economic Activity Tax. As such, fifty percent (50%) of the revenues generated by the CID Sales Tax will be directed to the Special Allocation Fund. In addition, pursuant to the TIF Contract and this Agreement, the remaining CID Sales Tax Revenues not captured and directed to the Special Allocation Fund will be pledged to repay qualified CID Reimbursable Project Costs.

B. Financing Costs

1. Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, the District shall reimburse the Developer as Operating Costs and/or CID Reimbursable Project Cost the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

2. Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Operating Costs and/or CID Reimbursable Project Costs from an Affiliate of Developer, the District shall reimburse Developer as Operating Costs and/or CID Reimbursable Project Costs with the actual out-of-pocket Financing Costs incurred and certified pursuant to **Section 4.3**. Financing Costs under this **Section 4.2.B.2** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense, and as part of such certification Developer shall certify to the District the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

3. Interest on Developer Equity – CID Project. In the event Developer finances a portion of the CID Project with equity, Developer shall receive as a CID Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer

advanced equity, Developer shall certify its interest expense pursuant to **Section 4.3** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

4. Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 4.2.B.** or elsewhere in this Agreement, the total amount of interest expense to be reimbursed by the District to the Developer for Redevelopment Project I from CID Sales Tax Revenue (excluding that portion of CID Sales Tax Revenue deposited in the Special Allocation Fund) shall not exceed $2,100,460 as shown on **Exhibit E**.

Section 4.3. Certificate of Completion and CID Reimbursable Project Costs.

A. Upon substantial completion of the CID Project, Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City, determines, in its reasonable discretion, that the District Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

1. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

2. Each such certificate issued by District and City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

B. Developer shall submit its request for certification of CID Reimbursable Project Costs ("Reimbursement Certificate") to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer,

within one hundred twenty (120) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment from the CID Revenue Fund in accordance with this Agreement shall be approved. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the District Board shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.3.A** prior to receiving reimbursement in accordance with this Agreement.

Section 4.4. Ownership and Maintenance of CID Project.

The District shall have no ownership of the CID Project, and title to the CID Project shall remain in the name of its current owners, including, *inter alia*, Developer, and their successors and assigns, except for public streets, which shall be dedicated to the City. The District shall not be responsible for maintenance of the CID Project. The owner of the CID Project shall be responsible for the maintenance of the CID Project.

Section 4.5. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act and the TIF Contract.

Section 4.6. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District,

including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare financial statements each fiscal year. The District shall be responsible for having the financial statements audited. The annual audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than March 31st following the end of such fiscal year. For that purpose, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project, and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs, and Operating Expenses. Such records shall be available for inspection by the City and/or District at any time.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Hope Valley Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Reimbursable Project Costs that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days

and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board shall approve the same. In no event shall any budget provide funding for services or maintenance within the District. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding

availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.6**, and the abolishment of the District in accordance with Section 67.1481 RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

Hope Valley Development Community Improvement District
Attn: Chairman
2702 Richard Joseph Blvd., Ste. 106
Joplin, MO 64801

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Any notice to City shall be addressed to:

Sam Anselm
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Hope Valley Development Group, Inc.
Attn: Kevin L. Steele
2702 Richard Joseph Blvd., Ste. 106
Joplin, MO 64801

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City; Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent

permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Newton County Circuit Court.

Section 7.6. Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By:_____
Sam Anselm, City Manager

ATTEST:

_____
Barbara Hogelin, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared Sam Anselm, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

DEVELOPER:

HOPE VALLEY DEVELOPMENT GROUP, INC.

By:_____

Name:_____

Title:_____

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF _____)

On this ____ day of _____ in the year 2015 before me, a Notary Public in and for said state, personally appeared _____, of the Hope Valley Development Group, Inc., known to me to be the person who executed the within Cooperative Agreement on behalf of said corporation and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

CID:

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

By:_____

Name:_____

Chairman

ATTEST:

By: _____

Name: _____

Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ___ day of _____, in the year 2015, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Hope Valley Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of the Hope Valley Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of _____, 2015.

_____
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION -DISTRICT AREA

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) TO THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, THENCE EAST ALONG NORTH RIGHT OF WAY LINE OF 44TH STREET 600 FEET FOR A POINT OF BEGINNING, THENCE NORTH 31 ° 46' 37" EAST 1571.21 FEET TO A POINT WHICH IS 200 FEET SOUTH 3° 46' 03" EAST OF THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BOULEVARD, THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE NORTHWESTERN RIGHTOF-WAY LINE OF KANAN AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE NORTH 22° 26' O5" EAST TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD TO THE NORTH RIGHT-OF-WAY OF 44TH STREET, THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET TO THE POINT OF BEGINNING, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN , ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Hope Valley Community Improvement District
City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Hope Valley CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2015 (the "Agreement") between the City of Joplin, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Hope Valley Development Group, Inc.

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Hope Valley Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Hope Valley CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of ____, 2015 (the "Agreement") between the City of Joplin, the Hope Valley Community Improvement District, and Hope Valley Development Group, Inc.. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

Approved for Payment this ____ day of _____, 20_____:

HOPE VALLEY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Hope Valley Community Improvement District

_____

_____

_____

MISSOURI TAX NUMBER
*DO NOT WRITE IN SHADED AREAS
YYYY YY YY

SALES TAX RETURN
Check box if Amended Return Y Or Additional Return Y

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER ( )	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN MUST BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS.....							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Hope Valley Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E

REDEVELOPMENT PROJECT I COST BUDGET

TOTAL RPA-I PROJECT COST REIMBURSABLE ALLOCATION	UNIT QUANTITY	COST PER UNIT	TOTAL PROJECT COST	TOTAL DEVELOPER PORTION	TOTAL TIF/CID REIMBURSABLE	
Land Acquisition Cost	75.39 Acres	$171,100	$12,899,229	$7,665,280	$5,233,949	*
Building Construction Cost	162,000 Sq Ft	$150	$24,300,000	$24,300,000	$0	
Site Improvement Cost	1,233,619 Sq Ft	$2.00	$4,694,738	$2,467,238	$2,227,500	*
Marketing Cost-Commissions-Advertising Street &			$5,200,000	$5,200,000	$0	
Street & Utility Construction			$4,687,500		$4,687,500	*
Landscaping/Engineering/Planning/Permits/Testing			$853,250		$853,250	
Mitigation Cost-Construction			$2,155,000		$2,155,000	
Walking Trails/Mitigation Professional fees			$2,000,000		$2,000,000	
TOTAL			**$56,789,717**	**$39,632,518**	**$17,157,199**	
COST SHARE PERCENTAGE			**100%**	**70%**	**30%**	
POSSIBLE COST REDUCTIONS TO TIF REIMBURSABLE COST-Tax Credits or Grants					($3,535,480)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**6%**	
City of Joplin providing a portion of Transpiration Sales Tax to assist in paving of 44th Street					($500,000)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**1%**	
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**($4,035,480)**	
PERCENTAGE OF OUTSIDE FUNDING POSSIBLE					**7%**	
POSSIBLE REVISED PROJECT COST			**$56,789,717**	**$39,632,518**	**$13,121,719**	
POSSIBLE REVISED COST SHARE PERCENTAGE			**100%**	**70%**	**23%**	

EXHIBIT F

HOPE VALLEY REDEVELOPMENT AREA (TIF)
TIF/CID REIMBURSABLE PROJECT COST
PRIVATE PROJECT COST
TOTAL PROJECT COST
REDEVELOPMENT AREA 1

DESCRIPTION OF COST	TOTAL ITEM COST	PRIVATE COST	TIF/CID REIMBURSABLE COST	CID ONLY REIMBURSABLE COST	TOTAL PROJECT COST
Professional Fees	$800,000		$800,000		$800,000
Trail Construction	$2,000,000		$2,000,000		$2,000,000
Mitigation Cost	$2,155,000		$2,155,000		$2,155,000
Land Acquisition Cost	$12,899,229	$7,665,280	$5,233,949		$12,899,229
Marketing	$5,200,000	$5,200,000			$5,200,000
Storm Water Site Grading and Construction	$2,227,500		$2,227,500		$2,227,500
Street & Road Construction	$3,000,000		$3,000,000		$3,000,000
Utility Construction	$1,687,500		$1,687,500		$1,687,500
Permits	$53,250		$53,250		$53,250
Finish Site Grading	$2,467,238	$2,467,238			$2,467,238
Building Construction	$24,300,000	$24,300,000			$24,300,000
TOTAL COSTS WITHOUT FINANCING	$56,789,717	$39,632,518	$17,157,199	$0	$56,789,717
Total Financing Costs	$25,614,432	$ 17,835,000	$ 5,678,972	$ 2,100,460	$ 25,614,432
GRAND TOTAL PROJECT COSTS	$82,404,149	$57,467,518	$22,836,171	$ 2,100,460	$82,404,149

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: APRIL 6, 2015

COUNCIL BILL 2015-506
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENT: HOPE VALLEY TIF DISTRICT REDEVELOPMENT AGREEMENT, EXHIBIT "A"

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

INTRODUCTION:

This Council Bill approves a TIF District Redevelopment Agreement with the Hope Valley Development.

DISCUSSION:

In July 2014, Council designated the developer for Project I of the Hope Valley TIF District and adopted the formation of tax increment financing within certain boundaries as set forth in the Hope Valley TIF Plan. However, the ordinance was tabled until certain terms were met and the Redevelopment Agreement was developed. This Council Bill approves the Redevelopment Agreement for the Hope Valley TIF, but still does not activate the TIF.

Developer Kevin Steele brought forward a proposed TIF plan in early 2014. The Hope Valley TIF District is generally located to the South of I-44 and to the west of Rangeline Road. An independent "But-For" analysis was performed by Springsted and presented to the TIF Commission. The TIF Commission approved the TIF Plan unanimously.

The Hope Valley TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the TIF generates revenue from the incremental increase in sales tax, franchise tax, and property tax, the developer will be reimbursed from those proceeds.

As previously mentioned, this ordinance does not activate the TIF. Thus, there will be no revenue redirected from taxing jurisdictions until Project I is activated. The developer anticipates the activation of Project I during the fourth quarter of 2015.

RECOMMENDATION:

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

COUNCIL BILL NO. 2015-506 ORDINANCE NO.

AN ORDINANCE approving a Tax Increment Financing Contract for the Hope Valley Tax Increment Financing Redevelopment Plan and authorizing the City Manager to execute the Contract; and containing an emergency clause.

WHEREAS, by Ordinance No. 2014-109, adopted by the City Council of the City of Joplin (the "City ") on July 21, 2014, the City approved the Hope Valley Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") and selected Hope Valley Development Group, Inc. as the developer (the "Developer") to implement Redevelopment Project I included therein; and

WHEREAS, Section 5 of Ordinance No. 2014-109 included a condition that the designation of Developer as the developer of Redevelopment Project I and any reimbursement to the Developer of tax increment financing revenues for reimbursable project expenses was conditioned upon the execution of a redevelopment agreement between the City and Developer no later than six (6) months from the date of said ordinance, upon terms and conditions as agreed upon by the parties to carry out the goals and objectives of the Redevelopment Plan consistent with a term sheet attached to said ordinance (the "Term Sheet"); and

WHEREAS, City staff and the representatives of the Developer requested that the deadline for completion of a redevelopment agreement included in said condition be extended to allow the parties additional time to complete negotiations of the terms of a redevelopment agreement; and

WHEREAS, by Ordinance No. 2015-017, adopted by the City Council on February 2, 2015, the City Council extended said deadline for completion included in Section 5 of Ordinance No. 2014-109 by an additional one hundred twenty (120) days from the date of said ordinance; and

WHEREAS, the City and the Developer have reached agreement on the terms of a redevelopment agreement consistent with the Term Sheet in the form of a TIF Contract and the City Council desires to approve the TIF Contract and authorize the City Manager to execute it on behalf of the City.

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

Section 1. That the Tax Increment Financing Contract Between the City of Joplin, Missouri and Hope Valley Development Group, Inc. for Redevelopment Project I of the Hope Valley Tax Increment Financing Plan attached hereto as Exhibit A is approved and the City Manager is authorized to execute said Contract on behalf of the City.

Section 2. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (6), of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with public improvements at a development and as such shall become effective immediately upon its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2015, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Tax Increment Financing Contract Between the City of Joplin, Missouri and Hope Valley Development Group, Inc. for Redevelopment Project I of the Hope Valley Tax Increment Financing Plan

[see attached]

"EXHIBIT A"

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF JOPLIN, MISSOURI

and

HOPE VALLEY DEVELOPMENT GROUP, INC.

for

REDEVELOPMENT PROJECT I

of the

HOPE VALLEY

TAX INCREMENT FINANCING REDEVELOPMENT PLAN

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A Legal Description of Redevelopment Area

B Legal Description of Redevelopment Project Area I

C Private Project Improvements

D Public Project Improvements

E Redevelopment Schedule

F Redevelopment Project I Cost Budget

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of _____, 2015 (the "**Effective Date**"), by and between **THE CITY OF JOPLIN, MISSOURI** ("**City**"), and **HOPE VALLEY DEVELOPMENT GROUP, INC.**, a Missouri corporation, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of Joplin, Missouri (the "**Commission**") on May 15, 2014, recommended that the City approve the Hope Valley Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

B. The Redevelopment Plan provides for the construction of three (3) redevelopment projects designated as Redevelopment Projects I, II, and III (the "**Redevelopment Projects**") in Joplin, Missouri which consists of the "**Project Improvements**" described in Section 5 herein.

C. By Ordinance No. 2014-109, adopted by the City Council of City (the "**City Council**") on July 21, 2014 and with an effective date of August 10, 2014, City approved the Redevelopment Plan, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, and selected Developer to implement the Redevelopment Plan.

D. Ordinance No. 2014-109 includes a condition that the designation of the Developer as the developer of Redevelopment Project I and any reimbursement to the Developer of tax increment financing revenues for reimbursable project expenses is conditioned upon the execution of a redevelopment agreement between the City and Developer no later than six (6) months from the date of the ordinance, said redevelopment agreement to be approved by the City Council by ordinance upon terms and conditions as agreed upon by the parties to carry out the goals and objectives of the Redevelopment Plan that are consistent with the Term Sheet attached to the ordinance as Exhibit B.

E. On February 2, 2015, the City Council adopted Ordinance No. 2015-017 approving an extension of time for completion and execution of the redevelopment agreement by one hundred twenty (120) days from said date.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

1. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 38** of this Contract.

B. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

"Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., RSMo, as amended.

"Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Blighted Area," an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions,

deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

"CID," means a community improvement district formed pursuant to the CID Act and in accordance with this Contract, with boundaries coterminous with the boundaries of the Redevelopment Area.

"CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1471 RSMo, as amended.

"CID Revenue," all funds derived from the CID Sales Tax revenue and any interest earned thereon.

"CID Sales Tax," a one percent (1%) sales tax imposed by the CID on sales within the CID in accordance with the CID Act.

"City," the City of Joplin, Missouri.

"City Council," the governing body of Joplin, Missouri.

"City Engineer," the city engineer of Joplin, Missouri.

"City Manager," the City Manager of Joplin, Missouri.

"City Treasurer," the Finance Director of Joplin, Missouri.

"Commission," the Tax Increment Financing Commission of Joplin, Missouri;

"County," Newton County, Missouri.

"County Assessor," the assessor of Newton County, Missouri.

"County Collector," the collector of Newton County, Missouri.

"Developer," Hope Valley Development Group, Inc., its successors and assigns, subject, however, to the provisions of **Section 30** hereof.

"Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 30** hereof.

"Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

"Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Area, while Tax Increment Financing remains in effect, excluding licenses, fees, personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, utility taxes, taxes levied pursuant to Section 70.500 RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660 RSMo., or special assessments, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act.

"Financing Costs," all necessary and incidental expenses related to any loans or other obligations obtained by the Developer for the purpose of funding the Reimbursable Project Costs. In addition to the Reimbursable Project Costs described herein, Developer's actual financing costs, including, *inter alia*, interest incurred on amounts Developer was loaned to pay for any of the Reimbursable Project Costs identified on **Exhibit F**, shall be deemed a Reimbursable Project Cost. Payment of financing costs shall be calculated pursuant to the provisions of **Section 19.C**.

"Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations for the construction of Redevelopment Project I.

"Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Joplin, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's adopted Public Works engineering standards and requirements; provided, however, unless otherwise provided herein Developer shall have the right to contest, in any manner provided by law and at its sole expense, the applicability or validity of any Legal Requirement.

"MHTC," the Missouri Highways and Transportation Commission,

"MoDOT," the Missouri Department of Transportation.

"Ordinance," an ordinance enacted by the City Council.

"Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Area, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not

adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in Redevelopment Project Area I exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than twenty three (23) years after Redevelopment Project I and Redevelopment Project Area I are approved by an Ordinance of the City Council. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate in Redevelopment Project Area I from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.;

"Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

"Private Loans," private loans obtained by the Developer, or its successors, assigns or transferees, from third party private lending institutions to fund Reimbursable Project Costs. Financing Costs, as defined herein, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost.

"Project Improvements," shall have the meaning assigned in **Section 5**.

"Redevelopment Plan," means the Hope Valley Tax Increment Financing Redevelopment Plan approved by the City Council by Ordinance No. 2014-109 on July 21, 2014, and any amendments thereto.

"Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed in accordance with this Contract, attached hereto as **Exhibit F** and incorporated herein by reference.

"Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, any such costs incidental to the Redevelopment Plan and Redevelopment Project I. Such costs include, but are not limited to the costs set forth in **Exhibit F**, specifically:

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Redevelopment Project I;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of construction, rehabilitation and/or repair or remodeling of existing buildings and fixtures or any other public or private improvements;

(5) Cost of construction of public works or improvements;

(6) Financing Costs;

(7) All or a portion of a taxing district's capital cost resulting from Redevelopment Project I necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

"Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Cost Project Budget as being funded or reimbursed with Payments in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or Redevelopment Project I; designation of Redevelopment Project Area I; planning, financing, acquiring and constructing of Redevelopment Project I; and any other work authorized by the Redevelopment Plan; the oversight of the construction of Redevelopment Project I, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund.

"Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Projects are deposited for the purpose of paying Reimbursable Project Costs.

"Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

"Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

"TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes and all interest earned on funds deposited in the Special Allocation Fund.

"Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within Redevelopment Project Area I immediately after the Ordinance approving each such Redevelopment Project has been approved by the City Council.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on **Exhibit A** attached hereto.

4. Redevelopment Project Area.

A. The Redevelopment Area consists of three (3) Redevelopment Project Areas designated as Redevelopment Projects I, II, and III, in accordance with the provisions of the Redevelopment Plan. The Redevelopment Project Areas may only be changed, modified or amended in accordance with the Act. This Contract shall only apply to Redevelopment Project I and the Redevelopment Project Area I legally described in **Exhibit B**.

B. Designation of Redevelopment Project Areas. Tax Increment Financing with respect to Redevelopment Project I shall become effective only upon the approval thereof by an Ordinance of the Council (the "**Redevelopment Project Ordinance**") for Redevelopment Project Area I.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a Blighted Area and otherwise eligible as a redevelopment area under the Act, Developer shall cause Redevelopment Project Area I to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of: (A) the Private Project Improvements described in **Exhibit C** attached hereto and incorporated herein by reference, (the "**Private Project Improvements**"); and (B) the Public Project Improvements described in **Exhibit D** attached hereto and incorporated herein by reference (the "**Public Project Improvements**").

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for Redevelopment Project I be substantially commenced and completed on or before the estimated dates set forth on **Exhibit E**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Private Project Improvements and all Public Project Improvements, and shall

complete all other development-related activities including, but not necessarily limited to design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the Act (as determined by City) shall be processed in accordance with the Act, and changes in the development program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, which shall not be unreasonably conditioned, delayed, or withheld.

B. Any amendment to the Redevelopment Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Redevelopment Schedule and the provisions of this Contract. In order to implement the Redevelopment Schedule, City will endeavor to facilitate the timely passage of the Redevelopment Project Ordinance referred to in **Section 4.B.** hereof. Developer shall render such reasonable aid and assistance as requested by City to insure favorable consideration of any such Redevelopment Project Ordinance by the City Council. City shall endeavor to expedite the approval of the Redevelopment Plan and the Land Use Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the City Council of its legislative authority. If as a result of solely the Developer's failure to timely complete its obligations under this Contract and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by event not otherwise in control of the Developer, City may require Developer to appear before the City Council to show cause why this Contract and the Redevelopment Plan shall not be terminated in accordance with **Section 35** hereof.

7. Design and Construction of Public Project Improvements.

A. Developer's Duties. Developer shall cause all of the Public Project Improvements to be designed and constructed as follows:

(1) The Public Project Improvements shall be constructed in accordance with all Legal Requirements and such Developer Public Project Plans (as defined in **Section 7.A.(4)** below) as are approved by City in writing. Developer, with the assistance of City as requested, shall obtain all approvals and permits required by MoDOT, and any other entities or governmental departments specified by MoDOT, for the Public Project Improvements prior to the commencement of any construction for any Public Project Improvements requiring MoDOT approval. City agrees to cooperate in good faith to facilitate approval of the design, engineering

and construction of the Public Project Improvements requiring approval by MoDOT, if any and by any other governmental entities or governmental departments.

(2) The contracts related to the construction of the Public Project Improvements shall be subject to a transparent, open and competitive public bidding process conducted by Developer which will allow for the selection of the lowest and most qualified contractor that is capable of complying with the Redevelopment Schedule to be selected based upon bid criteria developed by Developer and approved in writing by City (the "**Public Bid Process**"), such approval shall not be unreasonably withheld.

(3) Timing of Public Project Improvements. Prior to the design, engineering, and construction of the Public Project Improvements, Developer shall submit to the City a proposed schedule for the Public Project Improvements. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld. Once the schedule is approved by the City Engineer, City and Developer shall mutually approve and adopt such changes to the Redevelopment Schedule as required to take into account the schedule for the Public Project Improvements approved by the City Engineer. Such changes to the Redevelopment Schedule shall be approved administratively, unless a statutorily mandated Redevelopment Plan amendment is required. The provisions of this **Section 7.A.(3)** and the schedule for the Public Project Improvements are subject to the provisions of **Section 9.D.** hereof.

(4) Design Phase. Developer shall meet with City staff regarding preliminary design of the Public Project Improvements to be constructed by Developer pursuant to this Contract and shall submit all preliminary design documents to City for approval before proceeding with the construction of the Public Project Improvements. On the basis of such approved preliminary design documents, Developer shall:

(a) Prepare detailed drawings, plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for all Public Project Improvements ("**Developer Public Project Plans**").

(b) Furnish to City for its review and approval copies of such Developer Public Project Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Public Project Improvements.

(c) Following review and approval of the Developer Public Project Plans, furnish the number of approval copies of the final Developer Public Project Plans for the Public Project Improvements as City may reasonably require.

(5) Right of Way Acquisition.

(a) Developer shall be responsible for acquiring or negotiating for the conveyance of the right-of-way or easements, if any, that are needed to construct the Public Project Improvements, including necessary temporary construction easements. In addition, Developer will convey or cause to be conveyed all rights-of-way or easements upon property owned or controlled by Developer that are needed to construct the Public Project Improvements, including all necessary temporary construction easements. All rights-of-way or easements to be provided by Developer under this **Section 7.A.(5)(a)** shall be provided to City without charge.

(b) In the event that Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Public Project Improvements over which City exercises jurisdiction (the "**Necessary Rights-of-Way**"), Developer shall deliver to City a written request (the "**Developer Request**") for City to acquire any of the Necessary Right-of-Way. If City agrees, at its sole discretion, to attempt to acquire any of the Necessary Rights-of-Way, City will enter into good faith negotiations and, at its option, may exercise its power of eminent domain to acquire any or all of such Necessary Rights-of-Way.

(c) In the event City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Right-of-Way, prior to beginning any work to acquire said Necessary Right-of-Way, Developer shall first deposit into escrow with City an amount equal to one hundred twenty five percent (125%) of the estimated acquisition costs. Acquisition costs paid by City ("**Acquisition Costs**") shall be a Reimbursable Project Cost and shall include, but shall not be limited to: the actual price paid for all rights-of-way or easements, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of rights-of-way or easements, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of rights-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the rights-of-way or easements. City may require that Developer enter into a separate acquisition

funding agreement with City to provide for the terms and conditions under which Developer will place one hundred twenty five (125%) of all estimated Acquisition Costs in escrow with City prior to commencement of condemnation for rights-of-way or easements. The acquisition funding agreement shall obligate Developer to reimburse City in full for all Acquisition Costs that result from City's condemnation process for any portion of the Public Project Improvements.

(6) Utility Relocation. The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Project Improvements, and such costs are not paid by a utility company, such costs shall be paid by Developer and are not the responsibility of City; such costs shall be a Reimbursable Project Cost.

(7) Inspections and Change Orders. City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Project Improvements in order to ascertain and determine that the standards of City have been met.

(8) Dedication. Upon completion, inspection and approval of the Public Project Improvements by City or MoDOT, as applicable, Developer will dedicate the Public Project Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City shall be under no obligation to accept the dedication or conveyance of any Public Project Improvement constructed pursuant to this Contract until it has been inspected and approved to the reasonable satisfaction of City. Upon written notice of the inspection and approval of the City's Director of Public Works, Developer agrees to convey all the Public Project Improvements to City free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

(9) Insurance.

(a) General Provisions. Prior to commencing construction of the Public Project Improvements, and at all times until the Public Project Improvements are accepted by and dedicated to City or conveyed to MoDOT, as applicable, Developer shall obtain and keep in force the following insurance and Developer shall file with City a certificate of insurance evidencing such insurance:

(i). Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to exceed $1,000,000 inclusive per occurrence and $1,000,000 annual aggregate.

(ii). Automobile Liability: Minimum $1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

(iii). Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability $1,000,000 each occurrence.

(iv). Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of $5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

(b) Endorsements. The following endorsements shall attach to the policy:

(i). The policy shall cover personal injury as well as bodily injury.

(ii). The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

(iii). Broad form property damage liability shall be afforded.

(iv). City shall be listed as an additional insured.

(v). Standard form of cross-liability shall be afforded.

(vi). The policy shall not be canceled or not renewed without thirty (30) days advance written notice of such event being given to City.

(c) Use of Contractors and Subcontractors. Developer shall not permit any contractor to commence or continue work until they shall have obtained or caused to be obtained a City business license and all insurance required under this Subsection. Said insurance shall be maintained in full force and effect until the completion of construction of the Public Project Improvements, and acceptance of such Public Project Improvements by City or MoDOT (as used in this Subsection, **"Final Completion"**). Subject to MoDOT requirements, Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(d) Workers' Compensation. Developer shall ensure that all contractors performing work for Developer obtain and maintain Workers' Compensation Insurance for all employees, Developer shall cause all contractors to require subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Project Improvements. Developer hereby indemnifies City for any damage resulting to it from failure of either Developer or any contractor to obtain and maintain such insurance. Developer further waives, and shall cause all contractors performing work for Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Contract. Developer shall cause all contractors to ensure that all subcontractors performing work for Developer to waive, their rights to subrogation with respect to any claim against City for injury arising out of performance under this Contract. Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Project Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Project Improvements is being performed until Final Completion.

(e) Bonds; Assignment of Warranty. Developer shall provide, or cause to be provided, or cause its contractor to provide the following bonds and assignment of warranty for the Public Project Improvements and all other public infrastructure improvements that are constructed by Developer and dedicated to City. Developer shall comply with MoDOT requirements for bonds regarding work performed in MoDOT right of way.

(i). Performance Bond and Payment Bond. Prior to commencement of construction and ending upon the completion of construction of the Public Project Improvements and acceptance of such Public Project Improvements by the City in accordance with adopted City engineering standards and requirements (as used in this Subsection, **"Final Completion"**), Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond in a form as approved by the City Engineer, in an amount equal to the cost of the Public Projects Improvements covered by such bond, as reasonably determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City. Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Final Completion.

(ii). Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Projects Improvements, Developer shall assign, in a form reasonably approved by the City Attorney, general contractor's warranty for the Public Projects Improvements, which warranty shall

be in effect for a term of one (1) year from the date of Final Completion as defined in Subsection (i) above for such Public Projects Improvements.

(iii). Indemnity for Failure to Provide Bonds. Developer shall indemnify City and its officers and employees for any damage resulting to City, its officers or employees from failure of Developer to provide the bonds set forth in this Section.

(10) City Inspector. City shall cause a qualified and authorized inspector to be present at reasonable times during the construction of the Public Project Improvements to facilitate the resolution of construction decisions arising in the field.

(11) 44th Street Improvements. Design and construction of a portion of the Public Project Improvements to widen 44th Street adjacent to the Redevelopment Area from Rangeline Road west to the western boundary of Redevelopment Project I as described in the Redevelopment Plan and in accordance with the provisions of this Contract (the **"44th Street Improvements"**) shall be substantially complete pursuant to **Section 9.D.** hereof prior to the construction of more than fifty thousand (50,000) square feet of commercial, office, retail, or hospitality space within Redevelopment Project Area I. In addition to reimbursing the Developer from TIF Revenue and CID Revenue for the 44th Street Improvements, the City shall, subject to annual appropriation, reimburse the Developer for a portion of the costs associated with the 44th Street Improvements from the incremental increase in revenues generated by the City's existing three-eights of one percent (0.375%) capital improvements sales tax generated within Redevelopment Project Area I and not deposited into the Special Allocation Fund.

8. Bidding, Design Criteria and Review Procedures for Private Project Improvements.

A. The construction plans, site plans and building elevations for the Private Project Improvements shall conform to the requirements of a Planned Development Overlay District approved in conjunction with the zoning district designation for Redevelopment Project Area I. In order to insure that the Private Project Improvements and their construction will be in accordance with the provisions of this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) The Developer shall comply with and/or follow controls and design criteria in the Planned Development Overlay District relating to exterior improvements that defines and visually represents the exterior finishes and signage allowed for individual tenants, street furniture, lighting

and other similar features to be used throughout the development (hereinafter the "**Design Criteria**").

(2) No Private Project Improvements shall be commenced or made unless and until all the construction plans therefore, in the detail herein, or any changes thereto, shall have been submitted to City staff, all in accordance with **Section 8.A.(1)** above.

(3) City shall have the absolute right, in its sole judgment and discretion at any time to the extent allowed by State law or the City's ordinances, to approve a variance from conformance to, or a waiver of compliance with, the Planned Development Overlay District and the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(4) Subsequent to commencement of the Private Project Improvements and until said Private Project Improvements have been completed, Developer shall be subject to inspection by representatives of City as described in **Section 9.A.** hereof and as required by Legal Requirements.

(5) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder.

B. Research and Conservation Park. The Developer shall construct the Hope Valley Research and Conservation Park for wetlands mitigation in conjunction with the development of Redevelopment Project I as described in Exhibit C of the Redevelopment Plan at such time as it is required to do so by the U.S. Army Corps of Engineers and in accordance with its approved Management Plan and Permit. The Developer shall actively pursue federal and state tax credits and grants as described in the Redevelopment Plan to reduce the Reimbursable Project Costs associated with the Research and Conservation Park. Upon request of the City, the Developer shall provide to the City documentation and evidence of its efforts to obtain such tax credits and grants. Upon completion of construction of the Research and Conservation Park, it shall be dedicated by the Developer to the CID. Thereafter, the CID shall own, operate, and maintain the Research and Conservation Park.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the

Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of Redevelopment Project I, Developer hereby grants to City, its agents and employees the right to enter at reasonable times for the purpose of inspecting Redevelopment Project I.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way located within the boundaries of the Redevelopment Area to City. Developer shall dedicate the real property necessary for construction of the Public Project Improvements to City as shown on **Exhibit D** at no cost to City. Developer shall convey, at no cost to City, the necessary rights of way located within the boundaries of the Redevelopment Area to MoDOT and convey the real property necessary for construction of the Public Project Improvements to MoDOT. To the extent that Developer does not dedicate any portion of the Redevelopment Area to MoDOT, Developer agrees that any portion not dedicated to MoDOT shall, at the option of City, be conveyed to City (or such third party as City may approve) by Special Warranty Deed free and clear of all liens and encumbrances.

C. Vacation of Right of Way by City and MoDOT. Implementation of the Redevelopment Plan may require the vacation of any existing rights of way and easements by City as well as by MoDOT. In order to allow Developer to maintain the Redevelopment Schedule, City will endeavor to facilitate the timely passage of ordinances which will vacate City-owned rights of way. City will also reasonably assist in securing the vacation by MoDOT of any MoDOT rights of way needed for implementation of the Redevelopment Plan.

D. Certificates of Substantial Completion. The City shall issue a certificate of substantial completion at such time that the Public Project Improvements are sufficiently complete in accordance with the applicable construction specifications so that the Public Project Improvements are functional and can be utilized for their intended use (herein **"Substantial Completion"**); provided that, the City has received all required approvals, licenses, and other documents from any other governmental authority having jurisdiction over the Public Project Improvements. Developer shall send City not less than ten (10) days' advance notice of Substantial Completion of the Public Project Improvements. City shall provide Developer with a detailed written notice of the reasons for objection to the Substantial Completion of the Public Project Improvements within such ten (10) day period. In the event no objections are received by Developer, Substantial Completion shall be deemed to have occurred on the date of Substantial Completion set forth in the Developer's notice provided as set forth above. In the event objections are made by the City, Developer shall proceed to correct the deficiency in accordance with the Developer Public Project Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Substantial Completion in accordance with the foregoing procedure. Upon request of Developer, City shall provide verification in writing of Substantial Completion.

E. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements, but not City or State owned Public Project Improvements, like other similarly situated commercial developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand.

Unless Developer has agreed to fulfill such obligations, Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor ("**User**") to comply with the provisions of this **Section 9.E.** for its respective portion of the Private Improvements. Developer shall enforce the provisions of this **Section 9.E.** in a commercially reasonable manner. Developer hereby agrees that every lease, sales contract or other contract regarding Redevelopment Project Area I entered into following the effective date of this Contract shall indicate the responsibility of the Developer or User to fulfill **Section 9.E**. Developer shall use commercially reasonable efforts to enforce such contract rights.

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of Redevelopment Project I, Developer shall submit a report certifying that the Project Improvements contained therein have been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan; and (3) the actual private equity and debt used to complete the Project Improvements, which may include capitalized interest to the extent actually paid to unrelated third parties during construction, but not during any "lease-up" period.

B. City may conduct an investigation, and if City determines that Redevelopment Project I or any portion thereof has been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that Redevelopment Project I or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** has not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in material compliance with the

terms of this Contract, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of Developer, City shall hold a hearing at which Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the satisfaction of the covenants in this Contract with respect to the obligations of Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the Office of the Recorder of Deeds for Newton County, Missouri.

The City shall respond within fifteen (15) days to all requests by Developer for the issuance of a certificate or hearing under this Section.

11. Financing Plan.

A. Within ninety (90) days after the Effective Date, Developer shall submit to City a financing plan for the financing of Redevelopment Project I setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs, and (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (the "**Financing Plan**") for City's review and approval, which approval will not be unreasonably withheld. Before or after City approval, Developer shall immediately notify City of any material changes in the information affecting the Financing Plan for City's review and approval, which approval will not be unreasonably withheld.

B. Concurrently with delivery of the items described in **Section 11.A.** above, Developer will deliver to City its certificate stating that to the best of its knowledge and belief; (1) such sources of funds and financing commitments will enable Developer to timely implement Redevelopment Project I by constructing the Project Improvements contained therein; (2) the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made; (3) the information and statements contained therein do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

C. At such time that Developer has secured real estate contracts for pad site sales and/or is ready to incur costs and commence with construction of the Project Improvements or a portion thereof, the Developer shall cooperate with the City and its consultants to provide sufficient information to enable the City to verify the Developer's financial capacity to complete the Project Improvements or portion thereof. The City shall have no obligation to approve the Redevelopment Project Ordinance pursuant to **Section 4.B.** hereof until it has completed the verification of the Developer's financial capacity.

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Private Project Improvements and the Public Project Improvements with private funds. Developer shall advance all Private Funds necessary to construct the Private Project Improvements and the Public Project Improvements. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**").

B. Community Improvement District. Developer shall cause a valid petition for the formation of a Community Improvement District ("**CID**") with boundaries that include the Redevelopment Area to be filed with the City Council, along with all evidence, drawings, affidavits and any other supporting documentation required by the CID Act.

(1) CID Sales Tax. In accordance with the CID Act, the CID will take all steps necessary, and as expeditiously as possible, to impose a sales tax in the amount of one percent (1%) (the "**CID Sales Tax**") on all retail sales in the CID area.

(2) Capture of CID Sales Tax Revenue as EATs. Following the activation by Ordinance of Redevelopment Project I and Redevelopment Project Area I, the CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the CID Sales Tax occurring within Redevelopment Project Area I will be directed to the Special Allocation Fund. All Redevelopment Project Costs which are included within the definition of "projects" in the CID Act will also be declared as Reimbursable Project Costs.

(3) CID Cooperative Agreement. The parties will enter into a into a contract with the CID that shall specify the rights, duties and obligations of the City, Developer and CID with respect to the operation and management of the CID and the use of the CID Sales Tax revenues. The CID Cooperative Agreement shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the CID prior to adoption thereof by the

CID and (2) such other provisions as City shall reasonably determine to be necessary for the CID's role in the implementation and funding of this Redevelopment Plan. The contract shall further provide that the CID may pledge that portion of the CID Sales Tax revenue not captured as EATs to the payment of Reimbursable Project Costs, subject to the limitations of the CID Act.

13. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. City approval of the Financing Plan pursuant to **Section 11** hereof.

B. The establishment of the CID and the imposition of the CID Sales Tax.

C. City approval of all zoning, subdivision and permit applications required for implementation of the Redevelopment Plan.

D. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement this Redevelopment Plan.

E. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

F. MoDOT approval of all construction plans for all improvements within the MoDOT right-of-way.

G. MoDOT and City approval of all applications for vacation of right-of-way and sale/transfer to Developer.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Private Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions precedent in this **Section 13** have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent on or before the date set forth above.

14. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. The establishment of the CID and the imposition of the CID Sales Tax.

B. City approval of the Financing Plan pursuant to **Section 11** hereof.

C. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement this Redevelopment Plan.

D. MoDOT approval of construction plans for Public Project Improvements to be owned by MoDOT, including all right-of-way and easement acquisition.

E. MoDOT approval of all construction plans for improvements within the MoDOT right-of-way.

F. MoDOT approval of all applications for vacation of right-of-way and sale/transfer to Developer.

G. City approval of all zoning, subdivision and permit applications required for implementation of the Redevelopment Plan.

City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

15. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Project Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the Redevelopment Plan (and any renewal periods thereof) and shall create a lien in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in Redevelopment Project Area I.

B. Failure to pay Payments in Lieu of Taxes as to any property in a Redevelopment Project Area shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Developer in the event Developer is not the owner of such property) of the provisions of **Section 35** hereof, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof (but not Developer in the event Developer is not the owner of such property) as in other

delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums; provided, however, that the failure of any property in a Redevelopment Project Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default. Promptly upon the designation and approval of a Redevelopment Project Ordinance, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Treasurer and all other appropriate officials and persons and seek to assess the property within Redevelopment Project Area I as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary, herein, the lien on property within a Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

16. Economic Activity Taxes. In addition to the Payments in Lieu of Taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer, who shall be the City, as hereinafter provided, to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. Following the approval of Redevelopment Project I, for as long as Redevelopment Project Area I is subject to Tax Increment Financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

A. Documentation of Economic Activity Taxes. So long as Developer owns the subject property within Redevelopment Project Area I, Developer shall use commercially reasonable efforts to include the provisions as specified in **Section 26** hereof in all lease documents with tenants located at such subject property within a Redevelopment Project Area requiring said sales tax information to be provided to City. Developer shall use commercially reasonable efforts to include a similar provision in all sales contracts with purchasers of property located in a Redevelopment Project Area requiring said sales tax information to be provided to City. So long as Developer owns the subject property within Redevelopment Project Area I, Developer shall use commercially reasonable efforts to enforce said provisions with respect to such subject property, and Developer shall use commercially reasonable efforts to provide that

each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes. The City shall provide copies of all such sales tax information provided by tenants, users, occupants and owners within Redevelopment Project Area I to Developer upon request by Developer, but in no event later than thirty (30) days after such request.

B. Certification by City. City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each Taxing District from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the Taxing District from time to time established. Upon written request from Developer or Taxing District, City shall provide its certification of Economic Activity Taxes due to the governing body of each such Taxing District.

17. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes, including the EATS portion of the CID Sales Tax, shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of Reimbursable Project Costs and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

18. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund will be made in the following manner and order of priority:

A. Payment of fees and expenses incurred by the City in the administration of the Redevelopment Plan and this Contract as detailed in **Section 44.A.** hereof, to the extent not reimbursed pursuant to the Funding Agreement referenced in **Section 44** hereof;

B. Payment of any Payment in Lieu of Taxes derived from the value of any real property, or any portion of real property, within Redevelopment Project Area I which is classified residential by the County Assessor after the redevelopment of said property which shall be declared as surplus and distributed to the taxing jurisdictions in accordance with the provisions of Section 99.820.1(12) of the Act; and

C. Reimbursement of Reimbursable Project Costs.

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit F** as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. Developer shall submit its request for certification of Reimbursable Project Costs incurred within thirty (30) days of the date of the end of each City fiscal year for all such costs incurred during said fiscal year. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within thirty (30) days from the date of the end of the first fiscal year after execution of this Contract. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the **"Reimbursement Request"**), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Budget separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Budget or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Budget, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Budget, completed as of the date of the current Reimbursement Request. Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit F** so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs, (b) transfer to line items that are not approved for Tax Increment Financing funds, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Budget (subject to the foregoing sentence), it shall approve and certify the Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the City Council, which shall upon Developer's request

hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Final Project Budget without the formal approval by City Council of an amended and restated **Exhibit F** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the City Council shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section**.

B. Cost Allocation Across Line Items. Developer shall, in each Reimbursement Request, identify the specific line item within the Redevelopment Project Cost Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Subject to the provisions in **Section 19.A.** herein, savings in the amount expended with respect to any specific line item in the Redevelopment Project Cost Budget may be used to fund cost overruns in another line item of the Redevelopment Project Cost Budget. To the extent Developer achieves savings in the Total Project Costs as shown on **Exhibit F** and as reduced by costs associated with the Public Project Improvements, the amount of Total TIF/CID Reimbursable Project Costs as shown on **Exhibit F** and as reduced by costs associated with the Public Project Improvements shall be reduced proportionally so that the ratio of Total Project Costs to Total TIF/CID Reimbursable Project Costs remains constant.

C. Payment of Interest Expenses

(1) Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 19**. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 19** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(2) Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual

Financing Costs incurred and certified pursuant to this **Section 19**. Financing Costs under this **Section 19.C.(2)** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, or (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense, and as part of such certification Developer shall certify to City the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(3) Interest on Developer Equity – Project Improvements. In the event Developer finances a portion of the Reimbursable Project Costs associated with the Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a month and from the last day of the month for equity advanced after the 15th day of a given month.

(4) Limit on Total Interest Expense. Notwithstanding any other provision in this **Section 19.C.** or elsewhere in this Contract, the total amount of interest expense to be reimbursed to the Developer for Redevelopment Project I from TIF Revenue (including that portion of CID Revenue deposited in the Special Allocation Fund) shall not exceed $5,678,972 as shown on **Exhibit F**.

20. Payment of Project Costs - "As Collected" Basis. The Reimbursable Project Costs shall be reimbursed from the Special Allocation Fund on an "as collected" basis. Developer shall present to the City a Reimbursement Request for the City's certification pursuant to the procedure set forth in **Section 19**. The City shall disburse to Developer sufficient proceeds from the Special Allocation Fund, to the extent such funds are available in the Special Allocation Fund, to pay those amounts identified on the certified Reimbursement Request within thirty (30) days following City's certification

of such Reimbursement Request. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement.

21. Cost Overruns. The Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **Exhibit F**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the aggregate of the Total Reimbursable Project Costs set out on **Exhibit F**, and if and to the extent that the Reimbursable Project Costs, exceed the Redevelopment Project Cost Budget in the aggregate then, Developer, subject to its right to seek to amend the Redevelopment Plan or this Contract, shall pay and be responsible for such Reimbursable Project Costs that exceed the Redevelopment Project Cost Budget in the aggregate.

22. Full Assessment of Redevelopment Area. After all Reimbursable Project Costs have been paid, payment of all Redevelopment Project Costs and distribution of any excess moneys pursuant to Section 99.845 and 99.850 of the Act, but not later than twenty-three (23) years from the adoption of an Ordinance approving and designating Redevelopment Projects, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of the Redevelopment Area as a redevelopment area under the Act (the "**Termination Ordinance**"). From that date forward, all property in Redevelopment Project Area I shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Public Participation. The purpose of affording public assistance to Redevelopment Project I is to accomplish the stated public purposes and not to subsidize an otherwise economically viable development project. While it has been determined by both the Commission and the City Council that Redevelopment Project I would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of Redevelopment Project I to Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for Developer, the parties agree that a reasonable level of earnings for Redevelopment Project I is an "all cash" annual rate of return upon the Private Investment (as hereinafter defined) of twenty percent (20%) after taxes (the "**Annual Rate of Return**"). The amount of Private Investment shall be reduced by the net proceeds of any sale of property in the Redevelopment Area by Developer.

A. Cash Flow. Each year the Developer shall determine if, as of the last day of each calendar year after the Effective Date of this Contract and prior to the termination of the Redevelopment Area as a development area pursuant to **Section 22** hereof, the Net Cash Flow (as hereinafter defined) exceeds the cash flow necessary to generate said Annual Rate of Return. If such excess exists, Developer may carry such excess forward to offset any years in which the Net Cash Flow is less than the cash flow necessary to generate said Annual Rate of Return. Similarly, if the Net Cash Flow in any year is less than the cash flow necessary to generate said Annual Rate of Return, Developer may carry forward such shortfall to offset any years in which the Net Cash Flow is in excess of the cash flow necessary to generate said Annual Rate of Return. Within ninety (90) days of the effective date of the Termination Ordinance, Developer shall add together all such annual excesses and/or shortfalls, and determine if there is a cumulative excess or shortfall. In the event Developer determines at such time that a cumulative excess exists, Developer shall, provided that City is not otherwise in default of this Contract beyond applicable grace and cure periods, contribute to the City the City Share (as hereinafter defined) of such cumulative excess to be distributed by the City to the impacted taxing districts on a pro rata basis. Any cumulative excess remaining after the contribution of the City Share of the cumulative excess to the City shall be retained by Developer.

B. Developer Financial Information.

(1) Developer shall upon written request by City but not more than once per calendar year, provide to City a complete written financial statement to City in a format reasonably acceptable to City showing in reasonable detail the calculation of actual earnings from Redevelopment Project I and Net Cash Flow. Such statement shall include the income attributable to all Private Project Improvements. The financial statement shall include only those expenses which are reasonable and necessary to the operation of the Private Project Improvements and those Public Project Improvements maintained or operated by Developer, and may include allocable reasonable general administrative expenses.

(2) Developer shall upon written request by City but not more than once per calendar year, provide to City the amount of Private Investment by Developer and the month in which each item constituting a component of the Private Investment was expended (it being agreed that Developer shall be entitled to a return upon each such amount constituting a component of the Private Investment from the date the Private Investment was made), including the total amount of all net proceeds of any sale of property in the Redevelopment Area by Developer, together with a calculation of Developer's Annual Rate of Return on Private Investment in accordance with the provisions of **Section 23.A.** hereof.

(3) All such statements shall be certified to by Developer's Chief Financial Officer, shall be prepared in accordance with generally accepted

accounting principles consistently applied (except as otherwise specified herein). Upon request from City, Developer shall provide such additional information or documentation as City shall reasonably require to verify or confirm the information set forth in such statements or to otherwise determine Developer's obligations hereunder and compliance with the requirements hereof.

C. Audit Right. Upon ten (10) days prior written notice, City may cause an audit, at City's sole cost and expense, of Developer's statements and calculations referred to herein by City's staff or consultant. If, as a result of any such audit, City believes that Developer's statement is materially inaccurate, then City shall inform Developer of its position in writing along with providing reasonable details and the material basis for City's position. Developer and City shall meet and discuss their conflicting positions (the "**Audit Meeting**"). If following the Audit Meeting both parties agree that Developer made a material misrepresentation in its statements, then the Developer shall immediately remit the costs of the City's audit, and submit its revised statement. Provided, however, if the parties do not come to agreement following the Audit Meeting, the Developer shall have a right to appeal the City's position to the City Manager at which appeal it may provide additional evidence.

D. For purposes of this **Section 23**, the following terms shall have the meaning set forth below:

(1) **City Share:** The percentage equal to the percentage that the total actual Reimbursable Project Costs paid from the Special Allocation Fund (hereinafter the "**Public Investment**") bears to the sum of Public Investment plus Private Investment. For example purposes, if the amounts set forth in the **Exhibit F** Budget are actually expended, the Public Investment would be the $17,157,199 shown as TIF reimbursable expenses, the Private Investment would be the $39,632,518 shown as Developer expenses (plus any other Private Investment as defined below), and thus the City Share would be 30%.

(2) **Net Cash Flow:** The net operating income from Redevelopment Project I, determined in accordance with generally accepted accounting principles consistently applied (except as otherwise specified herein), for each calendar year during which the provisions of this **Section 23** are applicable. In determining the net operating income from Redevelopment Project I there shall be no reduction for (a) debt service (principal or interest), depreciation, amortization, reserve deposits or any other non-cash charges, nor (b) any costs or expenses relating to sales of all or any part of Redevelopment Project I or any real property in Redevelopment Project Area I.

(3) **Private Investment:** The total cost incurred by the Developer in the construction, development and operation of the Private

Project Improvements which are paid by Developer with Private Funds, including Developer's capital expenditures on the Private Project Improvements during the term of this Contract, as determined in accordance with generally accepted accounting principles consistently applied, reduced by all net proceeds (after deduction of reasonable costs and expenses of such sale) from sales of all or any part of Redevelopment Project I or any real property in Redevelopment Project Area I; subject, however, to the provisions of this **Section 23**.

E. Financial Statements. Developer shall, upon written request by City but not more than once per calendar year, submit to City, within ninety (90) days after the close of Developer's fiscal year, financial statements of Developer, certified by an independent certified public accounting firm.

24. Calculation of Public Participation. From and after the consummation of any sale or conveyance (not including leases) to any unaffiliated third party of any portion of Redevelopment Project I, City's participation pursuant to **Section 23** hereof and as outlined in this Section shall end as to that part so sold or conveyed after the date of such sale or conveyance and the proceeds thereof shall be taken into account in determining Net Cash Flow pursuant to the terms hereof.

25. Tenant Approvals and Prohibitions.

A. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Area including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses and shall have the right to review and approve the following Tenants within the Redevelopment Area:

(1) Existing Users in the City. Without the approval of the City, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Area, which is then open and operating one or more facilities in the City and then ceases to operate at least the same number of existing facilities within one (1) year of the opening of the new facility within the Redevelopment Area.

(2) Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than two (2) of the lots in the Redevelopment Area to Fast Food Restaurants as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant with all of the following characteristics:

(a) A "drive through" window;

(b) Less than 15 tables for the service of customers;

(c) No menu items in excess of $8.00;

(d) No waiter or waitress service; and

(e) No Liquor, wine or beer sales.

(3) Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the Redevelopment Area to a store whose primary business is the sale of used or second hand merchandise, a thrift shop, or a flea market.

(4) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not by sale or lease locate more than one (1) gasoline station/convenience store in the Redevelopment Area. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where gasoline, diesel fuel and oil may be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, tobacco and similar household convenience goods for station customers.

(5) Auto Repair Businesses or Lube Shops. The Developer shall not, without City approval, which approval shall not be unreasonably withheld, sell or lease any of the Redevelopment Area to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility.

(6) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than 20,000 square feet of finished first (1st) floor space in the Redevelopment Area to non-sales tax generating businesses such as office uses or fitness centers.

26. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Area. With regard to leases entered into following the Effective Date of this Contract, Developer shall use commercially reasonable efforts to insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall use commercially reasonable efforts to have such Developer-lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Community Improvement District Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (**"TIF District"**) created by the City and that certain taxes generated by Tenant's economic activities), including sales taxes, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Shopping Center (including Tenant's Premises) are or may become within the area of a Community Improvement District (**"CID"**) which will have the power to impose a sales tax on any retail sales generated within Tenant's Premises. Upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF as well as the CID.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of preceding paragraph.

Tenant represents and warrants that its business is not currently located in the City within the meaning of the TIF Act. Tenant acknowledges that if Tenant's business is currently located within the City within the meaning of the TIF Act or the TIF Contract, this Lease shall not be effective unless the City Council approves this Lease, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

27. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to: (1) the transfer of any property interest within the boundaries of the Redevelopment Area to any transferee, other than a Lender or a party under any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation

thereon, or (2) any transfer and assignment of Developer's obligations as set forth in **Sections 30 and 33** hereof, the Developer shall require the transferee or assignee to comply with the requirements of the Redevelopment Plan and the obligations set forth in this Contract. As a condition to the City granting consent, the City may require the transferee or assignee to expressly assume in writing the obligations of Developer hereunder. Upon such sale or disposition, Developer shall be released from its obligations in this Contract relating to said transferred property or transferred or assigned obligations.

B. Continuation of Payments in Lieu of Taxes. In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Developer or any third party in the Redevelopment Area, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 5** hereof, unless earlier satisfied and certified pursuant to **Section 10** hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named.

D. Incorporation. The restrictions set forth above in **Section 27** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Area and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Redevelopment Area.

E. Notification to City of Transfer; City Council Approval. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Contract. Such notice shall be provided not less than sixty (60) days prior to the proposed effective date of the sale or other transfer in a manner as described in **Section 37** hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this **Section 27** hereof have been fulfilled. Notwithstanding anything to the contrary herein, prior to Developer's sale or other

transfer of any or all of the real property in the Redevelopment Area or any interest therein other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Contract, Developer must obtain the consent to such sale or transfer by the City Council, such consent not to be unreasonably withheld.

28. Progress Reports.

A. Upon the City's written request (not to exceed more than once per year) until all Project Improvements are completed, Developer shall report to the City Council the progress of its implementation of Redevelopment Project I. Such reports shall include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual Redevelopment Project Costs in the Redevelopment Area compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment Area compared to Redevelopment Plan estimates; and

(5) estimated start date of Project Improvements not yet commenced at date of report.

B. Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as City may reasonably require.

29. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to construction of the Project Improvements, the ownership, occupancy, use and operation of Redevelopment Project I and the Redevelopment Area.

30. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Without limiting the rights of Developer or any third party under **Section 27** hereof, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and

shall not be assigned by Developer without the prior written consent of the City Council, not to be unreasonably withheld, delayed or conditioned. Any proposed transferee shall have all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer, and, if the proposed transfer relates to a portion of the Redevelopment Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, expressly for the benefit of City, enter into an agreement with the City obligating the transferee to assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Area, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Area, assign its rights, and delegate its duties and obligations under this Contract to any entity controlled by the Developer or the principals of the Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

B. For so long as any of the principals of the Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Contract that requires the City's consent.

C. No consent will be required under this section for any pledge or assignment of this Contract or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

D. Approval by the City Manager, not to be unreasonably withheld, will be required under this section for any sale or lease of a pad site parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a pad site retail building area for the construction and operation thereon).

Upon such assignment, Developer shall be released from such obligations accruing after the date of such assignment.

31. Assignment of Payments. Notwithstanding the provisions of **Section 30**, the Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge.

Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

32. Collateral Assignment of Contract. Notwithstanding the provisions of **Section 30**, the Developer may assign or pledge its rights under this agreement as collateral by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Contract.

33. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Area pursuant to **Section 30** hereof. Upon submission by Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

34. Indemnification.

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Area or a portion thereof and the Project Improvements.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Area as a development area.

35. Breach-Compliance.

A. If Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits

and in the manner for the completion of Redevelopment Project I as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 36** hereof), in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred eighty (180) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the Redevelopment Plan and Redevelopment Project I are fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance.

B. If any action is instituted by either party hereunder, the nonprevailing party in such action shall pay any and all costs, fees and expenses, including attorneys' fees incurred by the prevailing party in enforcing this Contract.

C. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

D. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

E. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered

or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

F. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Reimbursement Request or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred and remained uncured beyond Developer's cure period as provided in **Section 35.A.** herein, and City has provided notice of such default as required under **Section 35**. Notwithstanding the above, if the City validly terminates this Contract, the City shall be required to, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Reimbursement Request and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer prior to any such notice of default. If City shall at any time elect to rely upon the provisions of this **Section 35.F.** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

G. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them, except that this **Section 35.G.** shall not be prevent the award of attorneys' fees under **Section 35.B.** hereof in the event of a default by City under this Contract. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Section.

36. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Developer which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Contract where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Contract by City or any natural occurrence, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable Delays**"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in **Section 13** hereof and except if financing commitments

obtained by Developer and approved by City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments.

37. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

Sam Anselm
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Hope Valley Development Group, Inc.
Attn: Kevin L. Steele
2702 Richard Joseph Blvd., Ste. 106
Joplin, MO 64801

With a copy to:

Gross & Associates
Attn: Darrell Gross
8270 West Farm Road 160
Republic, Missouri 65738

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

38. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

39. Effective Date. This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Project Improvements, as described herein, and so long as any Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 35** hereof.

40. Recording. Upon full execution by City and Developer, this Contract or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Newton County, Missouri.

41. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

42. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 33** hereof, that any such covenants shall be binding on Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

43. Relocation Costs. Except as otherwise provided in the Redevelopment Project Cost, City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by City to be Redevelopment Project Costs. City acknowledges that the amounts paid by Developer to purchase real property from third parties within the Redevelopment Area are Reimbursable Project Costs up to the reimbursable amounts shown for the Land and Relocation line items on **Exhibit F**, as these amounts include relocation costs. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the City Council of City.

44. Administrative Costs and Expenses.

A. In order to reimburse City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Projects, this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with Redevelopment Project I or the Redevelopment Plan, City and Developer have entered into the Funding

Agreement (the "**Funding Agreement**"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 44.A.** and which are not covered by the Funding Agreement shall be reimbursed by the City from the incremental TIF revenue deposited in the Special Allocation Fund.

B. Additional documented professional service costs and other expenses incurred by City (other than those described in **Section 44.A.** hereof) that are found by City to be reasonable and necessary for it in connection with the Redevelopment Plan, this Contract or otherwise relating to Redevelopment Project I shall be reimbursed from the Special Allocation Fund.

C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 44** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than monthly.

45. Validity and Severability. It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference.

46. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

47. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

48. Good Faith; Consent or Approval. In performance of this Contract or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, or capriciously or unreasonably withhold or delay any approval required by this Contract; provided, however, that the City need not act reasonably in considering a requested extension of time that would extend a time period set forth in this Contract for the performance of an obligation by the Developer by more than three (3) years from

the original end of such period as set forth in this Contract. Except as otherwise provided in this Contract, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City and the issuance thereof, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Contract, (iii) reviewing and approving Developer's plans, including but not limited to the Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Area. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

THE CITY OF JOPLIN, MISSOURI, a municipal corporation

By: _____
Print Name: _____
Title: _____

DEVELOPER:

HOPE VALLEY DEVELOPMENT GROUP, INC., a Missouri corporation

By: _____
Print Name: _____
Title: _____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2015, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of The City of Joplin, Missouri, a Missouri municipal corporation, that said corporation has no corporate seal, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

_____

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

_____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2015, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _____ of Hope Valley Development Group, Inc., a Missouri corporation, and acknowledged said instrument to be his free act and deed and the free act and deed of said corporation.

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

_____

Print Name: _____

Notary Public in and for said County and State

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

ALL OF THE EAST ½ OF THE SOUTH ½ OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF INTERSTATE 44, WEST OF THE WEST RIGHT-OF-WAY OF RANGELINE ROAD, NORTH OF THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN, ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA I

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) TO THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, THENCE EAST ALONG NORTH RIGHT OF WAY LINE OF 44TH STREET 600 FEET FOR A POINT OF BEGINNING, THENCE NORTH 31 ° 46' 37" EAST 1571.21 FEET TO A POINT WHICH IS 200 FEET SOUTH 3° 46' 03" EAST OF THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BOULEVARD, THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE NORTHWESTERN RIGHTOF-WAY LINE OF KANAN AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE NORTH 22° 26' O5" EAST TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD TO THE NORTH RIGHT-OF-WAY OF 44TH STREET, THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET TO THE POINT OF BEGINNING, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN , ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

EXHIBIT C

PRIVATE PROJECT IMPROVEMENTS

The Private Project Improvements will generally consist of the following improvements as described in the Redevelopment Plan:

1. Construct the Hope Valley Research and Conservation Park for wetlands mitigation in conjunction with the development of Redevelopment Project I when required by the U.S. Army Corps of Engineers in accordance with its approved Management Plan and Permit.

2. Construct approximately 122,000 square feet of new retail and office space along with all necessary and required parking, access drives, utilities, landscaping and related improvements necessary to serve the development.

EXHIBIT D

PUBLIC PROJECT IMPROVEMENTS

The Public Project Improvements will generally consist of the following improvements:

1. Construction of public streets, sidewalks, water, sanitary sewer, and storm water improvements in accordance with adopted City standards within the Redevelopment Area as described in the Redevelopment Plan unless modified by the City as part of the Land Use Approvals process.

2. Construction of improvements to widen 44th Street adjacent to the Redevelopment Area from Rangeline Road west to the western boundary of Redevelopment Project I as described in the Redevelopment Plan and in accordance with the provisions of this Contract.

EXHIBIT E

REDEVELOPMENT SCHEDULE

	Commence		Complete	
Blight Removal	4th qtr.	2015	4th qtr.	2016
Construction of Public Project Improvements	4th qtr.	2015	4th qtr.	2016
Construction of Private Project Improvements	4th qtr.	2016	4th qtr.	2019

All scheduled activities may commence earlier than the dates set out above.

EXHIBIT F

REDEVELOPMENT PROJECT I COST BUDGET

TOTAL RPA-I PROJECT COST REIMBURSABLE ALLOCATION	UNIT QUANTITY	COST PER UNIT	TOTAL PROJECT COST	TOTAL DEVELOPER PORTION	TOTAL TIF/CID REIMBURSABLE	
Land Acquisition Cost	75.39 Acres	$171,100	$12,899,229	$7,665,280	$5,233,949	*
Building Construction Cost	162,000 Sq Ft	$150	$24,300,000	$24,300,000	$0	
Site Improvement Cost	1,233,619 Sq Ft	$2.00	$4,694,738	$2,467,238	$2,227,500	*
Marketing Cost-Commissions-Advertising Street &			$5,200,000	$5,200,000	$0	
Street & Utility Construction			$4,687,500		$4,687,500	*
Landscaping/Engineering/Planning/Permits/Testing			$853,250		$853,250	
Mitigation Cost-Construction			$2,155,000		$2,155,000	
Walking Trails/Mitigation Professional fees			$2,000,000		$2,000,000	
TOTAL			**$56,789,717**	**$39,632,518**	**$17,157,199**	
COST SHARE PERCENTAGE			**100%**	**70%**	**30%**	
POSSIBLE COST REDUCTIONS TO TIF REIMBURSABLE COST-Tax Credits or Grants					($3,535,480)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**6%**	
City of Joplin providing a portion of Transpiration Sales Tax to assist in paving of 44th Street					($500,000)	*
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**1%**	
TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST					**($4,035,480)**	
PERCENTAGE OF OUTSIDE FUNDING POSSIBLE					**7%**	
POSSIBLE REVISED PROJECT COST			**$56,789,717**	**$39,632,518**	**$13,121,719**	
POSSIBLE REVISED COST SHARE PERCENTAGE			**100%**	**70%**	**23%**	

***LAND ACQUISITION COST:** A total of 30.50 acres, or 41% of the total land acquired will be used for public purposes; 6.82 acres for street right of way, and 23.77 for the Conservation Park/Mitigation Area. An estimated 16.48 acres is within RPA-II and will not be developed in RPA-I

***SITE IMPROVEMENT COST:** The TIF reimbursable portion is for imported fill cost to raise the site in areas that are low, including streets and right of way areas. Non-reimbursable portion is final grading cost of developed lots.

***STREET & UTILITY CONSTRUCTION:** Cost is for all interior streets, and for the widening of 44th Street along that portion fronting RPA-1

*** TAX CREDITS AND & GRANTS:** The Conservation Park will provide additional public benefits to the Area and the Community, and thus may qualify for assistance from various private, State or Federal Grants, and State and Federal tax credits. The Developer has identified various programs, which would reduce the total TIF Reimbursable Cost by an estimated $3,535.480, if approved, which would reduce the TIF Reimbursable Cost to 24%.

***CITY TRANSPORTATION SALES TAX:** The TIF Reimbursable Expenses includes all site work to widen 44th Street, including fill. Possible use of a portion of the City of Joplin Transportation Sales Tax not captured by the TIF is proposed to be used for funding the cost of paving only for 44th Street. The City will generate an estimated $2.2 million from the Transportation Sales Tax during the term of the TIF, above that portion captured by the TIF. Utilization of a portion of the new funds, above that part captured by the TIF, is proposed to be used since 44th Street will be impacted by other development in the Area besides the Project.

PERCENTAGE OF PROJECT COST FUNDED BY TIF: The total project cost, which is proposed to be funded by TIF revenues totals between 23% and 30%, as, reflected above. The City of Joplin policy for TIF projects is the total cost to be funded by TIF Revenue is no more than 15%. Two factors needs to be considered in this project in order to allow for and justify a variance from policy. The Developer is proposing to create a CID, which will impose an added 1% sales tax within the Redevelopment Area, and will commit 100% of the revenue to repay project cost. This added revenue accounts for 26% of the total projected revenue for the project. The added revenue actually reduces the project cost being funded from existing tax revenue to 17.5% to 22.5% from the 23% and 30% calculations as shown above. Additionally, a significant portion of the project cost is in the Mitigation cost, as required by the Corp of Engineers. A significant portion of the Mitigation Area is within RPA-II, thus the cost for RPA-II should be reduced, and the activation of RPA-II will provide additional revenue to repay the cost.

EXHIBIT F

HOPE VALLEY REDEVELOPMENT AREA (TIF)
TIF/CID REIMBURSABLE PROJECT COST
PRIVATE PROJECT COST
TOTAL PROJECT COST
REDEVELOPMENT AREA 1

DESCRIPTION OF COST	TOTAL ITEM COST	PRIVATE COST	TIF/CID REIMBURSABLE COST	CID ONLY REIMBURSABLE COST	TOTAL PROJECT COST
Professional Fees	$800,000		$800,000		$800,000
Trail Construction	$2,000,000		$2,000,000		$2,000,000
Mitigation Cost	$2,155,000		$2,155,000		$2,155,000
Land Acquisition Cost	$12,899,229	$7,665,280	$5,233,949		$12,899,229
Marketing	$5,200,000	$5,200,000			$5,200,000
Storm Water Site Grading and Construction	$2,227,500		$2,227,500		$2,227,500
Street & Road Construction	$3,000,000		$3,000,000		$3,000,000
Utility Construction	$1,687,500		$1,687,500		$1,687,500
Permits	$53,250		$53,250		$53,250
Finish Site Grading	$2,467,238	$2,467,238			$2,467,238
Building Construction	$24,300,000	$24,300,000			$24,300,000
TOTAL COSTS WITHOUT FINANCING	$56,789,717	$39,632,518	$17,157,199	$0	$56,789,717
Total Financing Costs	$25,614,432	$ 17,835,000	$ 5,678,972	$ 2,100,460	$ 25,614,432
GRAND TOTAL PROJECT COSTS	$82,404,149	$57,467,518	$22,836,171	$ 2,100,460	$82,404,149

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: COUNCIL BILL NO. 2015-606
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager:	Steve Stockam
Department Head:	Nick Heatherly
Finance Department:	Leslie Haase
City Attorney:	Peter Edwards
City Manager:	Sam Anselm

Recommended Action: Approval of Air Service Grant by and between the City of Joplin and Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport.

Summary: This Grant Agreement is entered into by the Missouri Highways and Transportation Commission and the City of Joplin for a grant of funds under State Air Service Program. The Commission has agreed to award funds with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Joplin Regional Airports grant application/request for promotion of Commercial Air Service. This grant will provide advertising funds for existing\new service route with American Airlines. The funds will be used to promote the service within the JLN Market area which includes portions of Kansas, Oklahoma, and Arkansas.

Discussion: The total project cost is One Hundred Thirty-Eight Thousand Eight Hundred Ninety Dollars. The amount of the grant award to be reimbursed to the City is One Hundred Twenty-Five Thousand Dollars ($125,000). The amount of local matching funds, and/or other resources, to be furnished by the City of Joplin is Thirteen Thousand Eight Hundred Eighty-Nine Dollars ($13,889). This Airport Aid Agreement will be used to promote American Airline service at the Joplin Regional Airport. This is a reimbursable agreement. Funds expended under this agreement are reimbursed at Ninety percent (90%) with the remaining Ten percent (10%) coming from the currently budgeted funds in the Airports promotional account.

Additionally, the budget is being amended by increasing revenues by Fifty-Seven Thousand Five Hundred Dollars ($57,500) and by increasing appropriations by Sixty-Three Thousand Eight Hundred and Ninety Dollars ($63,890). The budget originally included this grant at an anticipated total project cost of Seventy-Five Thousand Dollars ($75,000), but the grant award was higher than anticipated at the time the budget was adopted.

Staff requests approval of the state's Air Service Grant.

COUNCIL BILL NO. 2015-606 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of a grant from the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

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

Section 1. That an agreement by and between the City of Joplin and the Missouri Department of Transportation (MoDOT) for assistance in promotion of Air Service at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

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

Section 3. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues by the total amount of Fifty-Seven Thousand Five Hundred Dollars and No Cents ($57,500.00) and by increasing appropriations by the total amount of Sixty-Three Thousand Eight Hundred Ninety Dollars and No Cents ($63,890.00).

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

Section 5. That this Ordinance dealing with the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by the first of July.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

March 18, 2015

Mr. Steve Stockam
Joplin Regional Airport
602 S. Main St.
Joplin, MO 64801

Dear ~~Mr.~~ Steve Stockam:

Re: Joplin Regional Airport
State Aviation Trust Fund Air Service Grant-Project No. AIR 156-090A-2

Thank you for your grant application for air service development. Based on a review of the applications received, MoDOT has awarded the City a grant of $125,000 for air service marketing and promotion. This is a 90% grant and requires a local match of 10% or $13,889 for a total project budget of $138,889. These funds will be available for the Airport's use upon full execution of the enclosed Airport Aid Agreement for Air Service Promotion.

Thank you for your participation in this process. I look forward to working with you to achieve the successful completion of this project.

Sincerely,

Amy L.

Amy Ludwig
Administrator of Aviation

Enclosure

CCO Form: AC02
Approved: 08/09 (AMB)
Revised: 03/15 (MWH)
Modified:

Sponsor: City of Joplin
Project No.: AIR 156-090A-2

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AIRPORT AID AGREEMENT FOR AIR SERVICE PROMOTION

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

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230.4(1)(m) RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230.4(1)(m) RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated December 29, 2014, and specifically described as follows:

Air Service Promotion;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is One Hundred Twenty-Five Thousand Dollars ($125,000); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for work that is not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Thirteen Thousand Eight Hundred Eighty-Nine Dollars ($13,889). The Sponsor warrants to the Commission that it has sufficient cash on deposit, or other readily available resources, to provide the local

matching funds to complete the project.

(4) PROJECT TIME PERIOD: The project period shall be from the date of execution of this Agreement by the Commission to June 30, 2016. The Commission's representative may, in writing, extend the project time period for good cause as shown by the Sponsor. The grant funds in paragraph (2) not expended or duly obligated during the project time period shall be released for use in other projects under §305.230 RSMo.

(5) TITLE EVIDENCE TO EXISTING AIRPORT PROPERTY: By signing this Agreement, the Sponsor certifies that it holds satisfactory evidence of title to all existing airport property and avigation easements.

(6) WITHDRAWAL OF GRANT OFFER: The Commission reserves the right to amend or withdraw this grant offer at any time prior to acceptance by the Sponsor.

(7) PAYMENT: Payments to the Sponsor are made on an advance basis. The Sponsor may request incremental payments during the course of a project or a lump sum payment upon completion of the work. However, this advance payment is subject to the limitations imposed by paragraph (7)(B) of this Agreement.

(A) The Sponsor may request payment at any time subsequent to the execution of this Agreement by both parties. Requests for reimbursement shall be supported with invoices. After the Sponsor pays incurred costs, copies of checks used to pay providers must be submitted to the Commission.

(B) It is understood and agreed by and between the parties that the Commission shall make no payment which could cause the aggregate of all payments under this Agreement to exceed ninety percent (90%) of the maximum state (Aviation Trust Fund) obligation stated in this Agreement or eighty-one percent (81%) of actual total eligible project cost, whichever is lower, until the Sponsor has met and/or performed all requirements of this grant Agreement to the satisfaction of the Commission.

(C) Within ninety (90) days of final inspection of the project funded under this grant, the Sponsor shall provide to the Commission a final payment request and all financial performance and other reports as required by the conditions of this grant.

(D) If the Commission determines that the Sponsor was overpaid, the amount of overpayment shall be remitted to the Commission.

(8) AUDIT OF RECORDS: The Sponsor must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension

thereof, and for three (3) years from the date of final payment made under this Agreement.

(9) FINANCIAL SUMMARY: Upon request of the Commission, the Sponsor shall provide to the Commission a financial summary of the total funds expended. The summary must show the source of funds and the specific items for which they were expended.

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

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the Sponsor with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Sponsor.

(12) LACK OF PROGRESS: Any lack of progress which significantly endangers substantial performance of the project within the specified time shall be deemed a violation of the terms of this Agreement. The determination of lack of progress shall be solely within the discretion of the Commission. The Commission shall notify the Sponsor in writing once such a determination is made.

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

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

(15) WORK PRODUCT: All documents, reports, exhibits, etc. produced by the Sponsor at the direction of the Commission and information supplied by the Commission shall remain the property of the Commission.

(16) CONFIDENTIALITY: The Sponsor shall not disclose to third parties confidential factual matters provided by the Commission except as may be required by statute, ordinance or order of court, or as authorized by the Commission. The Sponsor shall notify the Commission immediately of any request for such information.

(17) NONSOLICITATION: The Sponsor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Sponsor, to solicit or secure this Agreement, and that it has not paid or agreed to pay

any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

(19) INDEMNIFICATION:

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

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

(20) NOTIFICATION OF CHANGE: The Sponsor shall immediately notify the Commission of any change in conditions or law which may significantly affect its ability to perform the project in accordance with the provisions of this Agreement.

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

(22) ASSIGNMENT: The Sponsor shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(23) BANKRUPTCY: Upon filing for any bankruptcy or insolvency proceeding by or against the Sponsor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel this Agreement or affirm this Agreement and hold the Sponsor responsible for damages.

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

(25) SAFETY INSPECTION: The Sponsor shall eliminate all deficiencies identified in its most recent safety inspection letter. If immediate elimination is not feasible, as determined by the Commission, the Sponsor shall provide a satisfactory plan to eliminate the deficiencies.

(26) AIRPORT USE: The Sponsor agrees to operate the airport for the use and benefit of the public. The Sponsor further agrees that it will keep the airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds and classes. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Commission. Otherwise, at no time shall the airport be closed to accommodate a non-aeronautical event or activity.

(27) SAFE OPERATION OF AIRPORT: The Sponsor agrees to operate and maintain in a safe and serviceable condition the airport and all connected facilities which are necessary to serve the aeronautical users of the airport other than facilities owned or controlled by the United States. The Sponsor further agrees that it will not permit any activity on the airport's grounds that would interfere with its safe use for airport purposes. Nothing contained in this Agreement shall be construed to require that the airport be operated for aeronautical uses during temporary periods when snow, ice, or other climatic conditions interfere with safe operations.

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF JOPLIN

By_____

Title_____

Attest:

By_____

Title_____

Approved as to Form:

_____

Title _____

Ordinance No. _____
(if applicable)

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: April 6, 2015

Item: COUNCIL BILL NO. 2015-607
Originating Department: PUBLIC WORKS - AIRPORT

Attachments: 1) Copy of Agreement
2) Copy of Council Bill

Airport Manager: Steve Stockam
Department Head: Nick Heatherly
Finance Department: Leslie Haase
City Attorney: Peter Edwards
City Manager: Sam Anselm

Recommended Action: Approval of Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for a GA Apron Rehabilitation at the Joplin Regional Airport on and emergency basis.

Summary: On February 26, 2015 the Missouri Department of Transportation (MoDOT) has issued the Joplin Regional Airport a Tentative Allocation (TA) letter (see attached) which is the initiation of work for a proposed project. MoDOT has committed to the project for the Airport to rehabilitate the GA apron. This project will involve the repair of the existing substructure and a new overlay and markings. Per MoDOT schedule the project must be designed and bids received by July 1, 2015.

CMT was selected by formal process earlier this year to serve as the Airport Engineer for the next five (5) yeas. CMT has developed a Scope of Work and a Consulting Contract for the project. After review by the MoDOT both were approved.

Discussion: This contract involves designing and bidding the Apron Project. CMT's fee will be a "Totasl Not to Exceed" $89,842.40.

The MoDOT will issue a Grant for the project as outlined in the TA letter based on the final bid cost for construction. The design fees for the project will be paid from this MoDOT Grant based on a 90/10 State/Local share.

Recommendation: Staff requests the adoption of this council bill on an emergency basis.

COUNCIL BILL NO. 2015-607 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an Agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for a GA Apron Rehabilitation at the Joplin Regional Airport on and emergency basis.

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

Section 1. That an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, INC. for Engineering Design Services for a GA Apron Rehabilitation at the Joplin Regional Airport, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the Director of Public Works 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 the public improvements, is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, shall be in full force and effect immediately after its passage and approval. The Grant must be accepted by May 1, 2015.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2015, by a _____ vote.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MoDOT

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
David B. Nichols, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

February 26, 2015

Mr. Steve Stockam
Joplin Regional Airport
602 S. Main St.
Joplin, MO 64801

Dear Mr. Stockam:

Re: Joplin Regional Airport
Tentative Allocation of State Aviation Trust Funds
Apron Rehabilitation

A project to rehabilitate the General Aviation Apron at the Joplin Regional Airport is approved for State Aviation Trust Fund participation. This project will utilize the MoDOT project number AIR 156-90A. Darrell Goth will be the MoDOT project manager for this project. His phone number is 573-526-7913.

I am unable to verify that your consultant selection is current. Please forward a current Sponsor Certification for Selection of Consultants. This form can be found on our MoDOT aviation website (link below). Please make sure to include the advertisement you used for the current consultant selection as requested on the sponsor certification form. We appreciate a letter stating which consultant was selected as well, as this information does not show up on the form.

Grants are administered on a cost-sharing basis and the state may provide up to 90 percent of the eligible costs on state/local projects. Information provided on your application dated January 27, 2015 identifies an estimated total project cost of $1,100,000. Please review your estimate for accuracy. If your current total project cost is different than what is identified in this letter, please let me know. Our office can work with you to determine whether additional funding may be available or whether you need to adjust project scope to match the funds available.

The amount of state funds tentatively allocated for the project identified above is $990,000. A ten percent local match for this amount is $110,000 for a total project budget of $1,100,000.

In order to manage state aviation funds in an efficient manner we are attempting to expedite all activities related to the issuance of grants. To insure efficient distribution of limited funds

we are striving to issue grants based on bids or completed negotiations. Funding for this project appears to be favorable in State Fiscal Year 2016.

We recommend that you proceed as necessary to meet the following schedule. Please use the milestone schedule as a guide:

Finalize contract negotiations – May, 2015
Complete study/Complete design phase services – July, 2015
Complete project construction – December, 2015

Failure to follow this schedule could jeopardize availability of funds for this project.

Please note the following requirements:

- Any additional work added to the project must be coordinated with our office.
- Only eligible expenses for work associated with projects placed in a grant are reimbursable. As usual, only those expenses determined to be necessary and reasonable will be eligible for reimbursement.
- The official and public notification that MoDOT has allocated funds for this project at your airport will be the issuance of a grant.
- In order to insure future eligibility for federal and/or state participation, any work performed prior to receipt of a grant must be in accordance with all applicable FAA standards and requirements. Although funds have not been officially allocated for this project, we encourage you to coordinate with our office in the same manner as if the project was initiated. This coordination will help prevent misunderstandings about eligibility of work performed.
- Additional grant and project information may be obtained from our website at: http://www.modot.mo.gov/othertransportation/aviation/aviationgrantdoc.htm

We look forward to working with you to achieve the satisfactory completion of this project. If you have any questions or need assistance, please feel free to contact me at (573) 526-3619.

Sincerely,

Bryan Gregory
Aviation Operations Manager

CC: Darrell Goth, MoDOT (email)

Airport Name: Joplin Regional Airport
Project No.:
County: Jasper

STATE AVIATION TRUST FUND PROJECT CONSULTANT AGREEMENT
(Revision 01/01/11)

THIS AGREEMENT is entered into by **Crawford, Murphy & Tilly, Inc.** (hereinafter the "Consultant"), and the **City of Joplin**, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the **Joplin Regional** Airport.

WHEREAS, while neither the Missouri Department of Transportation (MoDOT) nor the Federal Aviation Administration (FAA) is a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by MoDOT.

WHEREAS, while the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) " SPONSOR" means the owner of the airport referenced above.

(B) "SPONSOR'S REPRESENTATIVE" means the person or persons designated in paragraph 20(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in paragraph 20(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in paragraph (11) of this Agreement.

(G) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(H) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(I) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the approval of the sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities, which supply only materials or supplies to the Consultant.

(J) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(K) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(L) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this

Agreement.

(B) The specific services to be provided by the Consultant are set forth on Exhibit II to this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a supplemental agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost therefore. Any changes in the maximum compensation, or time and schedule of completion, will be covered in the supplemental agreement. Supplemental agreements must be approved by MoDOT to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth on Exhibit III to this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of paragraph 3 of this Agreement.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor as expressly established in this Agreement, consisting of published manuals and policies of MoDOT and FAA which shall be furnished by the Sponsor upon request.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set

out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction or during any phase of work performed by others based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans/specifications submitted for review by permit authorities, and plans/specifications issued for construction shall be signed, sealed, and dated by a professional engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was

necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (subconsultant information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
Algeir Martian and Associates	7231 East 24th Street Joplin, MO 64804	Survey
Palmerton and Parrish	4168 W. Kearney St. Springfield, MO 65803	geotechnical

(B) The Consultant agrees, and shall require the selected subconsultants, to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement, for inspection by the Sponsor or any authorized representative of MoDOT, and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees

to require, and shall provide evidence to the Sponsor, that those subconsultants shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance, for not less than the period of services under such subconsultant agreements, and in not less than the following amounts:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder and the Consultant shall assume full liability for the services performed by its subconsultants.

(E) The payment for the services of any subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in paragraph (8), entitled "Fees and Payments".

(F) The Consultant agrees that any agreement between the Consultant and any subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and subconsultant exceeds $25,000. Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(8) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis: labor, overhead and profit will be paid for as a lump sum cost of **$78,771.60**, direct expenses will be paid for at actual cost with a not to exceed amount of **$11,070.80** for a total not to exceed amount payable of **$89,842.40**. A breakout of the estimated costs is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles; to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Administration of Engineering and Design Related Service Contracts. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items 8(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed manhour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all subconsultant fees, including overhead and profit.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such

property at the rate established by company policies and practices. Approval of the Sponsor and MoDOT will be required prior to acquisition of reimbursable special equipment.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 45 days therefrom, pay the Consultant for the services rendered, to the extent of ninety-eight percent (98%) of the amount of the lump sum fee earned plus direct costs as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 45 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. Two percent (2%) of the amount earned will be retained by the Sponsor until the design services as covered by the Agreement are completed by the Consultant and approved by the Sponsor and MoDOT. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of the services required by paragraph (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. In the alternative to withholding the two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account, in the amount of said two percent (2%) retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the two percent (2%) retainage will control.

(9) PERIOD OF SERVICE:

(A) The services, and if more than one then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant. Requests for extensions of time shall be made in writing by the Consultant, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. Such extension of time shall be the sole allowable compensation for all such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(C) The Consultant and Sponsor agree that time is of the essence, and the Consultant and Sponsor will be required to meet the schedules in this Agreement. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant, no claim for damage shall be made by either party. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays. The Consultant may also receive an equitable adjustment in the maximum amount payable, provided the consultant can document the additional cost resulting from the delay. Any extensions or additional costs shall be subject to MoDOT approval.

(D) As used in this provision, the term "delays due to unforeseeable causes" includes the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(10) SUSPENSION OR TERMINATION OF AGREEMENT:

(A) The Sponsor may, without being in breach hereof, suspend or terminate the Consultant's services under this Agreement, or any part of them, for cause or for the convenience of the Sponsor, upon giving to the Consultant at least fifteen (15) days' prior written notice of the effective date thereof. The Consultant shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Sponsor.

(B) Should the Agreement be suspended or terminated for the convenience of the Sponsor, the Sponsor will pay to the Consultant its costs as set forth in paragraph (8)(B), including a proportional amount of the lump sum fee based upon an estimated percentage of Agreement completion prior to such suspension or termination, direct costs as defined in this Agreement for services performed by the Consultant plus reasonable costs incurred by the Consultant in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits.

In the event of a suspension of the services, the Consultant's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.

(C) The Consultant shall remain liable to the Sponsor for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Consultant. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

(D) The Consultant shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Consultant is deprived of the opportunity to complete the Consultant's services.

(E) Upon the occurrence of any of the following events, the Consultant may suspend performance hereunder by giving the Sponsor 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Sponsor. In the event the condition is not remedied within 120 days of the Consultant's original notice, the Consultant may terminate this agreement.

1. Receipt of written notice from the Sponsor that funds are no longer available to continue performance.

2. The Sponsor 's persistent failure to make payment to the Consultant in a timely manner.

3. Any material contract breach by the Sponsor.

(11) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and

II. Any rights of copyright to which Sponsor, its consultant or subconsultant purchases ownership with payments provided by this agreement.

B. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Paragraph (l) of the clause, entitled "communications" shall read as follows: "(l) Communications. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 C.F.R. 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B). Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor in data files compatible with **Microstation** (specify CADD version). The Consultant makes no warranty as to the compatibility of the data files beyond the above

specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(12) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor 's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made in triplicate within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding paragraph 20 of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in paragraphs 12 (C) and (D) do not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or stopped by the claims procedure in paragraphs 12 (C) and (D).

(F) Not withstanding paragraphs (A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(13) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(14) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and MoDOT from all liability, losses, damages, and judgments for bodily injury, including death, and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor 's review, approval or acceptance of, or

payment for, any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(15) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per claim up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(E) Any insurance policy required as specified in paragraph (15) shall be written by a company, which is incorporated in the United States of America or is

based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(16) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by supplemental agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(17) MISSOURI NONDISCRIMINATION CLAUSE: The Consultant shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The Consultant shall also comply with all state and federal statutes applicable to Consultant relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(18) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Jasper County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin, Missouri, by reason of which the Consultant consents to venue of any action against it in Jasper County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all subconsultants of the Consultant in the performance of this Agreement.

(19) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor and MoDOT, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(20) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing, and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Steve Stockam		
SPONSOR'S NAME	City of Joplin		
SPONSOR'S ADDRESS	602 South Main Str. Joplin, MO. 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	SStockam@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Ty Sander		
CONSULTANT'S NAME	Crawford, Murphy & Tilly, Inc.		
CONSULTANT'S ADDRESS	One Memorial Drive, Suite 500 St. Louis, MO 63304		
PHONE	314-436-5500	FAX	314-426-0723
E-MAIL ADDRESS	tsander@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

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

(22) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement is a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to such employees, subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information, (2) is received from a third party without any confidentiality obligations, or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(23) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(24) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(25) PAYMENT BOND: In the event a subconsultant is used for any services under this Agreement, Consultant shall provide a payment bond under Section 107.170 RSMo. Supp., as amended, for any services which are printing, aircraft, archaeology, surveying, hazardous waste or geotechnical including but not limited to the collection of soil samples. Any payment bond must be acceptable to the Sponsor and must be provided prior to the performance of service. The cost for the payment bond must have been included in the fee of the Consultant under this Agreement.

A payment bond shall not be required for subconsultant services for which the aggregate costs are $25,000 or less or when the subconsultant is an engineering firm that is performing non-engineering services per current MoDOT policy.

(26) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and MoDOT Standards

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services - Cost Breakdown.

(G) Exhibit VI: Performance Schedule

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective proper officials.

Executed by the Consultant the _____ day of _____, 20____.

Executed by the Sponsor the _____ day of _____, 20____.

Sponsor: City of Joplin	Consultant: Crawford, Murphy & Tilly, Inc.
By: _____ Signature	By: _____ Signature
Title:	Title: President
ATTEST:	ATTEST:
By: _____ Signature	By: _____ Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

1. Rehabiltiate and re-light General Aviation apron.

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

This Scope of Services to be performed shall consist of the following items of work. The Consultant will perform a topographical survey and geotechnical investigation required for project design and produce engineer's design report, construction plans, construction documents/technical specifications, tabulation of construction quantities and engineer's opinion of probable construction costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will conduct the prebid meeting. All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders and MoDOT requirements and changes/revisions current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA. The improvements that are being designed on the project shall be consistent with a current and approved Airport Layout Plan.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

BASIC SERVICES

1. Preliminary

   a. Perform site inspections and attend scoping meeting with Sponsor for project formulation.

   b. Develop preliminary engineer's opinion of probable construction cost and project budget.

2. Design Phase

   a. Prepare preliminary design report (bound). As a minimum, the design report will include:

      - a narrative regarding the airport improvements in this project.
      - pavement design calculations and proposed typical sections.
      - geotechnical investigation and laboratory test results.
      - analysis of alternatives (life cycle) and recommendations.
      - drainage analysis.
      - pavement marking analysis.
      - lighting system design/calculations (incl. apron area lighting).

- a list of any proposed modifications to design/construction standards and other FAA and MoDOT standards along with the reason(s) and justifications for the modifications.
- an engineer's opinion of probable construction cost.
- summary of recommendations.

b. Prepare construction plans and contract documents/technical specifications in accordance with current MoDOT and FAA standards, and other criteria.

1) Prepare construction plans:

The construction plans will be incorporated into the Contract Documents/Technical Specifications and delineate the improvements in the project. The construction plans will generally include the following:

- Title sheet with project name/description, location map, index of sheets and runway data table.
- General airport layout plan with safety/construction phasing plan.
- General notes and summary of quantities (separate MoDOT and FAA specification items).
- Demolition plan.
- Typical pavement sections.
- Apron plan and grades.
- Apron tie down plan and details.
- Drainage details.
- Apron lighting plans and details.
- Airport lighting electrical vault plans and details.
- apron marking plans and details.
- Miscellaneous ancillary details.

2) Prepare Contract Documents/Technical Specifications.

3) Revise plan quantities, preliminary engineers' opinion of probable construction cost and project budget.

4) Submit Construction Plans, Contract Documents/Technical Specifications, engineer's opinion of probable construction costs and project budget to the Sponsor and MoDOT for review and comments. The Sponsor will be provided with two (2) copies and MoDOT one (1) copy.

5) Finalize Construction Plans and Contract Documents/Technical Specifications with consideration of preliminary review comments from the Sponsor and MoDOT.

6) Submit a final Design Report (1 copy), final sealed set of Construction Plans and Contract Documents/Technical

Specifications (2 copies), Engineer's Opinion of Probable Construction Cost and Project Budget to the Sponsor and MoDOT.

3. Bidding Phase

   a. Assist the Sponsor with advertisement for bids and send "Notice to Bidders" to prospective contractors. (Sponsor shall place advertisements in appropriate media.)

   b. Print and distribute Construction Plans and Contract Documents/Technical Specifications to plan holding houses and prospective Bidders.

   c. Answer questions, clarify points, and issue addenda as necessary pertaining to the Construction Plans and Contract Documents/Technical Specifications during the bidding phase.

   d. Attend and conduct the pre-bid meeting and record minutes.

   e. Tabulate and analyze bid results, review contractor's qualifications, and make recommendation of contract award to Sponsor.

CONSTRUCTION SERVICES

These services can be added by Supplemental Agreement per Section (16) of this Agreement.

EXHIBIT IIA
FAA Advisory Circulars, Standards, Guidance and Commission Standards
Revision 01/01/11

Sponsor is responsible to check the FAA website for the most current Advisory Circulars, and AIP sponsor guides at the time of execution of the project consultant agreement. They are available on the FAA Central Region website at: the following address: http://www.faa.gov/airports/resources/advisory_circulars/.

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5070-6B Change 1	Airport Master Plans
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-32A	Reporting Wildlife Aircraft Strikes
150/5200-33B	Hazardous Wildlife Attractants on or Near Airports
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-36	Qualifications for Wildlife Biologist Conducting Wildlife Hazard Assessments and Training Curriculums for Airport Personnel Involved in Controlling Wildlife Hazards on Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-20 Change 1	Ground Vehicle Operations on Airports
150/5210-24	Airport Foreign Object debris (FOD) Management
150/5220-16C	Automated Weather Observing Systems (AWOS) for Non Federal Applications
150/5220-20 Change 1	Airport Snow and Ice Control Equipment
150/5220-23	Frangible Connections
150/5300-13 Changes 1-15	Airport Design
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and geographic Information System (GIS) Standards

150/5320-5C Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-17	Airfield Pavement Surface Evaluation and rating (PASER) Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
159/5340-26B	Maintenance of Airport Visual Aid Facilities
150/5340-30E	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821 Panels for Control to Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7E	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L-823, Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator Systems (PAPI)
150/5345-39C	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Isolation Transformers for Airport Lighting Systems

150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890, Airport Lighting Control and Monitoring System
150/5360-12E	Airport Signing & Graphics
150/5370-2E	Operational Safety on Airports During Construction
150/5370-6D	Construction Progress and Inspection Report--Airport Improvement Program
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-14A	Hot Mix Paving Handbook
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airport Pavements
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2B	Heliport Design
FAA	910 - Predesign Conference
FAA	920 – Engineer's Report (& Pavement Design)
FAA	950 - Sponsor Modifications of FAA Standards
FAA	960 - Safety Plan
FAA	1040 – Preconstruction Conference
FAA	1100 - Runway Commissioning

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Consultant to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Prompt written notice to the Consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the Consultant's services.

4. One (1) copy of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. All payments to landowners or tenants associated with the acquisition of the required property rights prior to or concurrent with closing.

6. All staff, procedures and activities related to acquiring the property , including but not limited to appraisals, reviews, negotiations, relocation assistance and eminent domain.

7. Pay all publishing cost for advertisements of notices, public hearings, request for proposals and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities, and shall secure the necessary land easements and/or rights-of-way required for the project.

8. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

9. Guidance for assembling bid package to meet Sponsor's bid letting requirements.

10. Designate contact person (see paragraph 20-A).

11. Pay costs for title searches.

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV - 1

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MO
Rehabilitate General Aviation Apron
DESIGN AND BIDDING PHASE SERVICES
January 28, 2015

1 **DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$73.59	$0.00
Senior Project Engineer	140	58.29	8,160.60
Project Manager	116	45.33	5,258.28
Senior Engineer	322	35.34	11,379.48
Engineer	0	27.96	0.00
Senior Planner	0	35.08	0.00
Planner	0	22.21	0.00
Registered Land Surveyor	0	40.50	0.00
Senior Technician	120	34.51	4,141.20
Technician	0	26.08	0.00
Clerk/Secretary	0	20.51	0.00
	698		

Total Direct Salary Costs = $28,939.56

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 136.69 % = $39,557.48

3 **SUBTOTAL:**
Items 1 and 2 = $68,497.04

4 **PROFIT:**
15 % of Item 3 Subtotal = $10,274.56

Subtotal $78,771.60 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage	1,440 Miles	@	$0.57 / Mile =	$820.80
b. Meals	0 Days	@	$32.00 / Day =	$0.00
c. Motel ($77 + tax)	0 Nights	@	$82.00 / Night =	$0.00
d. Nuclear Density Gaug	0 Days	@	$40.00 / Day =	$0.00
e. Printing and Shipping			=	$800.00

Total Out-of-Pocket Expenses = $1,620.80

6 **SUBCONTRACT COSTS:**

a. Algeir Martin and Associates - Survey	=	$4,950.00
b. Palmerton and Parrish - geotech	=	$4,500.00
c.	=	$0.00

= $9,450.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = $89,842.40 Not to Exceed

JOPLIN REGIONAL AIRPORT
JOPLIN, MO

Design and Bidding Phase Services
Rehabilitate General Aviation Apron
January 28, 2015

Classification: / Gross Hourly Rate:		Principal $200.31	Senior Project Engineer $158.66	Project Manager $123.39	Senior Engineer $96.19	Engineer $76.11	Senior Planner $95.49	Planner $60.45	Registered Land Surveyor $110.24	Senior Technician $93.93	Technician $70.99	Clerk/ Secretary $55.83	Other Costs
A. BASIC SERVICES													
1. Construction Phase:													
Project Administration			4										
Cat Ex., land disturbance letter, misc. forms			2		8								
Coordinate Survey and Geotech			2		4								
Site Visit (preliminary and design review)			24	12	24								
Preliminary Design Report			24		40								
Cover Sheet					4					4			
Proposed Improvements			2		12					8			
CSPP/Phasing			8		16					8			
Demo plans			4		12					8			
Layout plans			4		12					8			
Typical sections			2		8					8			
Pavement Repair Details			2		8					4			
Spot elevations			2		12					8			
Tie down layout and details			2		12					8			
Marking plans			2		8					8			
Apron Lighting				60						16			
Apron Lighting Details				20						8			
Misc. Details			2		8					8			
Calculate Quantities and Provide Cost Estimate			8		40					16			
Technical Specifications			16	24	40								
Front End Documents			8		24								
Respond to Comments and Update Docs			4		8								
Respond to Contractor Questions during bidding			4		4								
Prebid Meeting			12		12								
Bid review and recommendation			2		6								
Total hours =	698	0	140	116	322	0	0	0	0	120	0	0	(1,2,3,4,5)
Total =	$89,842.40	$0.00	$22,212.62	$14,312.70	$30,974.20	$0.00	$0.00	$0.00	$0.00	$11,272.08	$0.00	$0.00	$11,070.80

TOTAL = **$89,842.40**

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V - 1

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

BASIC SERVICES

A.	Preliminary Phase		As Required
B.	Design Phase		
	2.	Submittal of Preliminary Design Report	**(30)** calendar days after receipt of NTP
	3.	Plans & Specifications	
		a. Submittal of 90% Plans and Contract Documents/Specifications for review	**(60)** calendar days after receipt of NTP
		b. Submittal of Final Design Report and Plans and Contract Documents/Specifications for bidding	**(14)** calendar days after receipt of review comments
C.	Bidding Phase		As Required