JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 5, 2023
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

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

2. **Roll Call**

3. **Presentations**

   1. Capital Improvement Sales Tax Renewal Process

      Documents:

      CAPITAL IMPROVEMENT SALES TAX RENEWAL PROCESS.PDF

   2. Tin Cup Trail Update

      Documents:

      TIN CUP TRAIL.PDF

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2023-278
      AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin,

Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) property as described below and located at 832 S Pennsylvania Ave.

Documents:

CB2023-278SUMMARY.PDF
033-23REPORT.PDF
033-23APP.PDF
08.14.23 PZ MINUTES.PDF
2023-278MAP.PDF
CB2023-278.PDF

8. Consent Agenda

1. Minutes Of The August 21, 2023 City Council Meeting

   Documents:

   AUGUST 21, 2023 MINUTES.PDF

2. Minutes Of The August 28, 2023, Special City Council Meeting

   Documents:

   SPECIAL MEETING AUG 28, 2023.PDF

3. COUNCIL BILL NO. 2023-012
   AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith.

   Documents:

   CB2023-012.PDF

4. COUNCIL BILL NO. 2023-135
   AN ORDINANCE authorizing the approval of the 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

   Documents:

   CB2023-135.PDF

5. COUNCIL BILL NO. 2023-147
   AN ORDINANCE amending Chapter 114, Traffic, Article IX, Pedestrians.

Documents:

CB2023-147.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2023-148
AN ORDINANCE approving a work authorization with Burns & McDonnell in the not to exceed amount of One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00) for professional engineering services associated with the Hydraulic Model Update and Flow Metering Project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

FLOW MONITORING BM SUMMARY SHEET - CB 148.PDF
ORDINANCE FLOW MONITORING BM - CB 148.PDF
JOPLIN INTERCEPTOR MODELING AND ANALYSIS WA BMCD.PDF
PHASE 3 - JOPLIN ALL FLOW METERING AND ANALYSIS SCOPE_08242023.PDF
PHASE 3 - JOPLIN ALL FLOW METERING AND ANALYSIS FEE_08242023.PDF
EXHIBIT B - RATE SHEET 23A.PDF
JOPLINREVMETEREDLOCATIONS08232023_REV1 (1).PDF

2. COUNCIL BILL NO. 2023-149
AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co., Inc. in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) for construction services on the Turkey Creek Wastewater Treatment Facility Leachate Aerial Crossing project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2023-149-SUMMARY SHEET_TCWWTF LEACHATE AERIAL.PDF
CB2023-149 COUNCIL ORDINANCE GG TCWWTF LEACHATE LINE.PDF
CB2023-149-BID SUMMARY SHEET_TURKEY CREEK WASTEWATER TREATMENT FACILITY (WWTF) LEACHATE AERIAL CROSSING.PDF
00 52 00 AGREEMENT 2023.PDF
TURKEY CREEK WWTF LEACHATE UPDATED.PDF

3. COUNCIL BILL NO. 2023-609
AN ORDINANCE approving the applications of MO-KAN Dragway for marketing 2024 race events, Midwestern Built CrossFit for Monster Games, Joplin Disc Golf Club for the 19th Annual Four States Open, Mother Road Mayhem for the Mother Road Mayhem truck show, Joplin Esports Booster Club, for their Eagles Lair III and Eagles Lair IV, Twin Hills Golf and Country Club for the

NJCAA (National Junior College Athletic Association) Men's Division 2 Golf National Championship, and the American Youth Golf Association Tournament, Ozark Christian College for marketing their 2024 conference series, Active Lifestyle Events Inc. for the 2024 Joplin Memorial Run, Heartland Concert Band for Community Band Outdoor Picnic, North Heights Neighborhood for North Heights Porchfest 2024, Neosho Arts Council for ArtCon 2024, Historic Murphysburg Preservation, Inc for a tour booklet for Murphysburg Historic Places, JOMO Pride, Inc. for JOMO PrideFest, Emancipation Celebration Committee for the 2024 Emancipation Celebration, and the Freedom of Flight Museum for a 2024 Marketing Campaign for utilization of FY2024 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

Documents:

CB2022-609 ORDINANCE.PDF
CB2023-609 SUMMARY.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2023-139
AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

Documents:

20TH MALANG SUMMARY SHEET.PDF
ORDINANCE 20TH MALANG LS - CB 139.PDF
WA AMA-OC-23-012 20TH AND MALANG LS IMPROV 2023 REDUCTED SCOPE 06-30-23 COMPLETE (1).PDF
PROPOSED 20TH MALANG LS IMPROVEMENTS AND FORCE MAIN (1).PDF

2. COUNCIL BILL NO. 2023-284
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and

transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

Documents:

GSCLG CONTRACT-CB2010-196.PDF
2024UPWP - DRAFT 2.PDF
JATSO FY24 CPG AGREEMENT.PDF
UPWP COUNCIL BILL FY2024.PDF

12. **Ordinances - Second Reading And Third Reading**
13. **Unfinished Business**
14. **New Business**
    1. Declare Excess Surplus Property For The Annual City Of Joplin Auction On September 16, 2023

       Documents:

       MASTER AUCTION LIST.PDF

    2. Vote To Go Into Closed Session, Which Shall Pertain To The Hiring, Firing, Disciplining, Or Promotion Of An Employee Or Particular Employees Of A Governmental Body Involving Personal Information As Set Forth In Section 610.021(3) RSMo, As Amended, 2020, More Specifically For The Purpose Of Evaluating Certain Council Employees. This Meeting, Record, And Vote To Be Closed To The Extent Provided By Law. The City Council Shall Adjourn At The End Of The Session.

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything.

Notice posted at 12:00 PM on this 31st day of August 2023 (RSMo 610.020)



CAPITAL IMPROVEMENT SALES TAX RENEWAL PROCESS

COJ Team | September 5, 2023

CAPITAL IMPROVEMENT SALES TAX RENEWAL

History

- In 2004, Joplin voters approved a new 3/8-Cent Capital Improvement Sales Tax to be used for specific capital improvements in the community
- The tax went into effect January 1, 2005 with a sunset date of December 31, 2014
- In 2014, voters renewed this tax for various new capital improvement projects
- The tax is set to sunset on December 31, 2024
- Without this tax, there wouldn’t be a funding source for capital improvement projects

CAPITAL IMPROVEMENT SALES TAX RENEWAL

Renewal Process

- Multi-Modal, Traffic Signal and Facilities Master Plans are nearing completion or are already complete
- Master Plans have been used to develop a total listing of possible projects
- Capital Improvement Plan is a plan of “plans”, most have had some level of citizen engagement
- From total listing of possible projects, Olsson will develop a combined project list for Council review

CAPITAL IMPROVEMENT SALES TAX RENEWAL

Renewal Process:
Next Steps

October 9, 2023 Work Session:

- Olsson will present complete list of possible projects
- Olsson will present a combined and refined list of possible projects
- City Council will have the opportunity to add or remove projects, as well as discuss any possible prioritization for the projects
- Discuss the formation of a Citizen's Committee
- City Council will also be presented Justice Center facility options

CAPITAL IMPROVEMENT SALES TAX RENEWAL

Renewal Process:
Next Steps
(Tentative)

October 16, 2023 Council meeting:

- Proposed resolution forming the citizen's committee and establishing a charge will be presented for consideration

November 1, 2023:

- Begin meeting with Citizen's Committee to evaluate projects, funding and costs

March 4, 2024 Council meeting:

- Citizen's Committee will present proposed projects for Capital Improvement Sales Tax renewal to City Council for consideration and discussion

CAPITAL IMPROVEMENT SALES TAX RENEWAL

Renewal Process:
Next Steps
(Tentative)

March 11, 2024 Work Session:

- City Council continue discussion and review of Citizen's Committee recommendation

March 18, 2024 Council meeting:

- Adopt Ordinance calling for an Election and adoption of the final proposed project list

April through August 2024:

- Citizen's Committee will begin process to educate public about the renewal of the tax

CAPITAL IMPROVEMENT SALES TAX RENEWAL

Renewal Process:
Next Steps

August 6, 2024 :

- Election Day!

Questions?





Tin Cup Trail

For the City of Joplin

COJ Team | August 28, 2023



Tin Cup Trail Rendering from 2008

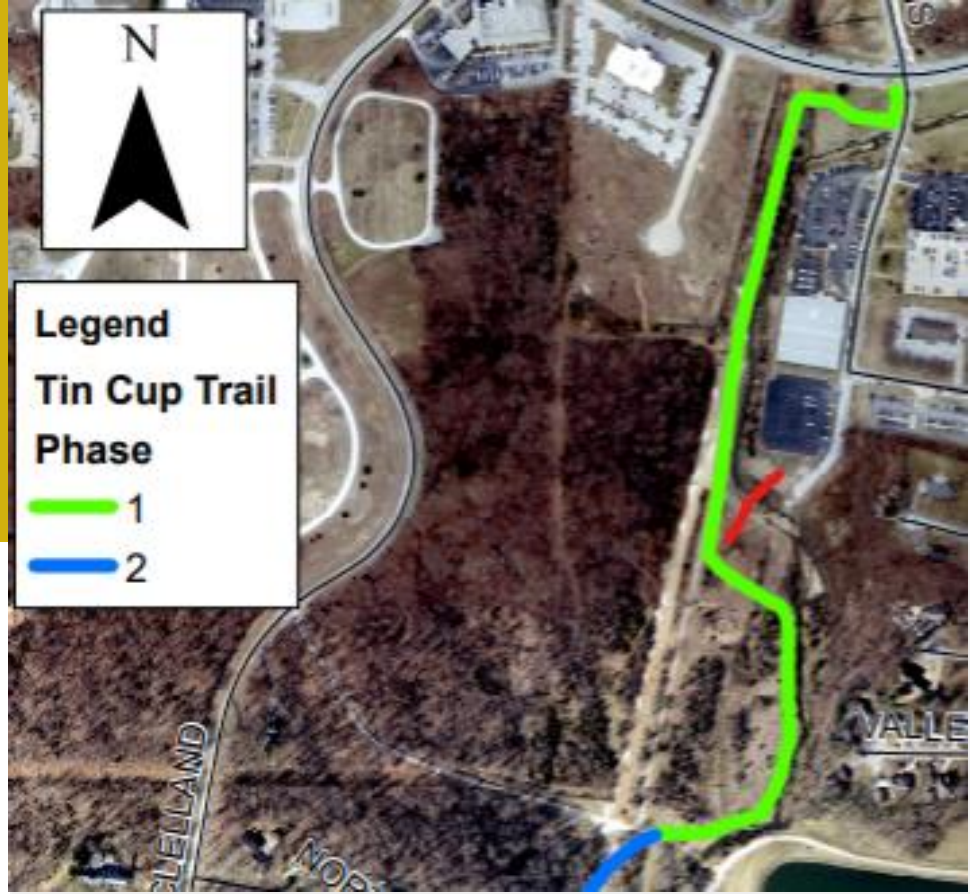
JOPLIN MISSOURI

The Parks and Stormwater Sales Tax was approved by voters in 2011. One of the items listed on the projects to be funded by the tax was the Tin Cup Trail.

2012 – 2022 Stormwater Sales Tax Program

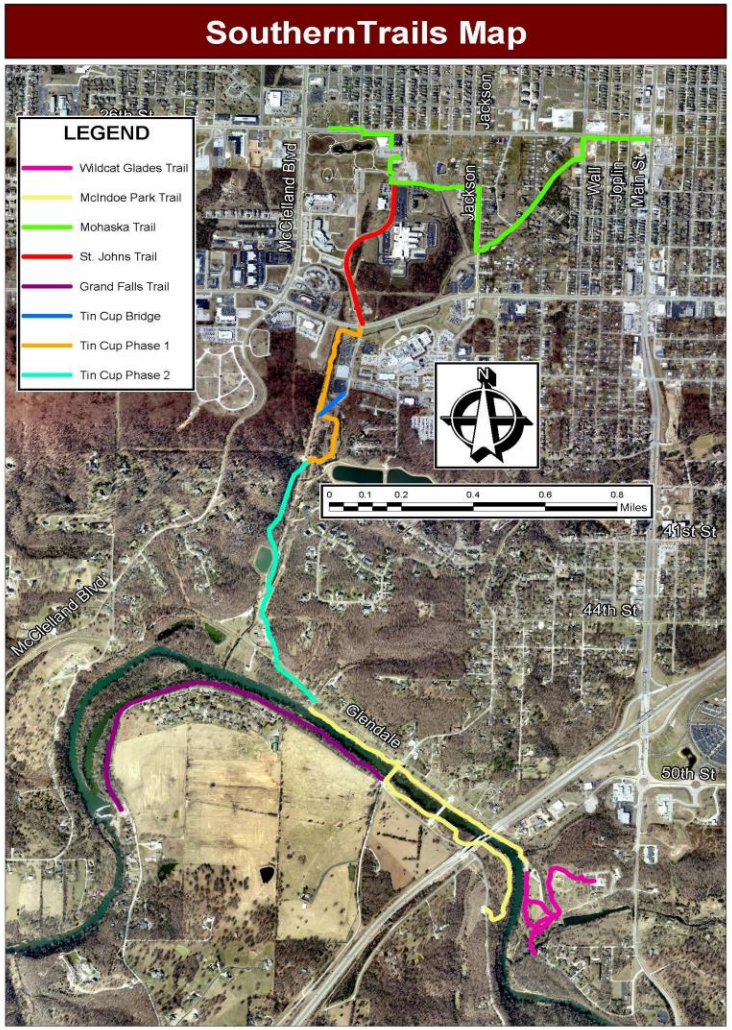
Current Plans

The Current Plan taken to a public meeting on 6-27-23 As shown to the right. Please note proposed bridge is shown in red.



Trails Map

The map on the right illustrates the significance of the Tin Cup Trail concerning connectivity.



UNFUNDED NEEDS



The unfunded requirements would need to tackle both the tunnel and the necessary structure to extend over the twin culverts, enabling the continuation of the trail to the south along McIntosh Circle.

Tin Cup Trail Goal: Construct a multi-use trail beginning at the intersection of 32nd Street and St. John's Boulevard and ending at Grand Falls. This trail would connect two existing trail systems and connect to a popular recreation area at Grand Falls. The trail would also include a tunnel under 32nd Street to allow an unimpeded and safe crossing for pedestrians and cyclists. • Cost: $4.8 Million • Background: The Mohaska Trail connects two city parks, a medical and dental school, an elementary school, the Joplin Senior Center, and single- and multi-family residential housing within the Mohaska neighborhood. The Tin Cup trail would extend this connection to Freeman Hospital and the Shoal Creek trail system, ending at the Grand Falls. The Tin Cup trail would link residential, recreational, medical, and educational centers across the south side of the City. • Schedule of Construction: Design and ROW acquisition finished 2022 with Project out to construction 2023.

OPTIONS

- Continue as planned.
- Wait and design tunnel with alternate funds
  - This choice involves time for design, right of way acquisition, and utility relocation. This could add 3 years to the schedule.
- Add box to Capital Improvements.

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. The City Council of the City of Joplin through this introduction, accepts into evidence the 2012 Comprehensive Plan, the Zoning Code of the City of Joplin, the Subdivision Regulations of the City of Joplin, the Telecommunications Ordinance, and the Stormwater Management Regulations of the City of Joplin being Appendices 29-A, 29-B, 29-D, 29-E and 29-F of the Joplin Municipal Code. Report of the Planning and Zoning Commission, recommendations of the City's staff, and other written documentation presented as that information applies to each public hearing.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2023-278 – Zoning District Change

MEETING DATE:
September 5, 2023

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
These payments are included in the FY2023 budget of the Community Planning Fund.

SUMMARY REQUEST:
Case 033-23: 832 S Pennsylvania Ave – Rezoning – A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) – Delmy Zavala

BACKGROUND:
The owners of the property wish to develop a new single-family residence at 832 S Pennsylvania. The existing house was damaged as a result of a fire and has been demolished. Due to the property losing 50% or more of its assessed value, the property has lost its legally non-conforming status and must come into conformity with the most recent zoning code to permit the use of Single-Family Residential.

The change in zoning will not be detrimental to nearby property. The neighborhood has several single-family residences, and the subject property previously had the same.

PLANNING & ZONING COMMISSION TESTIMONY:
Applicant was not present.

PUBLIC COMMENT;
There was no public comment in favor or opposition of the rezoning.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2023-278
Planning & Zoning Commission recommends striking Case 033-23 (7 in Favor, 0 Opposed)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: August 14, 2023
City Council Meeting: September 5, 2023

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 033-23 A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House)

LOCATION 832 S Pennsylvania Ave, Joplin, Missouri 64801

APPLICANT Delmy Zavala

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-1	Vacant	Approximately 0.28 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	M-2
Land Use	Single-Family Home	Detached Garage	Single-Family Home	Vehicle Storage Garage

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Pennsylvania Ave	Collector	60′
E 9th St	Local	50′

UTILITIES

The site has access to utilities.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The Future Land Use Map describes the property as future Retail Commercial. The proposed use is consistent with the development policies of the Comprehensive Plan.

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

The property recently had a single-family home that was legally non-conforming. The house was demolished, and in order to construct a new house the owner's requested to change the zoning. R-3 is the residential zoning consistent with the rest of the block and the residential zoning of the existing neighborhood. R-3 permits the use of single-family homes.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. The neighborhood has several single-family residences, and the subject property previously had the same.

DISCUSSION

The owners of the property wish to develop a new single-family residence at 832 S Pennsylvania. The existing house was damaged in a fire and has been demolished. Due to the property losing 50% or more of its assessed value, the property has lost its legally non-conforming status and must come into conformity with the most recent zoning code to permit the use of Single-Family Residential.

Staff recommends approval of Case 033-23.

ENCLOSURES

- Map of property
- Application

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 033-23
Filing Fee: $550.00
Received: 4/27/23
Date Advertised: _____
Proj. No.: 23-177
Public Hearing Date: 6/12/23

Applicant: Delmy Zavala. Phone No.: 417)825-5762

Address: 1601 E. Valley st. Joplin Email: delmyzavala19@gmail.com

Owner: Delmy Zavala. Phone No.: _____

Address: _____ Email: _____

Location of Property: 832 S. Pennsylvania Ave.

Present Use of Property: Residential House (single family)

Proposed Use of Property: Residential House (Single family)

Current Zoning: C-1 Requested Zoning: Single home R-3

Surrounding Land Use and Zoning:

	Land Use	Zoning
North		R-3
South		
East	✓	1200 ft. R-3
West		M-2

Character of the Neighborhood: Mostly Single-Family Homes

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☒	☐	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: Existing house - single-family - no longer grandfathered under C-1

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: S Pennsylvania & 9th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☐

Right-of-Way Width: _____

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

Rezoning Procedures

Applicability. The rezoning process provides review of changes to the boundary of zoning districts (map amendment) that may be necessary to implement the comprehensive plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development. Application for a rezoning may be initiated by the property owner, the City Council, or the Planning Commission.

Review Criteria. A rezoning shall be reviewed according to the following criteria:

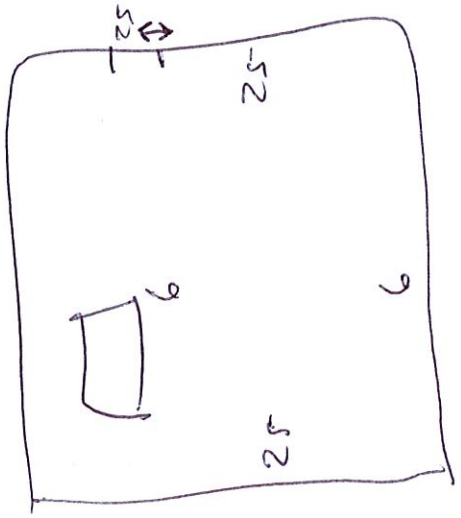
1. The application is consistent with the comprehensive plan, and any official plan or program developed under the guidance of that plan.
2. The application supports the character of the neighborhood, considering the design of streets, civic spaces, and other open spaces; the scale, pattern, and format of buildings; the zoning of property and intent of other zoning districts in the vicinity; and the compatibility, transitions, and integration of existing and potential future uses.
3. The suitability of the subject property for the uses to which it has been restricted.
4. The application furthers the intent of the proposed zoning district and the general purposes of these regulations.
5. The application demonstrates compliance with all substantive standards and guidance of the proposed zoning district; or, where no proposed development application is associated with the application, there is a likelihood of development that complies with all substantive standards can be demonstrated.
6. The ability of the City or other government agencies to provide any services, facilities or programs that may be necessary if the application is approved.
7. The effect of approval on surrounding property, including the likelihood that surrounding areas may be developed in accordance with current zoning or future plans.
8. The recommendations of professional staff or other reviews associated with the application.

Review Procedures. In addition to the general requirements in Table 2-1 and Section 2.01, the following requirements are specific to zoning map amendment applications.

1. Applications may be accompanied by one of the following complementary applications: a Site Plan, a Special Use Permit, or a Concept Plan of a similar nature to that required in Section 2.04 for Planned Developments.
2. Applications may be accompanied by any plat that is necessary for the project.
3. The City Council may recommend the application be returned to Planning Commission for further study or additional information at its next regular meeting. Failure by the Planning Commission to consider or revise its recommendation shall be considered a resubmission of its original recommendation.
4. The Planning Commission may recommend, or City Council may approve a lessor change than was proposed in the notice, whether in extent of property or project area, or in the scale, intensity, or other substantive standards for proposed project and zoning change.

Effect of Decision. Rezoning shall be approved by the City Council in the form of an ordinance. Approved changes shall be indicated on the Official Zoning Map by the Director within 30 days following approval. Any application that includes a required site plans or other similar applications

(except Concept Plans), may proceed to building permits after the effective date of the ordinance and upon satisfying all other conditions of the approval. If the applicant fails to obtain a building permit within one year of the effective date of the ordinance approving the change, the Director may schedule a hearing to reconsider and revert the zoning to the previous classification, subject to all procedures and criteria of the original change.



☒ ☒ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

Unique Characteristic of Property and/or Additional Comment:

Zoned C-1 - needs to be rezoned to R-3 to build single family home

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
NA ☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 04.27.23

CONTRACT

THIS CONTRACT, made and entered into this 8th day of October, 2021, by and between RALPH SVILARICH REVOCABLE LIVING TRUST AGREEMENT, RALPH SVILARICH, TRUSTEE hereafter called "CREDITOR" and DELMY ZAVALA, a single person and HENRY UTUY, a single person, whose mailing address is 1601 E. Valley Street, Joplin, Missouri 64801, hereinafter called "DEBTORS".

1. Consideration. By and in consideration of the mutual covenants herein contained, DEBTORS agree to buy, and CREDITOR agrees to sell under the terms of this Contract for Deed certain real estate located in Jasper County, Missouri and legally described as follows (sometimes referred to as the premises):

All of Lot Numbered 60 in Norton's Sub-Division of the City of Joplin, Jasper County, Missouri.

2. Purchase Price. The purchase price for the foregoing real estate shall be the sum of Seventy-Two Thousand and Five Hundred Dollars ($72,500.00), which shall be paid as follows:

(a) DEBTORS shall pay to CREDITOR a down payment in the sum of Twenty Thousand and Five Hundred Dollars ($20,500.00).

(b) CREDITOR shall finance the remaining purchase price of Fifty-Two Thousand Dollars ($52,000.00) for a period of five (5) years and two (2) months and shall bear interest at the rate of seven percent (7%) per annum. DEBTORS shall pay a monthly payment of One Thousand and One Dollars and ninety-two (92) cents ($1,001.92) beginning November 1, 2021, with a like payment due on the same day of each month thereafter until paid in full. Said payments shall be made by the DEBTORS as the CREDITOR requests. At the time of signing of this Contract, CREDITOR requests that DEBTORS deposit the monthly payment into CREDITOR'S bank account. If no other arrangements are available, then payments shall be mailed to the address of CREDITOR at 13465 Oakwood Trail, Neosho, Missouri 64850. If paid by bank deposit, then the date shown by CREDITOR'S bank shall prevail as date paid. If paid by mail, then the post-marked date shall prevail as the date paid.

(c) At the option of CREDITOR, failure to make any payment when due shall make the entire unpaid balance immediately due and payable.

(d) Pre-payment privilege **shall not be available to the DEBTORS for the first thirty-six (36) monthly payments of this contract**. Prepayment privilege is granted to the DEBTORS beginning in the 37th month of this contract.

3. Marketable Title. Upon performance of this Contract by DEBTORSS, the CREDITOR agrees to convey marketable title to DEBTORS by Warranty Deed duly acknowledged. Said deed shall be delivered upon full payment of the purchase price, principal, and interest, called for herein. The CREDITOR warrants that title to the described property will be marketable upon DEBTORS full payment for such property. The CREDITOR warrants title to the above-described property to be marketable upon execution of this Contract subject to liens, easements, rights of way of record and restrictions of record. The term "marketable title" shall be defined as set forth in the Title Standards of the Missouri Bar.

4. Escrow of Warranty Deed. Upon execution of this Contract, CREDITOR is executing a General Warranty Deed, which deed will be held in escrow with a copy of this Contract until the DEBTORS complies with all terms of this Contract. Upon payment of the purchase price, principal and interest, as called for herein the deed shall be delivered to the DEBTORS. Upon happening of such event, the Special Warranty Deed hereinafter provided for shall be delivered to DEBTORSS and the escrow terminated.

5. Escrow of Special Warranty Deed. Upon execution of this Contract, DEBTORSS shall execute a Special Warranty Deed in favor of CREDITOR. Such deed shall be held in escrow and should DEBTORS default by failing to make any payment called for hereunder or by failing to comply with any other terms of this Contract, the Special Warranty Deed shall be delivered to the CREDITOR and the escrow terminated. Recording of such Special Warranty Deed by CREDITOR shall be conclusive proof that this Contract has been terminated and that DEBTORS have no further interest hereunder.

6. Recording. This Contract shall not be recorded in the land records nor shall either party record any memorandum, notice or other instrument describing the existence of this Contract for Deed.

7. Condition of Premises. DEBTORS accept the premises and all improvements in "as is" condition without any warranty either express or implied, except as to the warranty of title contained herein. DEBTORS acknowledge that the premises and the improvements thereon are in need of repair, maintenance, and clean-up, including **but not limited to:** roof replacement, extermination treatment for bugs, change of all locks. DEBTORS acknowledge that the CREDITOR has given them the right and opportunity to inspect the premises themselves or by a professional property inspector (at DEBTOR'S expense), prior to signing this Contract and with the knowledge that this Contract is for premises, and all improvements in an "as is" condition.

8. Lead Based Paint Disclosure. CREDITOR has no knowledge of any lead-based paint on the premises. There has never been a disclosure to the CREDITOR concerning Lead Based Paint by prior owners of, occupants of, or workmen on the premises. DEBTORS understand that the existence of Lead Paint can be a health hazard especially to children. DEBTORS assume the risk to check the premises for Lead Based Paint.

8. Default. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, CREDITOR may declare this Contract in default and thereupon, may declare the entire unpaid balance hereunder due and payable. If such amount is not paid within ten (10) days of said declaration of default, CREDITOR may re-enter and take possession of the property without notice and such re-entry may be forcible or otherwise and in addition to such re-entry and re-taking of the property, CREDITOR may retain all payments made hereunder as liquidated damages, actual damages being difficult, if not impossible, to determine. Upon re-entry CREDITOR may remove all items belonging to DEBTORS and have such items stored at the expense of DEBTORS. If such items are not claimed by DEBTORS within fifteen (15) days, CREDITOR may sell or dispose of such items. It is specifically agreed that in the event of such default, DEBTORS shall have no claim at law or in equity for a refund of any portion of the monies paid under this Contract. DEBTORS shall be considered to be estopped from claiming any refund.

9. Improvements. Should DEBTORS default by failing to make any payment called for herein, or by otherwise failing to comply with the terms of this Contract, and CREDITOR has declared the Contract in default, then DEBTORS shall have no claim at law or in equity for improvements that the DEBTORS may have performed or caused to be performed on the premises herein. DEBTORS shall be considered to be estopped from claiming any payment, repayment, compensation, or refund for such improvements to the premises.

10. Time is of the Essence. It is agreed by both the CREDITOR and the DEBTORS that time is of the essence in this Contract.

11. Late Charges. If CREDITOR accepts any late payments from DEBTORS, they shall be subject to the late charge of $50.00, plus $5.00 per day for every day late AFTER the seventh day.

12. Mechanic's Liens. DEBTORS shall not take any action during the existence of this Contract which might result in the filing of a Mechanic's Lien against the property. The filing of such lien or DEBTORS signing a Consent to Lien, as provided for in Chapter 429 RSMo. without the prior written permission of CREDITOR, shall be a breach of this Contract. CREDITOR does not pre-authorize any construction or improvements to the premises. Authorization for the construction of repairs or improvements, if any, shall be given in writing by CREDITOR as an addendum to this Contract before any construction begins.

13. Assignment. CREDITOR may transfer or assign his interest in the above-described real estate so long as such transfer or assignment does not affect CREDITOR's contractual obligation incurred under this Contract. DEBTORS **may not assign or otherwise transfer** their interest hereunder without the express written permission of CREDITOR. In the event that such permission is granted, DEBTORS shall remain liable to CREDITOR for the performance of this Contract.

14. Notices. Any notices called for herein shall be given to CREDITOR and DEBTORS at the above addresses. Changes in mailing address of either the CREDITOR or DEBTORS must be given to the other party in writing within ten (10) days of any change of address. Failure to update the address of either party to the other shall not inure a benefit on the non-reporting party. Notice shall be deemed as delivered to the last known address of either party.

All notices shall be personally served upon the parties or mailed by U.S certified mail, postage prepaid, to the parties at the address given. Notice shall be deemed given when mailed.

15. Binding Effect. This Contract shall be binding upon the heirs, personal representatives, successors and permitted assigns of the parties hereto.

16. Applicable Law. This Contract has been entered into and negotiated under the laws of the State of Missouri and shall be governed by such laws.

17. Real Estate Taxes. The real taxes for 2021 shall be pro-rated. The taxes for the year 2022 and following will be the responsibility of DEBTORS. CREDITOR shall deliver a copy of the Real Estate Tax invoice to the DEBTORS no later than NOVEMBER 15th of each year. DEBTORS shall pay the Real Estate Tax due to the CREDITOR no later than December 15th of each year. CREDITOR shall pay the Jasper County Collector no later than December 31st of each year. CREDITOR shall deliver a copy of the PAID receipt for said taxes by January 15th of each year.

18. Insurance. CREDITOR shall maintain the insurance policy on premises through the completion of this Contract. DEBTORS shall reimburse the CREDITOR each month for the monthly Insurance premium. CREDITOR shall provide a paid receipt for said Insurance within ten (10) days of paying same. DEBTORS shall reimburse the CREDITOR within ten (10) days of receiving a copy of the paid receipt. CREDITOR shall supply DEBTORS with proof of insurance at each renewal period. DEBTORS' failure to reimburse the CREDITOR for Insurance Premiums paid shall constitute a breach of this Contract and a default by the DEBTORS.

19. Closing. This Contract shall be finally closed upon completion of the terms of this Contract.

20. Possession. DEBTORS shall receive possession of the premises on the date of signing of this Contract.

21. Maintenance and Use. Maintenance of the premises shall, at all times, be at the cost, risk and expense of the DEBTORS. DEBTORS agree to maintain the premises in as good or better condition as when received. DEBTORS shall not commit waste by cutting timber or removing the dirt, trees, or other items from the premises without prior written permission of CREDITOR. DEBTORS shall maintain the premises in a neat and orderly fashion free of trash, junk, inoperable vehicles, and other debris.

22. Risk of Loss. The risk of loss to the premises shall be upon DEBTORS during the term of this Contract. Should any of the improvements located on the real estate be damaged or destroyed by fire or other disaster prior to closing, the insurance proceeds shall be applied to repair or rebuild such improvement or to pay off the debt due on this Contract for Deed at the time of the loss.

23. Total Contract. This Contract sets forth the entire understanding between the CREDITOR and DEBTORS concerning the subject matter of this Contract and incorporates all prior negotiations and understandings. There are no covenants, promises, agreements, other contracts, conditions or understandings, either oral or written, between the parties relating to the subject matter of this Contract other than those set forth herein. No representation or warranty has been made by or on behalf of any party to this Contract (or any officer, director, employee or agent thereof) to induce the other party to enter into this Contract or to abide by or consummate any transactions contemplated by any terms of this Contract, except representations and warranties, if any, expressly set forth herein. No alteration, amendment, change or addition to this Contract shall be binding upon either party unless in writing and signed by both parties. The submission of any unexecuted copy of this Contract shall not constitute an offer to be legally bound by any provision of the document submitted either currently or in the future; and no party shall be bound by this Contract until it is fully executed and delivered to all parties.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Ralph Svilarich

RALPH SVILARICH, TRUSTEE OF THE RALPH SVILARICH REVOCABLE TRUST AGREEMENT, CREDITOR

DELMY ZAVALA, DEBTOR

HENRY UTUY, DEBTOR

Recorded in Jasper County, Missouri

Recording Date/Time: 04/04/2023 at 02:57:16 PM
Book: 2677 Page: 315
Instr #: 2023004385
Type: QC
Pages: 4
Fee: $33.00 S 20230004274

SEAL
RECORDER OF DEEDS
JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Quitclaim Deed

RECORDING REQUESTED BY _____
AND WHEN RECORDED MAIL TO:
~~Edwin Henry Utuy chanax~~ Delmy Madaly Zavala nuñez, Grantee(s)

Consideration: $ 6000.00
Property Transfer Tax: $ 358.98
Assessor's Parcel No.: 19101120011 01 0000
PREPARED BY: Ronald L. Bishop certifies herein that he or she has prepared this Deed.

Signature of Preparer _____ Date of Preparation _____

Ronald L. Bishop
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on _____ in the County of Jasper, State of Missouri
by Grantor(s), Ronald L. Bishop & Lisa G Bishop Married Couple.
whose post office address is 1702 S. Kentucky, Joplin MO 64804,
to Grantee(s), Delmy Madaly Zavala nuñez,
whose post office address is _____,

WITNESSETH, that the said Grantor(s), Ronald L. Bishop & Lisa G Bishop, for good consideration and for the sum of six thousand dollars ($6000.00) paid by the said Grantee(s), the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title,

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Jasper, State of Missouri and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Ronald L Bishop

GRANTOR(S):

Ronald L. Bishop
Signature of Grantor

Ronald L Bishop
Print Name of Grantor

Signature of First Witness to Grantor(s)

Edwin H. Utley
Print Name of First Witness to Grantor(s)

Lisa Bishop
Signature of Second Grantor (if applicable)

LISA Bishop
Print Name of Second Grantor (if applicable)

Signature of Second Witness to Grantor(s)

David L Smith
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Signature of Grantee

Delmy M Zavala nunez
Print Name of Grantee

Signature of First Witness to Grantee(s)

Edwin H. Utley.
Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of Second Witness to Grantee(s)

David L. Smith
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Missouri

County of Jasper

On 4th day of April 2023, before me, Brennae Gilman, a notary public in and for said state, personally appeared, Donald Bishop, Lisa Bishop, Delma Zavala Nunez, David Smith, Henry Utuy Chanax

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Brennae Gilman
Signature of Notary

Affiant Known _____ Produced ID _____

Type of ID _____ (Seal)

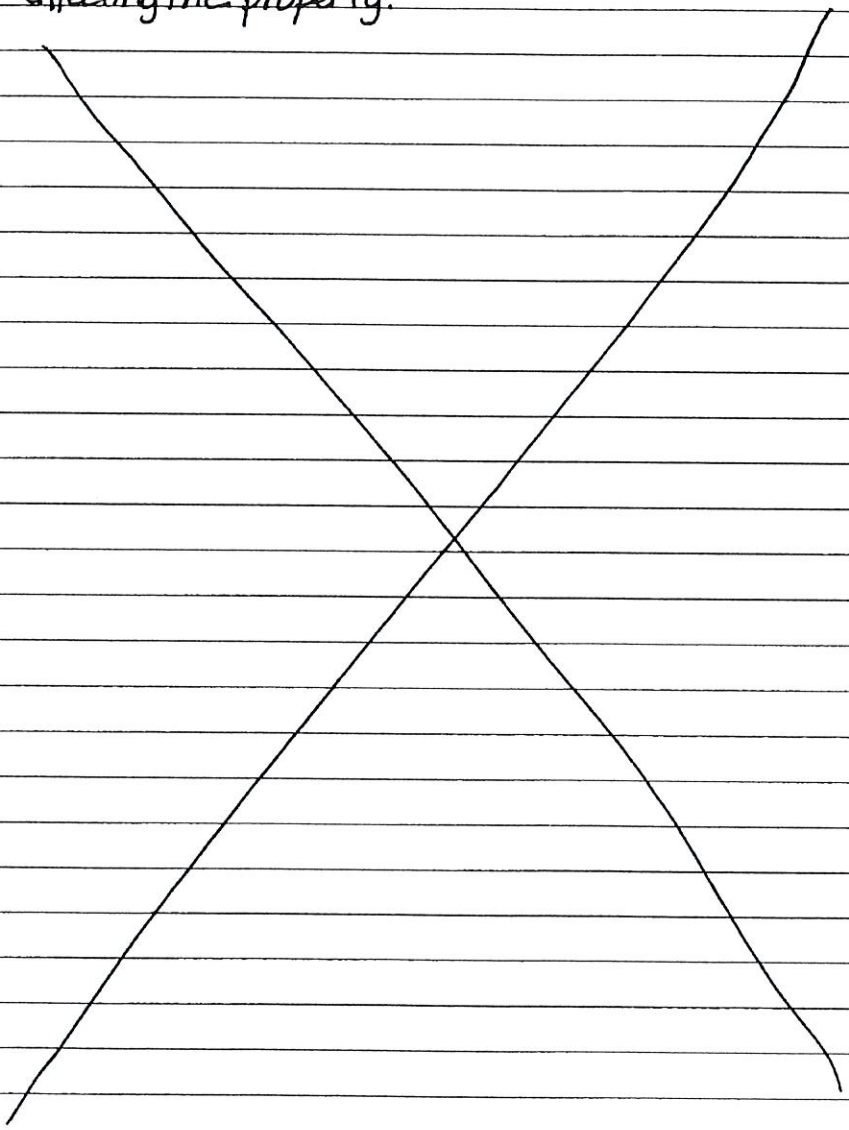
BRENNAE GILMAN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 22239910
My Commission Expires Sep 5, 2026

Exhibit "A"

All of lots Numbered Sixty-One (61) and Sixty-Two (62) in Norton's Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Parcel ID: 19-1.0-11-20-11-10.000

Subject to building lines, easements, conditions and restrictions of record, and to any zoning law or ordinance affecting the property.



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JASPER COUNTY TAX RECEIPT

2022 REAL ESTATE

Steven E. McIntosh, Collector

Two Office Locations

Carthage Office
Jasper County Courthouse
302 S. Main - Room 107
Carthage, MO 64836

Joplin Office
Jasper County Courts Building
601 S. Pearl
Joplin, MO 64801

BISHOP, RONALD L
832 S PENNSYLVANIA AVE
JOPLIN MO 64801

Mailing Address
Jasper County Collector
P.O. BOX 421
Carthage, MO 64836-0421

CODE NUMBER:	33-10841-0
PARCEL ID#:	19-1.0-11-020-011-010.000
SEC, TWN, RNG:	11-27-33
ACRES:	0.28
SITUS ADDRESS:	832 S PENNSYLVANIA
M-CODE:	0

DELINQ YEARS: NONE

Property Description

NORTON'S SUB LOTS 61 & 62

	Land	Structure	SUBTOTALS
Residential			9,110
Agricultural			0
Commercial			0
		TOTAL VALUATION	9,110

Tax District	Levy per $100	Total Tax
STAT	0.0300	2.73
COUN	0.0961	8.75
DDRB	0.0845	7.70
MH	0.0845	7.70
R8	3.6600	333.43
JORD	0.2235	20.36
CJOP	0.4205	38.31

TAX		418.98

Date Printed: 04/04/2023 **418.98**

PAID

VALIDATED BY
STEVEN E. McINTOSH - JASPER COUNTY COLLECTOR

DATE: 11/07/2022 AMOUNT PAID: 418.98 RECEIPT #: 900470

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

CITY OF JOPLIN, MISSOURI - BUILDING DIVISION

DEMO RESIDENTIAL PERMIT

DATE ISSUED: 03/06/23 **EXPIRATION DATE:** 04/05/23	**PERMIT NO.** **23-00000563**
JOB ADDRESS: 832 S PENNSYLVANIA AVE JASP	
APPLICATION TYPE: DEMO RESIDENTIAL	
CONTRACTOR: 3 J'S MIDWEST CONSTRUCTION LLC	
SUB-CONTRACTOR:	

INSPECTIONS MUST BE SCHEDULED THE DAY PRIOR TO THE INSPECTION.
REQUESTS AFTER 4 P.M. WILL NOT BE SCHEDULED FOR NEXT DAY'S ACTIVITY.

FOR INSPECTION SCHEDULING EMAIL

BUILDING-INSPECTOR@JOPLINMO.ORG

FOR INSPECTION SCHEDULING CALL

(417-624-0820 ext. 1521)

THIS PERMIT ALLOWS THE HOLDER TO CONSTRUCT, RE-CONSTRUCT, REPAIR AND/OR REMODEL A STRUCTURE LOCATED AT THE ABOVE ADDRESS.

THIS PERMIT NEEDS TO BE PLACED IN A CLEARLY VISIBLE LOCATION ON THE PROPERTY IN A WEATHERPROOF BOX WITH THE PROPERTY ADDRESS NUMBERS CLEARLY LEGIBLE FROM THE STREET.

APPROVED: Bryan Wicklund

CHIEF BUILDING OFFICIAL

JOPLIN | PLANNING & ZONING COMMISSION

MINUTES
MONDAY, AUGUST 14, 2023
4:00 P.M.

The Planning and Zoning Commission met in a regular session, Monday, August 14, 2023. Present were Commission members Drew Kimble, Amia Warren, Benjamin Rosenberg, Rodney McCullough, Mary Anne Phillips, Cole Landis and Ryan Jackson. Tyler Bellairs and Vicky Copeland represented the Planning, Development and Neighborhood Services Department.

1. **Roll Call:** Vicky Copeland called the roll.

2. **Approval of Minutes:**

MR. ROSENBERG MOVED TO APPROVE THE JUNE 12, 2023, MINUTES. MS. PHILLIPS SECONDED THE MOTION. MOTION CARRIED. (6 IN FAVOR, 0 NAY, 1 ABSENT)

3. **Public Hearings**

Mr. Kimble read the Public Hearing Procedures.

Case 033-23: Rezoning

832 S. Pennsylvania Ave-Rezoning-A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House)-Delmy Zavala

Applicant was not present for hearing.

MS. PHILLIPS MOVED THAT CASE 033-23 BE STRIKEN. MR. LANDIS SECONDED THE MOTION. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

4. **Adjournment:**

MR. JACKSON MOVED, SECONDED BY MS. WARREN TO ADJOURN. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Approved _____
Drew Kimble, Chairman

Approved _____
Vicky Copeland, Recording Secretary

Case 033-23: Rezoning



832 S Pennsylvania Ave - Rezoning - A request to rezone from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) - Delmy Zavala

P & Z Case 033-23
Delmy Zavala
(P & Z Recommended Tabling)

COUNCIL BILL NO. 2023-278 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District R-3 (Apartment House) property as described below and located at 832 S Pennsylvania Ave.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days' notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2022-274 is hereby amended by removing from District C-1 (Neighborhood Commercial) the following described property and including in District R-3 (Apartment House).

All of lots Numbered Sixty-One (61) and Sixty-Two (62) in Norton's Subdivision in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

JOPLIN CITY COUNCIL
AUGUST 21, 2023
MEETING MINUTES

CALL TO ORDER

The August 21, 2023, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Doug Lawson.

INVOCATION was read by City Clerk Holly Nagy.

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Ms. Christina Williams.

ROLL CALL

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Phil Stinnett, Kate Spencer, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

Broadband Deployment Status Update

Riz Shaw from A&M presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

It's that time again – Back to School – for students of all ages.

It's never more important for drivers to slow down and pay attention than when kids are present – especially before and after school. Drivers, please use caution. Watch for children at school bus stops. Be alert; children often are unpredictable.

Obey reduced speed limits in school zones. Prepare to stop for pedestrians in and near the crosswalks.

If driving behind a bus, allow a greater following distance than if you were driving behind a car. This will allow more time to stop once the yellow lights start flashing. And please remember: it is illegal to pass a school bus that is stopped to load or unload children.

With schools back in session, there will be more cars on the roads along with school buses stopping frequently. This could cause some delays, so plan a little extra time and don't rush so you and everyone on the road can arrive to school, work and other destinations safely.

The City is looking for School Crossing Guards who work with the Joplin Police Department to help students cross the street safely at designated crosswalks. This part-time position works one hour in the morning and one hour in the afternoon Monday through Friday. If interested, people can apply at JoplinMo.org/jobs or in the Human Resources here at City Hall Monday through Friday 8 a.m. to 5 p.m.

Mark your calendar for September 8 and 9 for ***ROCK STOCK: Joplin Local Legends Concert Weekend*.** This is the final event of the Joplin 150th Celebration and will reunite local bandmates who may no longer formally play together but whose past performances have left lasting memories for many in our community.

Friday night will focus more on the music of the 90s to today, and Saturday night will reflect on those from the 70s and 80s. The event will be held at the Amphitheater in Landreth Park.

In addition to the entertainment, there will be an opportunity for the public to meet with area not-for-profit organizations led by United Way, a selection of local food truck cuisine, and a beer garden hosted by Daybreak Rotary. We'll bring more information at the next meeting. Until then, check out Celebrate Joplin's Facebook page for the details.

At our last meeting I mentioned the City's annual Auction. It is set for 9 a.m. on Saturday, September 16 and will be held in the Street Maintenance Barn located northwest of the Public Works Center, on West 2nd Street.

We will be posting the preliminary merchandise list later this week on the City's website at joplinmo.org/auctionlist.

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

FY 2024 Proposed Budget Public Hearing

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

Nick Edwards, City Manager presented.

CONSENT AGENDA

Motion by Mr. Cortez, second by Mr. Shaw to approve the Consent Agenda. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Minutes of the August 7, 2023, City Council Meeting

COUNCIL BILL NO. 2023-011 - AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein. **Ordinance No. 2023-114.**

COUNCIL BILL NO. 2023-283 - AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-1 (Neighborhood Commercial) to District C-3 (Commercial) property as described below and located at 2918 E 20th St. **Ordinance No. 2023-115**.

RESOLUTIONS

RESOLUTION NO. 2023-009

Mr. DeTar introduced Resolution No. 2023-009- A RESOLUTION of the City of Joplin, Missouri, approving the American Rescue Plan Act (ARPA) Community Revitalization Grant Program as set forth in the State and Local Fiscal Recovery Funds (SLFRF) federal grant regulations and directed by the State of Missouri Department of Economic Development. Motion by Mr. DeTar, second by Mr. Copple that Resolution No. 2023-009 be passed. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Mary Price spoke on this item.

RESOLUTION NO. 2023-010

Mr. Cortez introduced Resolution No. 2023-010- A RESOLUTION honoring Ron Richard for his years of dedicated service by naming the park area and walking trail located between Murphy Boulevard and Campbell Parkway from the west intersection of those streets, east to 15th Street "Ron Richard Memorial Park". Motion by Mr. Cortez, second by Mr. DeTar to amend Resolution No. 2023-010 to read Senator Ron Richard Memorial Park. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Motion by Mr. Cortez, second by Mr. DeTar to approve Resolution No. 2023-010 as amended. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-136

Mr. Stinnett introduced Council Bill No. 2023-136 - AN ORDINANCE approving a purchase agreement between the City of Joplin and Master's Transportation Inc. for the purchase of (3) light duty cut-a-way vehicles with Americans with Disabilities (ADA) compliant lifts; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Stinnett, second by Dr. Farnham that Council Bill No. 2023-136 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.
The Council Bill was declared adopted and entitled **Ordinance No. 2023-116**.

COUNCIL BILL NO. 2023-141

Mr. Shaw introduced Council Bill No. 2023-141 - AN ORDINANCE approving the City of Joplin to enter into an agreement with D&E Plumbing and Heating Inc. in the amount of Three Million Seven Hundred Seventy-Six Thousand Three Hundred Forty-Nine and 50/100 dollars ($3,776,349.50) for construction of the Connecticut Avenue Widening project from 32nd Street to I-44 and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Shaw, second by Dr. Farnham that Council Bill No. 2023-141 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-117**.

COUNCIL BILL NO. 2023-143

Mr. Stinnett introduced Council Bill No. 2023-143 - AN ORDINANCE authorizing the acceptance of a Missouri Highways and Transportation Commission Public Transit Operating Assistance Grant Agreement for state funds to be used for operating assistance for the Metro Area Public Transit System (MAPS); and, containing an emergency clause. Motion by Mr. Shaw, second by Ms. Spencer that Council Bill No. 2023-143 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-118**.

COUNCIL BILL NO. 2023-144

Mr. Copple introduced Council Bill No. 2023-144 - AN ORDINANCE authorizing an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., in the not to exceed amount of Six Hundred Sixty-One Thousand Four Hundred and Fifty-Five and 00/100 Dollars ($661,455.00) for engineering design services for the rehabilitation of Runway 13-31 at the Joplin Regional Airport; authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and containing an emergency clause. Motion by Mr. Copple, second by Dr. Farnham that Council Bill No. 2023-144 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-119**.

COUNCIL BILL NO. 2023-360

Ms. Spencer introduced Council Bill No. 2023-360 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 217 N. Gray Ave. in the City of Joplin, Missouri, for Five Thousand Eight Hundred dollars ($5,800.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Ms. Spencer, second by Mr. DeTar that Council Bill No. 2023-360 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham,1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-120**.

Mary Price and Brian Evans spoke on this item.

COUNCIL BILL NO. 2023-361

Mr. Copple introduced Council Bill No. 2023-361 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 508 N Cox Ave. in the City of Joplin, Missouri, for Three Thousand Four Hundred Seventy-Five dollars ($3,475.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Ms. Spencer that Council Bill No. 2023-361 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Lawson, Shaw, Spencer, Stinnett, and Williams, 8. Nays: Farnham, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2023-121.**

David Latham spoke on this item.

COUNCIL BILL NO. 2023-362

Mr. DeTar introduced Council Bill No. 2023-362 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 109 S Forest Ave. in the City of Joplin, Missouri, for Three Thousand Five Hundred dollars ($3,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez that Council Bill No. 2023-362 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-122**.

COUNCIL BILL NO. 2023-363

Mr. Cortez introduced Council Bill No. 2023-363 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 208 S Oliver Ave. in the City of Joplin, Missouri, for Four Thousand Five Hundred dollars ($4,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-363 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-123**.

COUNCIL BILL NO. 2023-364

Mr. Copple introduced Council Bill No. 2023-364 - AN ORDINANCE approving the contract by and between the City of Joplin and USA Demolition for the demolition of the structure(s) and clearing of a lot located at 1101 S Jackson Ave. in the City of Joplin, Missouri, for Four Thousand Seven Hundred Forty dollars ($4,740.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Copple, second by Mr. DeTar that Council Bill No. 2023-364 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-124**.

COUNCIL BILL NO. 2023-365

Mr. Cortez introduced Council Bill No. 2023-365 - AN ORDINANCE approving the contract by and between the City of Joplin and B&D Yardbuilders for the demolition of the structure(s) and clearing of a lot located at 112/114 N Byers Ave. in the City of Joplin, Missouri, for Thirty-Six Thousand Five Hundred dollars ($36,500.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause. Motion by Mr. Cortez, second by Ms. Spencer that Council Bill No. 2023-365 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-125**.

COUNCIL BILL NO. 2023-406

Mr. DeTar introduced Council Bill No. 2023-406 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Joplin Economic Housing Development Initiative that pertains to 2021 and 2022 HOME funds in the total amount not to exceed $517,000.00; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. DeTar, second by Mr. Cortez to amend Council Bill No. 2023-406 to include the declaration that this ordinance is an emergency under section 2.12 (1) and (4). Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. Motion by Mr. Copple, second by Ms. Spencer that amended Council Bill No. 2023-406 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-126**.

COUNCIL BILL NO. 2023-515

Mr. Cortez introduced Council Bill No. 2023-515 - AN ORDINANCE approving a Contract by and between the City of Joplin and Guidehouse Inc. for a contract extension to provide grant related assistance; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2022-2023 as adopted by Ordinance 2022-161 on October 17, 2022; and, containing an emergency clause. Motion by Mr. Cortez, second by Mr. DeTar that Council Bill No. 2023-515 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-127**.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2023-012

Mr. Stinnett introduced Council Bill No. 2023-012 - AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith. Motion by Mr. Stinnett, second by Mr. Copple that Council Bill No. 2023-012 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-012.

COUNCIL BILL NO. 2023-135

Mr. Cortez introduced Council Bill No. 2023-135 - AN ORDINANCE authorizing the approval of the 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the Federal guidelines. Motion by Mr. Cortez, second by Dr. Farnham that Council Bill No. 2023-135 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-135.

COUNCIL BILL NO. 2023-147

Mr. DeTar introduced Council Bill No. 2023-147 - AN ORDINANCE amending Chapter 114, Traffic, Article IX, Pedestrians. Motion by Mr. DeTar, second by Ms. Spencer that Council Bill No. 2023-147 be passed on the first reading and advance to second and third. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Bill was read as Council Bill No. 2023-147.

SECOND AND THIRD READING
UNFINISHED BUSINESS

NEW BUSINESS

Declare Excess Surplus Property for The Annual City of Joplin Auction on September 16, 2023.

Motion by Mr. DeTar, second by Mr. Cortez to approve excess surplus property. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

Mr. DeTar would like for the City Manager to direct staff to bring back numbers on the cost of replacing trees on Main Street and to replace banners on light posts.

Mr. Copple would like to know how the Tree City USA and MDC grant money was spent and what projects were completed.

Dr. Farnham stated that these topics have been discussed at the Tree Board meetings and that it might be a good idea for a representative from the Tree Board to make a presentation to City Council.

Vote to go into closed session, which shall pertain to leasing, purchasing or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore; and which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(2)(3) RS Mo, as amended, 2020. 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. Cortez, second by Mr. DeTar to go into closed session. Voting in favor were Council Members: Copple, Cortez, DeTar Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0.

The meeting was adjourned at 9:15 p.m.

Respectfully,

Holly Nagy, City Clerk, MRCC

JOPLIN CITY COUNCIL
AUGUST 28, 2023
SPECIAL MEETING MINUTES

Mayor Lawson called the August 28, 2023, Joplin City Council special meeting to order at 6:00 p.m.

City Clerk Holly Nagy read the Special Call:
Notice is hereby given that the City Council of the City of Joplin, Missouri, will hold a special meeting beginning at 6:00 p.m. on Monday, August 28, 2023, in the 5th Floor Council Chambers, 602 S. Main Street to discuss the topics below.

Answering Roll Call were Council Members: Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Doug Lawson, Gary Shaw, Kate Spencer, Phil Stinnett, and Christina Williams. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

Public Hearing for 2023-2024 Property Tax Rate

Mayor Lawson opened the Public Hearing.

No one spoke in favor of this item.

No one spoke in opposition to this item.

The Public Hearing was closed.

ORDINANCES – EMERGENCY

COUNCIL BILL NO. 2023-516

Mr. Copple introduced Council Bill No. 2023-516 - AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2023 in the amount of Seventeen and Forty-Six Hundredths Cents ($0.1746) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2023 in the amount of Twenty-Four and Fifty-Nine Hundredths Cents ($0.2459) on One Hundred Dollars of valuation of all real property in said District; and, containing an emergency clause. Motion by Mr. Copple, second by Mr. Cortez that Council Bill No. 2023-516 be passed on an emergency basis. Voting in favor were Council Members: Copple, Cortez, DeTar, Farnham, Lawson, Shaw, Spencer, Stinnett, and Williams, 9. Nays: 0. The Council Bill was declared adopted and entitled **Ordinance No. 2023-128.**

The meeting adjourned at 6:05 p.m.

Holly Nagy, City Clerk, MRCC

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: August 21, 2023 (Ch 100 hearing/1st reading)
September 4, 2023 (final readings)

ITEM: Council Bill No. 2023-012 approving a Chapter 100 plan, authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2023-012; copy of Chapter 100 Plan, Bond Purchase Agreement; Trust Indenture; Lease Agreement; Performance Agreement.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:**
FINANCE DIRECTOR:	Leslie Haase	**DATE:**
PLANNING, DEVELOPMENT:	Troy Bolander	**DATE:**
CITY MANAGER:	Nicholas Edwards	**DATE:**

INTRODUCTION:

The Council Bill approves a Plan for Industrial Development, or "Chapter 100 Plan"; authorizes the execution of documents; and authorizes the issuance of Bonds in one or more series for the purpose of constructing, improving, purchasing, equipping and installing an expansion to an existing manufacturing, warehouse and distribution facility (the "Project") for ILPT Joplin LLC (the "Company") to be operated by the Refresco Group ("Refresco"). The Project will be located at 3502 Enterprise Avenue, Joplin, Missouri (the "Project Site") and used in the manufacturing, warehouse and distribution processes of Refresco. The existing manufacturing, warehouse and distribution facility operated by Refresco is subject to Chapter 100 abatement that terminates at the end of 2024. The Council Bill authorizes the City to enter into certain agreements in connection with the issuance of the Bonds.

DISCUSSION:

The project involves the expansion of an existing facility with an estimated cost of $7,790,000 for real property improvements (the "Project Improvements") and the acquisition and installation of approximately $29,110,000 in equipment and other personal property (the "Project Equipment").

No Abatement on Land Value

The Project Site will not be subject to abatement. The City will not take title to the land underlying the Project, but will take title to the Project itself.

Abatement on Project Improvements

The Project Improvements will be subject to 80% abatement starting in 2024 and ending with tax year 2033. This is calculated to provide 10 years of abatement after completion of the Project Improvements. The estimated value of abatement for the Project Improvements is $952,305.

Abatement on Project Equipment

The Project Equipment will be subject to 80% abatement starting in 2025 and ending with tax year 2034. This is calculated to provide 10 years of abatement after installation of the Project Equipment. The estimated value of abatement for the Project Equipment is $1,538,224.

Total Chapter 100 Incentive

The Company will also receive the benefit of applying the City's tax exemption certificate to purchases of construction materials for the Project. The total estimated benefit of the Chapter 100 incentive to the Company is as follows:

Abatement on Project Improvements	$952,305
Abatement on Project Equipment	1,538,224
Sales and Use Tax Exemption on Construction Materials	366,450
Total Estimated Local Incentive	$2,856,979

Jobs and Wage Requirements

The Company is expected to add 40 jobs to the Joplin economy in connection with the Project. Under the Performance Agreement, the Company will be required to maintain certain minimum jobs and wage requirements at the Project. The Company must also provide benefits commensurate with the benefits paid to other employees of the Company in similar positions. If these requirements are not met, the Company will be required to make penalty payments to the taxing jurisdictions proportionate to the percentage of failure.

Other Benefits to the Joplin Area

Refresco has stated that it is committed to utilizing local contractors and suppliers when financially and practically feasible. Further, Refresco is committed to being a strong community partner wherever it has facilities. In the Joplin area, that has previously included (1) participating in holiday gift drives sponsored by Fostering Hope, Division of Family Services, and Toys for Tots, (2) active engagement in multiple local professional organizations and chambers, (3) donations to Shop with a Cop, Burgers for Badges and local food banks, (4) providing school supplies, donations, and support for local teachers, and (5) providing mock interviews for local high school students entering the work force.

Chapter 100 Bonds

Chapter 100 Bonds will be offered at a public sale in accordance with the City's charter. It is anticipated that the Company and/or an affiliate or a related entity will place a bid to purchase the Bonds in the estimated aggregate principal amount of $36,960,000 to pay for the project costs and the costs of completing the Chapter 100 Bond transaction.

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

Under the Bond documents, the Company will agree to indemnify the City against any losses or liability that might arise out of the City's ownership of the Project. The Company is also required to carry liability insurance to cover the City in an amount equal to the Missouri limits for waiver of sovereign immunity.

RECOMMENDATION:

Staff recommends this be placed on First Reading.

CITY OF JOPLIN, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of September 1, 2023

Relating to:

$36,960,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(3502 Enterprise Project)
Series 2023

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of September 1, 2023 (the "Indenture"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on September ___, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), for the purpose of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the associated improvements, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto) and equipment (the "Project Equipment," as more fully described on **Exhibit B** hereto, the Project Improvements and the Project Equipment collectively being the "Project").

3. The Ordinance authorizes the City to lease the Project to ILPT Joplin LLC, a Delaware limited liability company (the "Company").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, construct, improve, expand, purchase and install the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds, and (c) the Performance Agreement for the purpose of setting forth the terms and conditions of the Project's exemption from ad valorem real and personal property taxes and certain payments in lieu of taxes to be made by the Company with respect to the Project.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Lease (including but not limited to the purchase option described in the Lease) and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Lease (excluding the Unassigned Rights), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Approved Investor" means (i) the Company, its successor and assigns, including but not limited to any entity receiving an assignment of the Lease as permitted pursuant to **Section 10.7** of the Lease, (ii) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (iii) any general business corporation or enterprise with total assets in excess of $100,000,000.

"Authorized City Representative" means the Mayor, City Manager, Finance Director, City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum aggregate principal amount of $36,960,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Joplin, Missouri, Bond Fund -- 3502 Enterprise Project (2023)" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of September 1, 2023, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

"City" means the City of Joplin, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means ILPT Joplin LLC, a Delaware limited liability company, and its successors or assigns.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 4.5** of the Lease and **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Joplin, Missouri, Costs of Issuance Fund -- 3502 Enterprise Project (2023)" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed $36,960,000, as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Financing Document" means any loan agreement, credit agreement, promissory note, security agreement, financing statement, mortgage, deed of trust, letter of credit, participation agreement, lease agreement, sublease, ground lease, hedging agreement or other document executed by or on behalf of, or for the benefit of, a Financing Party, and all amendments, modifications, restatements, extensions and renewals thereof.

"Financing Party" means any Person providing debt, lease or equity financing (including equity contributions or commitments) or hedging arrangements, or any renewal, extension or refinancing of any such financing or hedging arrangements, or any guarantee, insurance, letters of credit or credit support for or in connection with such financing or hedging arrangements, in connection with the ownership, lease, operation or maintenance of the Project or interests or rights in the Lease, or any part thereof, including any trustee or agent acting on any such Person's behalf.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

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

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks and the Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of September 1, 2023, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lease Term" means the period from the effective date of the Lease until the expiration thereof pursuant to **Section 3.2** of the Lease.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency,

"Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Performance Agreement" means the Performance Agreement dated as of September 1, 2023, between the City and the Company, as amended and supplemented from time to time.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

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

"Project Costs" means all costs of purchasing, constructing, extending, expanding, improving and equipping the Project.

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

"Project Fund" means the "City of Joplin, Missouri, Project Fund -- 3502 Enterprise Project (2023)" created in **Section 501** hereof.

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

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof, including any existing improvements thereon.

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

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

"Unassigned Rights" means the City's rights under the Lease to receive moneys for its own account, including but not limited to payments in lieu of taxes, and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease or enforce any provision of the Lease relating to the condition of the Project.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) 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.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $36,960,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

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

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

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal

on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off (by book entry or other reasonable means) its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $36,960,000 for the purpose of providing funds to pay the costs of the Project, which Bonds shall be designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2034** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

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

(1) A copy of the ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Performance Agreement, the Bond Purchase Agreement and the Lease;

(2) A counterpart of this Indenture, the Lease, the Performance Agreement and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto;

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

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

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

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, either:

(1) The Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser; or

(2) The Company shall submit a requisition certificate in accordance with **Section 4.4** of the Lease, in an amount equal to the Closing Price, and the Trustee shall authenticate and endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to the Company (or another purchaser designated by the Company).

In either case, the Purchaser shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the Closing Price.

(e) Following the initial issuance and delivery of the Bonds, the Company may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The Trustee shall be entitled to rely upon a written waiver of receipt and payment of such amounts as long as the Company and the Owner are the same entity. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of receipt of each requisition certificate by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder.

(f) The Bonds shall bear interest at the rate of 5.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $36,960,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2034**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company upon written request. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, upon written request, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Company, (1) in whole, if the Company exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of Bonds authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds are subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund pursuant to **Section 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to this paragraph (b), money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a), (b) or (c) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear

interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Joplin, Missouri, Project Fund – 3502 Enterprise Project (2023)" (herein called the "Project Fund");

(b) "City of Joplin, Missouri, Costs of Issuance Fund – 3502 Enterprise Project (2023)" (herein called the "Costs of Issuance Fund"); and

(c) "City of Joplin, Missouri, Bond Fund – 3502 Enterprise Project (2023)" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing, improving and equipping the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the acquisition, construction, expansion, improvement and equipping of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall, upon receipt of a requisition certificate in substantially the same form as required for requisitions from the Project Fund, and signed by an Authorized Company Representative, disburse funds as shown on such requisition certificate. The Trustee may rely conclusively on the amounts due as shown in such requisition certificate and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used on the date that is three months after the issuance of the Bonds shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the Purchaser; (b) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (c) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (d) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (e) any excess Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Section 9.1(b)** or **Section 9.2(b)** of the Lease; (f) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1(f)** and **9.2(c)** of the Lease; (g) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (h) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by written directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) The Trustee shall notify the Company in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by the Company pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended (or deemed to be expended) solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest. To the extent the Company is the Owner of all of the Bonds Outstanding, payment may be made via transaction entry on the trust records held by Trustee.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee shall use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture, the Lease and the Performance Agreement, all amounts remaining in the Bond Fund shall be paid to the Company upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the Owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in the Costs of Issuance fund shall be held un-invested. If the Company fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided

they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Company Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Lease, or of its rights under the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be kept and filed all financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Company or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease.

(a) The Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture, in its name or in the name of the City, may enforce all assigned rights of the City and the Trustee and all obligations of the Company under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

(b) The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for Unassigned Rights and the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Performance Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(c) Default as specified in **Section 12.1** of the Lease has occurred; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the City, the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the City and the Company, and the City and the Company have had 30 days after receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City or the Company (as the case may be) within such period and diligently pursued until the default is corrected.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment (and all sums then payable as Additional Rent under the Lease by the Company have been paid to the City or other appropriate payee), then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety. In such event, the Trustee shall rescind any declaration of acceleration of installments of rent payments on the Bonds under **Section 12.2** of the Lease.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Company and the Owners shall be restored to their former position and rights hereunder respectively, but no such

rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Lease to the City for its own account and the Performance Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(a)** of the Lease, to the extent that such Event of Default is based upon the nonpayment of Additional Rent, **Section 12.1(b)** of the Lease, to the extent that such Event of Default relates to Unassigned Rights, or **Section 12.1(c)** or **(d)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(a)** (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(b)** (but only with respect to Unassigned Rights) or **Section 12.1(c)** or **(d)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of any obligations outstanding under the Lease and the Performance Agreement, of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid (including any amounts payable under the Performance Agreement), any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(a)** of the Lease (but only if such Event of Default is based upon the nonpayment of Additional Rent), **Section 12.1(b)** of the Lease (but only with respect to Unassigned Rights), or **Section 12.1(c)** or **(d)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Company, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof, so long as the Trustee has complied with any instructions of the Company.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction,

consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to be made in **Article VI** hereof, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any

action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services, in accordance with the separate fee schedule agreed to by the Trustee and the Company. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the

satisfaction and discharge of this Indenture or it resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity arising from conduct that occurred during its tenure as Trustee and to any fees, charges or other amounts due and payable to it that accrued during its tenure as Trustee shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity arising from conduct that occurred during its tenure as Trustee and to any fees, charges or other amounts due and payable to it that accrued during its tenure as Trustee shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the

Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection

therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company and any Financing Party at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment).

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease and the Performance Agreement, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust

pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

(c) To the Company:

ILPT Joplin LLC, a Delaware limited liability company
c/o The RMR Group
Two Newton Place
255 Washington Street
Newton, Massachusetts 02458-1634
Attention: _____

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. City Consents. The Mayor of the City is authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, this Indenture, the Lease or the Performance Agreement as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction.

Section 1409. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

[remainder of this page intentionally left blank]

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

UMB BANK, N.A.,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

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

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The improvement and expansion of an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City in connection with the addition of a new bottling line.

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Equipment installed at the Project Site in connection with the addition of a new bottling line.

EXHIBIT C

FORM OF BONDS

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

No. 1 **Not to Exceed $36,960,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(3502 ENTERPRISE PROJECT)
SERIES 2023

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2034	_____, 2023

OWNER: **ILPT JOPLIN LLC**

MAXIMUM PRINCIPAL AMOUNT: **THIRTY-SIX MILLION NINE HUNDRED SIXTY THOUSAND DOLLARS**

THE CITY OF JOPLIN, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture and Lease), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture and Lease), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2023, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

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

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023," in the maximum aggregate principal amount of $36,960,000 (the "Bonds"), to be issued for a project located at 3502 Enterprise Avenue in the City (the "Project Site"). The City will lease the improvements to be made thereon using proceeds of the Bonds (the "Project Improvements") and the equipment to be installed therein using proceeds of the Bonds (the "Project Equipment," collectively, the Project Improvements and the Project Equipment being the "Project") to a company (the "Company"), under the terms of a Lease Agreement dated as of September 1, 2023 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of September 1, 2023 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

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

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

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

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Joplin, Missouri, Bond Fund -- 3502 Enterprise Project"

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

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

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $36,960,000.

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

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Joplin, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

Registration Date: _____

UMB Bank, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(3502 ENTERPRISE PROJECT)
SERIES 2023

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Place signature medallion below:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: $36,960,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 of the City of Joplin, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2023 (the "Indenture"), between the City of Joplin, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to ILPT Joplin LLC, a Delaware limited liability company (the "Company"), under a Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample

opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

11. The Purchaser is the lessee under the Lease or (i) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (ii) any general business corporation or enterprise with total assets in excess of $100,000,000.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

ILPT JOPLIN LLC,
As Lessee

LEASE AGREEMENT

Dated as of September 1, 2023

Relating to:

$36,960,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(3502 Enterprise Project)
Series 2023

Certain rights of the City of Joplin, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of September 1, 2023, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of September 1, 2023 (the "Lease"), is between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **ILPT JOPLIN LLC**, a Delaware limited liability company, as lessee (the "Company");

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on September ___, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), for the purpose of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the associated improvements, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto) and equipment (the "Project Equipment," as more fully described on **Exhibit B** hereto, the Project Improvements and the Project Equipment collectively being the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will purchase, construct, expand, improve and equip the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of this Lease, the Ordinance, issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

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

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Materials, as now or at any time hereafter in effect.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Leasehold Security Agreement" means any leasehold security agreement, leasehold deed of trust, assignment of rents and leases, security agreement or other agreement relating to the Project permitted pursuant to the provisions of **Section 10.4** of this Lease.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, or which are being contested in good faith in accordance with the Lease, (b) the Indenture, the Lease and the Performance Agreement, and (c) liens or security interests granted pursuant to any Leasehold Security Agreement or any Financing Documents, all as now existing or hereafter granted pursuant to the Financing Documents, including any subsequent or additional security instruments relating to any future financings or refinancings.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

"Remedies Notice" means notice to the Company from the City or the Trustee that the City or the Trustee intends to exercise remedies hereunder.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) 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.

ARTICLE II

REPRESENTATIONS

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

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

(b) The City agrees to construct and improve or cause to be constructed, improved and installed thereon the Project Improvements and Project Equipment. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its

option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

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

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

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

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

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

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

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

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

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

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

imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) To the Company's knowledge, the estimated costs of the construction, improvement and equipping of the Project are in accordance with sound engineering and accounting principles;

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

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained. The Company grants the City an easement of, on and over the Project Site for the purpose of completing the Project and to own the Project located on the Project Site for the term of this Lease, subject to the terms of this Lease.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2034**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2** hereof following the occurrence and continuance of an Event of Default, as defined in **Section 12.1** hereof, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the exclusive right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Performance Agreement. The Company shall use commercially reasonable efforts to comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the

Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements, subject to the rights of the Company to contest the same. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all actual and reasonable costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company may, at its own cost and expense, contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

Section 3.4. Title to the Project. The City shall be the sole owner of the Project during the Lease Term, subject to the Permitted Encumbrances.

ARTICLE IV

CONSTRUCTION, IMPROVEMENT AND INSTALLATION OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement.

Section 4.2. Construction, Expansion, Improvement and Installation of the Project. The City and the Company agree that the Company, as the agent of the City, shall construct, expand, improve and install the Project Improvements and the Project Equipment as follows:

(a) Concurrently with the execution of this Lease, a deed and any other necessary instruments of transfer will be delivered to the City and placed of record;

(b) On behalf of the City, the Company will construct and improve the Project Improvements on the Project Site and otherwise improve the Project Site in substantial accordance with the Plans and Specifications. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project to a use other than as a manufacturing, warehousing and distribution facility may be made only with the prior written approval of the City. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project;

(c) The Company will purchase and install the Project Equipment at the Project Site. The Company shall transfer title to the Project Equipment to the City from time to time by bills of sale or other instruments of transfer (which may be incorporated into the requisitions submitted for Project Costs hereunder).

(d) On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Company shall furnish to the City, Jasper County and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment as of January 1 of such year, and providing sufficient detail that the Jasper County Assessor can track such Project Equipment separately from other personal property located at the Project Site, including but not limited to serial numbers or other identification of individual items, the dates on which such items were delivered and installed at the Project Site, and the cost without freight, installation or taxes of such items. If the Company makes replacements of the Project Equipment for the purpose of repairing damage, such replacements shall become part of the Project Equipment and shall be entitled to the tax exemption afforded by virtue of the City's ownership of the Project Equipment (such replacement may be placed in service on or after the Completion Date). The improper inclusion or exclusion of any Project Equipment pursuant to such list may be rectified by the Company within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Equipment for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the City, Jasper County and the Trustee as may be requested in order to ensure that such list is accurate. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable Jasper County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Project Equipment (and therefore is owned by the City) and which personal property does not constitute Project Equipment (and therefore is owned by the Company). The City and the Company agree that, pursuant to **Section 4.8**, property purchased in whole or in part by the Company with its own funds, and not Bond proceeds, shall not constitute part of the Project Equipment and shall remain the property of the Company and therefore subject to taxation.

(e) On or before March 1 of each year, the Company shall additionally furnish to the City, Jasper County and the Trustee a list Project Improvements included in the Project as of January 1 of such year, and providing sufficient detail that the Jasper County Assessor can track such Project Improvements separately from other improvements located at the Project Site. The improper inclusion or exclusion of any Project Improvement pursuant to such list may be rectified by the Company within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Project Improvements for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the City, Jasper County and the Trustee as may be requested in order to ensure that such list is accurate.

(f) The Company agrees that it will use reasonable efforts to cause the acquisition, construction, improvement and installation of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such acquisition, construction, improvement and installation commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. The City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the Indenture.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the acquisition, construction, improvement and installation of the Project has been substantially completed in substantial accordance with the Plans and Specifications, in all material respects, (b) that all costs and expenses incurred in the acquisition, construction, improvement and installation of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee. If the Company makes substitutions for or replacements of the Project for the purpose of repairing damage or substituting property in the case of condemnation under **Section 8.2(c), Section 9.1(a)** or **Section 9.2(b)**, such substitutions and/or replacements shall become part of the Project and shall be entitled to the tax exemption afforded by virtue of the City's ownership of the Project regardless of whether such substitutions or replacements may be purchased or placed in service on or after the Completion Date.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due (subject to the rights of the Company to contest any claims or liens of any such contractors or material used in accordance with applicable laws) and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Property of City. The Project Improvements and the Project Equipment, which the Company desires to convey to the City, including all work and materials on the Project as such work progresses, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt,

rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture, Permitted Encumbrances, the Financing Documents and the Leasehold Security Agreement, if any.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, thirty days after notice to the Company, may elect (but shall not be required) to undertake such compliance if the Company has not undertaken such compliance or is otherwise not prosecuting the same to completion with reasonable diligence. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on or before each December 1 (each a "Payment Date"), commencing December 1, 2023 and continuing until the principal of and interest on the Bonds shall have been fully paid, as "Basic Rent" for the Project, an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal of the Bonds and the interest thereon on such Payment Date, shall be equal to the amount payable on such Payment Date as interest on the Bonds (except as offset pursuant to the right of the Company described herein). On **December 1, 2034** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption (subject to the right of the Company to surrender the Bonds in lieu of such payment). All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. In furtherance of the foregoing, and notwithstanding any other provision in this Lease, the Indenture, the Bond Purchase Agreement or the Performance Agreement to the contrary, and provided that the Company is the sole holder of the Bonds, the Company may set-off the then-current Basic Rent payment against the City's obligation to the

Company as Bondholder under the Indenture in lieu of delivery of the Basic Rent on any Payment Date, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company will (a) if the Trustee holds the Bonds, notify the Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Trustee holds the Bonds, deliver or cause to be delivered to the Trustee for cancellation Bonds not previously paid. The Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts:

(a) all fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the City, the Trustee and the Paying Agent incurred under or arising from the Indenture, this Lease or the Performance Agreement, including but not limited to claims by contractors or subcontractors, as and when the same become due;

(b) all costs incident to the issuance of the Bonds (which are to be paid on the Closing Date) and the payment of the principal of and interest on the Bonds as the same become due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) the actual and reasonable fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease, the Indenture or the Performance Agreement by the City, the Trustee or the Owners, including reasonable counsel fees and expenses; and

(d) all other payments of whatever nature which Company has agreed in writing to pay or assume under the provisions of this Lease, the Performance Agreement or the Indenture.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3(a)** or **Section 5.3(b)** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof, nor the right of the offset as provided in **Section 5.1** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the partial redemption of the Bonds). During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

The Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in reasonably safe operating condition and keep the Project in reasonably good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance in all material respects with all provisions of the City's code relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Project; provided that with respect to any special

assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the Lease Term.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted before the tax, assessment or other governmental charge complained of becomes delinquent if and provided (1) the Company, before instituting any such contest, gives the City written notice of its intention to do so, (2) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (3) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge and to take such actions as may be reasonably requested by the Company related to such proceedings. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Nothing in this Lease shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against the payments to be made by the Company under the Performance Agreement to the extent of any ad valorem taxes imposed and paid by the Company with respect to the Project paid pursuant to this Section.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. Property Tax Exemption. The City and the Company expect that while the Project is owned by the City and is subject to this Lease, the Project will be exempt from all ad valorem real and personal property taxes by reason of such ownership, and the City agrees that it will (at the expense of the Company) cooperate with the Company to defend such exemption against all parties. The City and the Company further acknowledge and agree that the City's obligations hereunder are contingent upon the Company making the payments due under and otherwise complying with the terms of the Performance Agreement during the term of this Lease. The terms and conditions of the Performance Agreement are incorporated herein as if fully set forth herein.

ARTICLE VII

INSURANCE

Section 7.1. Title Commitment or Report. No title commitment or report shall be required with respect to the Project Site provided that the "PILOT Reserve Requirement," as described under Section 3.10 of the Performance Agreement, is met at the time of delivery of this Lease.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term a policy or policies of insurance to keep the Project constantly insured against loss or damage

by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions); provided, however, that during the period of time while the Project Improvements are under construction, the Company may instead obtain and maintain a policy of builder's risk insurance. The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers as may be selected by the Company. The Company shall deliver certificates of insurance for such policies to the City and the Trustee before the initial acquisition of the Project and promptly after renewal of each insurance policy. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Trustee as additional insureds, as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer.

(b) In the event of loss or damage to the Project resulting in Net Proceeds of property insurance carried pursuant to this Section in an amount equal to or greater than $1,000,000, such Net Proceeds shall be (i) paid over to the Trustee and shall be applied as provided in **Article IX** of this Lease, or (ii) if otherwise directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds Outstanding, as so directed. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided in **Section 9.1(a)** hereof.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term commercial general liability insurance (including but not limited to coverage for operations, contingent liability, operations of subcontractors, completed operations and contractual liability), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (subject to reasonable loss deductible clauses not to exceed the amounts normally or generally carried by the Company). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee, to the extent such a provision can be obtained and is available from the insurer. Certificates of such policies shall be furnished to the Trustee on the date of execution of this Lease and not less than 30 days before the expiration date of each insurance policy.

(b) In the event of a general liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. The Company may satisfy any of the insurance requirements set forth in this Article using self-insurance or insurance through a subsidiary or affiliate; so long as (i) the insurance is underwritten by a subsidiary or other affiliate of the Company with a separate net worth of at least $150,000,000, or (ii) the Company

funds such self-insurance by appropriate reserves in the amounts recommended by independent actuarial reports obtained not less than every three (3) years for the term of this Lease. The Company shall provide to the City and the Trustee copies of financial statements or similar evidence of net worth of such affiliate on the date hereof and every three (3) years, or, in the case of actuarial reports, on the date of delivery of this Lease and, thereafter, not less than 30 days after receipt of such reports.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements at the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project Improvements or the Project Equipment as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to this Section shall (a) be made in a good and workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of improvements, machinery and equipment installed on the Project Site by the Company but not purchased or acquired with proceeds of the Bonds (or purchased as replacement of such Project Improvements or Project Equipment) shall not become part of the Project and such property shall be subject to *ad valorem* taxes.

The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any reasonable repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company shall pay all *ad valorem* taxes and assessments payable with respect to such additional buildings and improvements which remain the property of the Company. If for any reason the County Assessor determines that such additional buildings and improvements are not subject to *ad valorem* taxes based upon City ownership of the Project, the Company shall make payments in lieu of taxes in an amount equal to the taxes that would otherwise be due on such additional buildings and improvements, subject to the rights of the Company to contest the same in accordance with applicable laws.

Section 8.2. Removal and Replacement of Project Equipment.

(a) The Company may, if no uncured Event of Default (as defined in **Section 12.1** hereof) exists and is continuing, remove from the Project Site and sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of machinery and equipment, or parts thereof, which constitute a part of the Project Equipment and which

have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or which, in the sound discretion of the Company, are otherwise no longer useful to the Company in its operations. Before any such removal of any items of equipment or machinery with a then-market value of greater than $3,000,000 in the aggregate within any one calendar year, the Company shall deliver to the City and the Trustee a certificate signed by an Authorized Company Representative containing a complete description of any machinery or equipment that the Company proposes to remove. Upon request by the Company, the City will execute and deliver a bill of sale that transfers full and complete title to the Company of the Project Equipment removed. Notwithstanding anything contained herein to the contrary, title to any item of the Project removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal. Any Project Equipment removed from the Project Site shall no longer be entitled to the tax exemption afforded by virtue of the City's ownership thereof.

(b) In all cases, the Company shall pay all of the costs and expenses of any such removal. The Company's right under this Section to remove machinery and equipment constituting a part of the Project Equipment is intended only to permit the Company to maintain an efficient operation by the removal of machinery and equipment that is no longer suitable for any of the reasons set forth in this Section, and such right is not to be construed to permit a removal under any other circumstances and specifically is not to be construed to permit the Company to make a wholesale removal of the Project Equipment.

(c) If the Company replaces any Project Equipment for the purpose of repairing damage, such replacements shall become part of the Project Equipment and shall be entitled to the tax exemption afforded by virtue of the City's ownership of the Project Equipment.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project Site related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished to the Company or anyone claiming by, through or under the Company upon credit, and that no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) promptly notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures the record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of any such contest and any appeal therefrom, so long as the Project is not subject to loss or forfeiture. The Company shall save and hold harmless the City from any loss, costs or expenses the City may actually incur related to any such contest. The Company shall reimburse the City for the actual expenses incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as is reasonably practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to repair, restore or replace the Project, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings, improvements and fixtures and all additions thereto and all replacements and alterations thereof and any reference to the words "Project Equipment" shall be deemed to also include any such new machinery and equipment.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Insurance monies in an amount less than $1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of $1,000,000 or more shall be (i) paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** hereof to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof, or (ii) if determined by the Owners of 100% in principal amount of the Bonds Outstanding, applied as directed by, or on behalf of, such Owners of 100% in principal amount of the Bonds Outstanding. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any leasehold mortgagee or Financing Party. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. Unless the Company makes the determination described in subsection (f) below, if the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project causing (in the Company's opinion) damage of more than $1,000,000.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Leasehold Security Agreement to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the mortgagee under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000,

the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, the mortgagee under the Leasehold Security Agreement (if any) and the Financing Party under the Financing Documents (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire and install or construct substitute improvements and/or equipment.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition, installation or construction of such substitute improvements and/or equipment, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition, installation or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire, install or construct substitute improvements or equipment, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of the mortgagee under the Leasehold Security Agreement (if any) and Financing Party under the Financing Documents (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) shall before the application thereof by the City or the Trustee be applied

as directed by the Owners of 100% of the principal amount of Bonds Outstanding, subject and subordinate to (a) the rights of the City and the Trustee to be paid all their expenses (including reasonable attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds and (b) the rights of the City to any amounts then due and payable under the Performance Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the Project to the extent provided in **Section 12.2(b)**, the Company shall peacefully surrender possession of the Project to the City in reasonably good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project which have not already been removed during the Term. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. City's Right of Access to the Project. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and the Trustee and their duly authorized agents may, at reasonable times during normal business hours and, except in the event of emergencies, upon not less than two Business Day's prior notice, subject to the Company's usual business propriety, safety, confidentiality and security requirements, enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to monitor the purchase and installation provided for in **Section 4.2** hereof as may be reasonably necessary, (c) to examine all files, records, books and other materials in the Company's possession pertaining to the purchase, installation or maintenance of the Project, and (d) upon the occurrence and continuance of an Event of Default, to enforce the remedies provided in in **Section 12.2** hereof.

Section 10.4. Granting of Easements; Leasehold Security Agreements and Financing Arrangements.

(a) Subject to **Sections 10.4(c)** and **(d)**, if no Event of Default under this Lease has happened and is continuing beyond any applicable grace period, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(c)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance or release of a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. The sale of the Company's leasehold estate at a foreclosure sale or trustee's sale under the Leasehold Security Agreement or any assignment in lieu thereof shall not require the consent of the City, if (i) written notice of the proposed sale or assignment is provided to the City at least fifteen (15) days prior thereto, and (ii) before such sale or assignment, all payments then owing to the City under the Performance Agreement are paid.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties.

Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City, (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)**. At the expense of the Company, the City agrees to cooperate fully with the Company and take all actions as reasonably requested by the Company in connection with any financing or refinancing of the Company's rights and interests in the Project, including but not limited to the granting of security interests in the Project, the Bonds and the leasehold estate created hereunder, as may from time to time be reasonably requested by any of the Financing Parties.

(d) Upon notice by the Company to the City in writing that it has executed one or more Financing Documents under which it has granted rights in this Lease to a Financing Party, which includes the name and address of such Financing Party, then the following provisions shall apply in respect of each such Financing Party:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the fee title to the Project, notwithstanding that this Lease or said leasehold estate and said fee title shall be owned by the same Person or Persons, without the prior written consent of such Financing Party;

(2) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

(3) each Financing Party shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Financing Party as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default. Without limiting the generality of the foregoing, the holder of the Leasehold Security Agreement may cause the sale of the leasehold interest of the Company to be sold at foreclosure sale conducted in accordance with applicable law and the terms of the Leasehold Security Agreement, to accept assignment of this Lease in lieu of foreclosure and to appoint a receiver for the Project, all without obtaining the prior written consent of the City but subject to the provisions of **Section 10.4(b)**;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease beyond any applicable grace period, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party (or its designee, nominee, assignee or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such Event of Default shall continue beyond any period set

forth in the Lease to effect said cure so long as the Financing Party (or its designee, nominee, assignee or transferee) is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) the Financing Parties (and their designees, nominees, assignees or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents and this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without prior written consent of such Financing Party.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents, provided that the City shall not be required to give any representation with respect to the Project, release any right to the Project held by the City under this Lease or take on any additional obligation (monetary, reporting or otherwise). The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request, up to a maximum of $5,000 with respect to any one request.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses that they may actually incur (including reasonable attorneys' fees and costs incurred in the defense and settlement of claims), by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of the Performance Agreement, this Lease, the Bond Purchase Agreement or the Indenture (including any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds) and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses that they may actually incur (including reasonable attorneys' fees and costs incurred in the defense and settlement of claims), arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under the Performance Agreement, this Lease or any related document, (c) any contract entered into in connection with the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1(c)**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) any liability resulting from a failure to comply with Section 107.170 of the Revised Statues of Missouri, as amended, with respect to the Project, (g) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (h) any claim relating to the presence, release or use of any hazardous substance or other material regulated by any applicable Environmental Law at the Project where such presence, release or use occurred prior to or during the Lease Term, or any claim relating to compliance with any applicable Environmental Law prior to or during the Lease Term (except where the presence, release or use of such substances was caused by the City, and provided further that the Company shall not be required to indemnify the City with respect to the actions of (i) any assignee of this Lease that agrees to assume the Company's obligations pursuant to **Section 13.1(c)** of this Lease, or (ii) any person or entity unrelated to the Company to which the

Company has conveyed the Project after the termination of this Lease), including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City to the extent that such claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, are the result of work being performed at the Project by employees or agents of the City, and shall not extend to the City or Trustee to the extent such claims, demands, costs, liabilities, damages or expenses are the result of negligence or willful misconduct by the City (except in the case of failure to comply with Section 107.170) or the Trustee, or their respective employees or agents. Upon written notice from the City or the Trustee of any such claims or demand, the Company shall defend them or either of them in any such action or proceeding; provided, that the indemnified party shall cooperate with the Company and provide reasonable assistance in such defense. All costs related to the defense of the City and/or the Trustee shall be paid by the Company, except to the extent caused by an unreasonable demand or unreasonable failure to cooperate by the City or Trustee, as applicable. This **Section 10.5** shall survive any termination of the Performance Agreement and this Lease and the satisfaction and discharge of the Indenture. The Company shall not be liable for any settlement of any such action effected without its consent by the City or the Trustee, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company, the City or the Trustee, beyond any period for appeal, with or without the consent of the Company, then provided that the Company was given written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the City and/or the Trustee to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to another Person all or substantially all of its assets as an entirety and thereafter cease operations, dissolve and/or convert into a different type of legal entity, if the surviving, resulting or transferee Person expressly assumes in writing all the obligations of the Company contained in this Lease and the Performance Agreement.

Section 10.8. Security Interests. The City and the Company hereby authorize the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the rights of the Trustee under the Indenture. Upon the written instructions of the Owners of 100% of the Bonds then Outstanding, the Trustee shall file all continuation instruments the Owners deem necessary to be filed and shall continue or cause to be continued such instruments for so long as the Bonds are Outstanding. The City and the Company shall cooperate with the Trustee in this regard by providing such information as the Trustee may require to renew such statements. The Trustee shall maintain a file showing a description of all Project Equipment, said file to be compiled from the certificates furnished to the Trustee pursuant to **Section 4.2(c)**, **Section 4.4** and **Section 8.2** hereof. At the written request of all of the Owners of the Bonds, the City, at the expense of the Company, and the Company further agree to enter into any other instruments necessary for the creation and perfection of (and continuance of the perfection of) the security interests in the Project benefiting the Owners of the Bonds then outstanding.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project.

(a) *Purchase of the Entire Project*. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment of the purchase price described below, provided that the Company, at its option, may deliver the Outstanding Bonds in payment of that portion of the purchase price described in subsection (a)(1), below. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides a Remedies Notice to the Company, the Company shall be deemed to have exercised its repurchase option under this Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said Remedies Notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

(1) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(2) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(3) an amount of money equal to all payments due and payable pursuant to the Performance Agreement through the end of the calendar year in which the date of purchase occurs; plus

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of the Project; plus

(5) the sum of $10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

(b) *Purchase of Project Equipment*. The Company shall have, and is hereby granted, the option to purchase all or a portion of the Project Equipment at any time, upon payment in full of a portion of the Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII**

of the Indenture, in the amount described in this subsection. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. The purchase price payable by the Company in the event of its exercise of the option granted in this subsection shall be the sum of the following:

(1) the amount of money equal to the portion of the Cumulative Outstanding Principal Amount on the closing date for such purchase that is attributable to the portion of the Project Equipment to be removed, which shall be determined by dividing (i) the total Project Costs paid with respect to such Project Equipment under **Section 4.4** hereof, by (ii) the total of all Project Costs paid under **Section 4.4** hereof, and then multiplying such quotient by the Cumulative Outstanding Principal Amount at the time of the closing date for such purchase and rounding such product to the nearest $1,000, which amount shall be deposited to the Bond Fund and applied to redeem outstanding Bonds in an equal principal amount on the earliest redemption date next succeeding the closing date); plus

(2) an amount of money equal to the interest to accrue to such redemption date on the Bonds to be redeemed pursuant to paragraph (1) immediately above and redemption expense, which amount shall be deposited to the Bond Fund; plus

(3) an amount of money equal to the Trustee's agreed to and reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(4) an amount of money equal to the City's reasonable fees and expenses for its counsel in connection with such purchase of Project Equipment; plus

(5) the sum of $10.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Upon payment of the purchase price relating to all or a portion of the Project Equipment, the Trustee shall note in its records the removal of such portion of the Project Equipment from the Project. The Company shall deliver to the City UCC Termination Statements and a bill of sale for such portion of the Project Equipment to be executed and delivered by the City upon deposit of such purchase price in the Bond Fund. If the Project Equipment is to be physically removed from the Project, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the remaining Project caused thereby.

Section 11.2. Conveyance of the Project. At the closing of the purchase of the entire or all remaining portions of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following:

(a) A release from the Trustee of the Project from the lien and/or security interest of the Indenture and this Lease and appropriate termination of financing statements as required under the Uniform Commercial Code; and

(b) Documents, including without limitation a special warranty deed as to the Project, conveying to the Company legal title to the Project, as it then exists, in recordable form, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture, this Lease and the Performance Agreement; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture; Subordination to Prior Lease Agreement. The option to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease or the Indenture, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option (including the payment of all amounts specified in **Section 11.1** hereof) and further provided that all options herein granted shall terminate upon the termination of this Lease. This Lease shall be subject and subordinate to the Lease Agreement dated as of December 1, 2014 between the City and Joplin MO (3502 Enterprise) LLC, as amended and assigned, with respect to any conflict between the terms hereof and thereof as relating to property subject to such Lease Agreement.

Section 11.4. Obligation to Purchase the Project; Release of Project Improvements.

(a) The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under the Performance Agreement. The amount of the purchase price under this Section shall be $10.00 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

(b) The Company shall purchase the Project pursuant to the provisions of **Section 11.1(a)** at the time of, and in connection with, any redemption of Bonds required by the mandatory redemption provision set out in **Section 301(c)** of the Indenture.

(c) Provided that all payments required under this Lease and the Performance Agreement are made to and including December 1, 2033, the Project Improvements shall, on such date, be released from the lien and effect of this Lease. In connection therewith the City shall deliver the documents described in **Section 11.2** with respect to the Project Improvements. After such release, the Project Improvements shall no longer constitute a part of the Project and this Lease shall continue with respect to the Project Equipment only.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events occurs and is continuing beyond any applicable notice and/or cure period, it is hereby defined as and declared to be and to constitute an "Event of Default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent within 10 days after written notice thereof from the City or the Trustee to the Company that the Company failed to make such payment. Anything herein to the contrary notwithstanding, no failure or default specified in paragraph (a) of this **Section 12.1** shall constitute an Event of Default until actual notice of such failure to make such payment by registered or certified mail shall be given by the City or the Trustee to the Company and the Company shall have had ten (10) days after receipt of such notice to correct said failure and shall not have corrected said failure within such period; or

(b) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease on the Company's part to be observed or performed, and such default shall continue for 60 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as is reasonably required to cure such default; provided that (1) the Company has commenced such cure within said 60-day period, and (2) the Company diligently prosecutes such cure to completion); or

(c) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) makes an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(d) The occurrence and continuance of an "Event of Default" by the Company under the Performance Agreement, following any applicable notice and grace period provided in the Performance Agreement.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; provided that if the Company has paid all obligations due and owing under the Indenture, this Lease and the

Performance Agreement, the City shall convey the Project to the Company in accordance with**Section 11.2** hereof; or

(b) give the Company written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than 60 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the Outstanding principal amount of the Bonds for cancellation with instruction that such tender is in lieu of payment in accordance with **Section 11.1(a)** hereof, the Company's rights to possession of the Project shall cease and this Lease shall thereupon be terminated, and the City may enter the Project Site and take possession of the Project and if the Company has paid all obligations due and owing under the Indenture, this Lease and the Performance Agreement, the City shall convey the Project to the Company in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent (to the extent the Bonds remain Outstanding) and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that except for the indemnification contained in **Section 10.5** hereof, upon the payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, and upon the Company's exercise of the purchase option contained in **Article XI** hereof or upon the events provided in **Section 12.2(b)** hereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except that obligations with respect to compensation and indemnification of the City and the Trustee shall not so terminate.

Section 12.4. Performance of the Company's Obligations by the City. Upon an Event of Default, the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 60 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all necessary incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, reasonable attorney's fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder are in addition to those otherwise provided by law and 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 City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Notwithstanding anything in this **Section 12.5** or elsewhere in this Lease to the contrary, however, the Company's option to purchase the property as provided in **Article XI** above shall not be terminated upon an Event of Default unless and until this Lease is terminated to the extent permitted pursuant to **Section 12.2(b)** above.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained 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 a breach by the Company of any covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default has occurred and is continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign this Lease in whole or in part, without the necessity of obtaining the consent of the Trustee, subject, however, to each of the following conditions:

(i) The Company shall obtain the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed, to each assignment, unless such sale, transfer or assignment is to an entity controlled by or under common control with or controlling the Company, or such sale, transfer or assignment is otherwise permitted under **Section 10.7** hereof, in which event no written consent of the City shall be required, but, in such event, the Company shall provide the City with advance written notice of such assignment.

(ii) The assignee shall assume the obligations of the Company hereunder to the extent of the interest assigned; and

(iii) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(iv) Such assignment shall include the entire then unexpired term of this Lease; and

(v) The Company shall, promptly following the completion of any such assignment, furnish or cause to be furnished to the City and to the Trustee a true and complete copy of each such assignment and assumption of obligations, as the case may be.

(b) Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Performance Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Performance Agreement or any agreement related to the issuance of the Bonds.

(c) The Company may sublet the Project to a single entity for any lawful purpose under the Act and allowed under this Lease without the consent of the City. The Company shall, within 10 days

after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease and all interest in the Project, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment.

Section 13.3. Prohibition Against Fee Mortgage of Project. Unless requested by the Company, the City shall not mortgage its fee interest in the Project, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture, it will not sell, assign, encumber, transfer or convey the Project or any interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and before the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto, the Trustee (given in accordance with the provisions of the Indenture, which consent, however, shall not be unreasonably withheld), and the written consent of all of the Owners.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold, delay or refuse to give such approvals or consents or refuse to execute or delay in executing such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the

Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE AND THE PERFORMANCE AGREEMENT, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE OR THE PERFORMANCE AGREEMENT.

Section 15.11. City Consents. The Mayor of the City is authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, the Indenture, the Performance Agreement or this Lease as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of this Lease or the tax exemption as provided for herein, or materially change the nature of the transaction.

[remainder of page intentionally left blank]

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

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

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The improvement and expansion of an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City in connection with the addition of a new bottling line.

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Equipment installed at the Project Site in connection with the addition of a new bottling line.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF SEPTEMBER 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI AND ILPT JOPLIN LLC, A DELAWARE LIMITED LIABILITY COMPANY.

The undersigned Authorized Company Representative hereby states and certifies that:

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

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

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

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

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

ILPT JOPLIN LLC

By: _____

Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF JOPLIN, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of September 1, 2023, between the Company and the City. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

APPENDIX I

PERFORMANCE AGREEMENT

PERFORMANCE AGREEMENT

Dated as of September 1, 2023

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

ILPT JOPLIN LLC

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of September 1, 2023, as from time to time amended and supplemented in accordance with the provisions hereof (this "Agreement"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "City"), and **ILPT JOPLIN LLC**, a Delaware limited liability company (the "Company").

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on September ___, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), for the purpose of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project Site"), including the associated improvements, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment," with the Project Improvements and the Project Equipment collectively being the "Project");

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture with UMB Bank, N.A. (the "Trustee") for the purpose of issuing and securing the Bonds, as therein provided, and to enter into a Lease Agreement of even date herewith (the "Lease Agreement"), under which the City will purchase, construct, expand, improve and equip the Project and will lease the Project to the Company, as tenant under the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of and interest on the Bonds; and

4. In connection with the foregoing, the City desires to enter into this Agreement with the Company, in consideration of the Company's desire to cause the purchase, construction, expansion, improvement, equipping and installation of the Project as more fully described in the Lease Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to the words and terms defined in the Recitals, the Indenture and the Lease Agreement, the following words and terms as used herein shall have the following meanings:

"Adjacent Property" means certain real property adjacent to the Project Site on which the Company or Refresco conducts certain of its operations, as further described on **Exhibit C** hereto**.**

"Agreement" means this Performance Agreement dated as of September 1, 2023, between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

"Annual Jobs Report" means the report required to be filed by the Company pursuant to **Section 3.6** hereof in the form of **Exhibit A** hereto.

"Average Benefits" means insurance and retirement benefits per Job, per year commensurate with the total amount of insurance and retirement benefits paid by Refresco to persons employed in the operations of the Refresco in the United States in positions that are similar to the Jobs.

"Average Wage" means an amount not less than the county average wage for Jasper County, Missouri, published by the Missouri Department of Economic Development through its Missouri Economic Research and information Center (MERIC) (or its successor) calculated as follows: for the year of determination, the sum of: (a) base wages paid, plus (b) incentive and bonuses awarded to those persons which are engaged in the Jobs hereunder, divided by the average number of Jobs maintained at the Project Site and Adjacent Property for such year. For 2022, the county average wage for Jasper County published on MERIC was $46,827.

"CBA" means the Cost/Benefit Analysis attached to the Plan for an Industrial Development Project for a Manufacturing/Warehouse/Distribution Facility Expansion (3502 Enterprise Project) dated July 24, 2023 and approved by the City in connection with the Project.

"Chamber" means the Joplin Area Chamber of Commerce.

"Refresco" means Refresco Group, or any subsidiary or other company employing persons that work at the Project Site and/or Adjacent Property that is under the control of Refresco Group. For the purposes of this definition, "control" of a corporation shall mean ownership, directly or indirectly, of stock possessing more than fifty percent of the total combined voting power of all classes of stock entitled to vote; "control" of a partnership or association shall mean ownership of more than fifty percent of the capital or profits interest in such partnership or association; and "control" of a trust shall mean ownership, directly or indirectly, of more than fifty percent of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code.

"County" means Jasper County, Missouri.

"Event of Default" means any Event of Default as provided in **Section 6.1** hereof.

"Exemption" has the meaning given in **Section 3.1** hereof.

"Indenture" means the Trust Indenture executed by the City in connection with the issuance of the Bonds.

"Job" means a full-time position with the Company or Refresco of not less than 35 hours per week at the Project Site or Adjacent Property. Positions filled by workers who are not directly employed by Refresco or the Company do not qualify as "Jobs" for purposes of this definition; provided, however that workers who are employed by a third party company at the Project Site pursuant to a written agreement with Refresco or the Company during an employee's probationary period shall qualify as a "Job" for purposes of this definition; provided, further, that workers performing less than 35 hours per week but not less than 20 hours per week shall constitute one-half of a "Job" for purposes of this definition.

"Lease Agreement" means the Lease Agreement between the City and the Company dated as of the date hereof.

"Penalty Payment" means an amount (in addition to the PILOT Payments set out in **Section 3.2**) that becomes due under this Agreement.

"PILOT Payments" means the payments in lieu of taxes provided for in **Section 3.2** hereof and shown on **Exhibit B** hereto.

"Project" means, collectively, the Project Improvements and the Project Equipment and all additions (and taking into account any subtractions), modifications, improvements, replacements and substitutions made to the Project pursuant to the Lease Agreement as they may exist from time to time, provided that the same are part of the "Project" under the Lease Agreement.

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

"Project Equipment" has the meaning given in the Lease Agreement.

"Project Improvements" has the meaning given in the Lease Agreement.

"Project Site" means the land upon which the Project Improvements and Project Equipment will be situated, as described in the Lease Agreement.

"Property Taxes" has the meaning given in **Section 3.1** hereof.

"Property Taxes Abated" means the Taxes Otherwise Due for a given year, minus the PILOT Payments shown on **Exhibit B** for such year.

"Required Number of Jobs" means 114 pre-existing Jobs and 40 newly-created Jobs, for a total of 154 Jobs.

"Taxes Otherwise Due" means, for any given calendar year, the ad valorem property taxes that would otherwise have been due in such year on the Project if the Project were not exempt by virtue of the Exemption, as calculated by applying the ad valorem tax rates assessed by all local governments or taxing districts for such calendar year to the assessed valuation that would have been attributable to the Project for such calendar year if the City did not hold title to such property. For purposes of this calculation, the assessed valuation for a given year for the Project Improvements shall be as set out in the CBA as the "Estimated Assessed Value of Real Property" on the page entitled "Projected Tax Revenues Without

Abatement (Real Property)" and the assessed valuation for a given year for the Project Equipment shall be as set out in the CBA as the "Estimated Assessed Value of Personal Property" on the page entitled "Projected Tax Revenues Without Abatement (Personal Property)."

"Test Date" means October 15 of each year, beginning on October 15, 2025, and ending on October 15, 2034.

"Trustee" means UMB Bank, N.A., as trustee under the Indenture.

ARTICLE II

ISSUANCE OF BONDS

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

ARTICLE III

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 3.1. Property Tax Exemption. So long as the City owns the Project, the Project will be exempt from all ad valorem taxes assessed by all state and local governments and taxing districts (collectively "Property Taxes") on real and personal property (the "Exemption").

Section 3.2. Payments in Lieu of Taxes. The City and the Company covenant and agree that the Project purchased with the proceeds of the Bonds is exempt from Property Taxes by reason of the City's ownership thereof. The Company will annually pay to the City (or to the County if so directed by the City) payments in-lieu-of tax (the "PILOT Payments") with respect to the Project for each year that any portion of the Project is owned by the City in the amounts for each year as set out on **Exhibit B** hereto (except as adjusted as described in **Section 3.3** herein).

Each PILOT Payment shall be due on December 1st of each year. In the event the PILOT Payments are not paid by December 31st of any particular year, such PILOT Payments shall bear interest commencing such December 31st at the rate of 10% per annum until paid. Each PILOT Payment shall be paid to the City at the address set forth in **Section 1403** of the Indenture.

The Exemption for the Project Improvements is intended to end on December 31, 2033. If the Project Improvements remain in City ownership for purposes of property taxation for tax year 2034 (meaning that the County does not issue a tax bill for the Project Improvements for that year), the Company shall make a PILOT Payment with respect to the Project Improvements in an amount equal to 100% of the Taxes Otherwise Due on the Project Improvements.

Section 3.3. Penalty Payments; Adjustments to PILOT Payments.

(a) The Company covenants that the Company and/or Refresco will maintain the Required Number of Jobs at the Project Site and/or the Adjacent Property for so long as this Agreement is in effect. The Company further covenants that the Required Number of Jobs shall have not less than the Average Wage and the Average Benefits for so long as this Agreement is in effect.

(b) In the event the Required Number of Jobs at the Average Wage and the Average Benefits is not maintained at the Project Site and/or the Adjacent Property as of any Test Date, then the Company shall be required to pay a pro-rata portion of the Property Taxes Abated in the test year, based on the employment numbers. For example, if the number of Jobs at the Average Wage and the Average Benefits certified for October 15, 2025 is 115, it would represent 74.7% of 154, so a payment of 25.3% of the Property Taxes Abated in 2025 would be due (the "Penalty Payment"). Should the number of Jobs fall below the Required Number of Jobs at the Average Wage and the Average Benefits for two straight years, the Company will pay the Penalty Payment for the applicable test years, and tax abatement under this Agreement will be terminated upon a notice of default from the City to the Company as provided in **Article VI** hereof.

(c) If for any reason the Company and/or Refresco ceases operations at the Project Site during the term of this Agreement, the Company shall make a Penalty Payment to the City equal to 100% of the Taxes Otherwise Due on or before December 1 in the year in which operations cease and on each December 1 thereafter for each year in which the Project is, on January 1 of such year, still owned by the City, and cessation of operations continues. "Ceases operations" or "cessation of operations" means the failure of the Company and/or Refresco to employ an average of at least 110 Jobs at the Average Wage and the Average Benefits at the Project and the Adjacent Property on any Test Date; provided, however, that if such failure is due to a casualty at the Project, such failure shall not constitute a "cessation of operations" provided that the Company promptly commences the reconstruction of the Project and diligently pursues such reconstruction and such reconstruction is completed within 9 months of the casualty event.

(d) In the event Penalty Payments are required, the Company covenants and agrees to make the Penalty Payments to the City on or before December 1 of the year in which the failure occurs. All such Penalty Payments shall be made to the City which shall transfer and allocate the same pursuant to Section 100.050 of the Revised Statutes of Missouri, as amended. In no event will the total amount of the Penalty Payments exceed the amount of property taxes payable for the Project assuming the Project is subject to ad valorem property taxes.

Section 3.4. Obligation to Effect Tax Abatement. Upon request of the Company, the City shall take all reasonable actions to obtain and/or maintain in effect the Exemption ("Abatement Obligations"); provided that the City shall not be liable for any failure of any other governmental taxing authority to recognize the exemption provided herein. Notwithstanding the forgoing, the City shall only be required to instigate litigation to effect the Exemption if the Company agrees in writing that the Company shall be responsible for the costs of such litigation actually incurred by the City. In the event that the Exemption is not recognized by any taxing authority, the amount paid to the City for PILOT Payments and Penalty Payments shall be reduced by the amount of Property Taxes actually paid, if any, and the amount paid in PILOT Payments and Penalty Payments shall be applied by the City, to the extent necessary, to the payment of such Property Taxes.

The City covenants that it will not act or fail to act in a manner that may cause or induce the Exemption to not be recognized. The City covenants that it will not act or fail to act in a manner that may cause or induce any levy or assessment of Property Taxes on the Project. In the event such a levy or

assessment of Property Taxes should occur, the City shall, at the Company's request and at the Company's expense, cooperate with the Company in all reasonable ways to prevent and/or remove any levy or assessment of Property Taxes against the Project. Nothing herein shall prevent the Company from paying any such levy or assessment of Property Taxes under protest.

Section 3.5. Other Property Taxes in Connection with the Project; Credits. The Exemption provided by the City's ownership of the Project shall apply to all interests in the Project during the period it is owned by the City. If any Property Taxes are levied by or on behalf of any taxing jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any ad valorem taxes levied against the Company's rights in the Lease Agreement), the amount of Property Tax payments related to such levy or levies that are paid by Company and received by the City, the County, or any other Missouri taxing jurisdiction shall be credited against and reduce on a dollar for dollar basis the amount payable by the Company to the City for PILOT Payments and Penalty Payments pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the improvements or equipment on the Project Site which the Company owns in its own name or possession of which is granted to the Company other than pursuant to the Lease Agreement. There shall be no reduction in PILOT Payments or Penalty Payments for any sales taxes imposed by any governmental authority, including the Missouri Department of Revenue, in connection with the Company's acquisition of construction materials for the Project Improvements or the Company's acquisition of the Project Equipment.

Section 3.6. Annual Jobs Report. On or before November 1st after each Test Date, the Company shall provide to the City and the Chamber a completed Annual Jobs Report, in the form attached hereto as **Exhibit A**. A failure to provide any Annual Jobs Report in a timely fashion may result in an Event of Default as described in **Section 6.1(d)**.

Section 3.7. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the Exemption described in this Agreement shall not apply to special assessments except to the extent that such are Property Taxes or are levied in lieu of Property Taxes ("Special Assessments") and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project so long as such special assessments, licenses or fees are not applied in a manner that discriminates against the Company on the basis of the tax abatement incentives received by the Company by virtue of the Exemption. The Company hereby agrees to make payments with respect to all Special Assessments, licenses and fees which would otherwise be due with respect to the Project if the Project were not owned by the City. Notwithstanding the foregoing, nothing herein shall waive the Company's right to any notice required under law or limit the ability of the Company from protesting any Special Assessments, licenses or fees.

Section 3.8. Company's Right to Protest Taxes. No provision of this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the appeal, protest or otherwise contest any property tax valuation, assessment or classification of the Project. In addition, the parties agree that the Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment, valuation, or classification related to the Project. The City agrees, at the Company's expense, to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any such tax, assessment, valuation, classification or other governmental charge relating to the Project.

Section 3.9. Additional Personal Property. The Company may acquire additional personal property on its own accord and such personal property need not be financed with the proceeds of the Bonds or become part of the Project Equipment and shall not be subject to the terms of this Agreement; provided, however, any such personal property shall be subject to ad valorem taxes.

Section 3.10. PILOT Reserve Account.

(a) On or prior to the issuance date of the Bonds (and as a condition precedent to the issuance of the Bonds), the Company shall deposit $82,000 (the "PILOT Reserve Requirement") to an account held by a financial institution designated in writing by the City (the "PILOT Reserve Account"), by check or electronic transfer at the direction of the City. The City shall hold the PILOT Reserve Account separate and apart from other funds of the City. If, by 5:00 P.M. on any date on which a PILOT Payment is due under this Agreement (or the following business day if such date does not fall on a business day), the City (or the County if the City has directed the Company to make payment to the County) has not received payment from the Company in the amount of the PILOT Payment due on such date, the City may withdraw an amount equal to such PILOT Payment from the PILOT Reserve Account and apply such funds to the payment of such PILOT Payment.

(b) If any funds are withdrawn from the PILOT Reserve Account in accordance with subsection (a), above, the Company shall replenish the balance of the PILOT Reserve Account to the PILOT Reserve Requirement within 10 days after receipt by the Company of written notice sent by the City by certified mail stating the failure to receive payment of the PILOT Payment, the amount of funds withdrawn from the PILOT Reserve Account and applied to payment of the PILOT Payment, and the difference between the balance in the PILOT Reserve Account and the PILOT Reserve Requirement, which is to be replenished by the Company. Failure by the Company to replenish the PILOT Reserve Account within such 10-day period by check or electronic transfer to the City shall constitute an Event of Default for purposes of this Agreement and the Lease without the passage of additional time or opportunity for cure.

(c) Any interest earnings on funds held in the PILOT Reserve Account shall be the property of the Company. If requested by the Company after payment of the PILOT Payment due on December 1 in any year, the City shall remit by check to the Company any amounts in the PILOT Reserve Account in excess of the PILOT Reserve Requirement (provided that no such remittance shall be required for an amount less than $5,000).

(d) On December 1, 2033 and December 1, 2034, the balance of the PILOT Reserve Account shall be applied by the City to payment of the PILOT Payments due on such dates. Any amounts remaining in the PILOT Reserve Account after payment of all PILOT Payments due and owing on such dates shall be promptly returned to the Company.

ARTICLE IV

COVENANTS, REPRESENTATIONS AND AGREEMENTS

Section 4.1. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's code. In addition, the Company agrees that the City and its duly authorized agents may at reasonable times (during business hours but without disruption to the business), subject to at least two (2) business days' advance written notice and in observance of the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company that demonstrate compliance with this Agreement.

Section 4.2. Representations and Warranties.

(a) The Company represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The Company is a limited liability company duly formed and existing under the laws of the State of Delaware, has power and authority to own its properties (and interests therein) and carry on its business as now being conducted, and is duly qualified to do such business in the State of Missouri;

(2) The Company has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement;

(3) The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary action, and does not violate the articles of organization or operating agreement of the Company, as the same may be amended and supplemented, or to the Company's knowledge, any applicable provision of law, nor to the Company's knowledge does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now or may become bound;

(4) To the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company that would impair its ability to enter into or perform its material obligations under this Agreement;

(5) To the Company's knowledge, the Company has obtained (or prior to the applicable time required will obtain) and will maintain all government permits, certificates and consents (including without limitation appropriate environmental approvals) necessary to conduct its business and to complete the Project; and

(6) To the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws, subject to all applicable rights of the Company to contest the same.

(b) The City represents that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:

(1) The City is a constitutional charter city duly organized and validly existing under the laws of the State of Missouri;

(2) The execution, delivery and performance by the City of this Agreement has been duly authorized by all necessary City actions;

(3) The City has the right, power and authority to enter into, execute, deliver and perform its duties and obligations under this Agreement; and

(4) To the best of the City's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the City that would impair its ability to enter into or perform its obligations under this Agreement.

Section 4.3. Survival of Covenants. All obligations of the Company to make payments or indemnify the City contained herein, to the extent that the same accrue or arise during the term of this Agreement, shall survive termination of this Agreement for any reason.

Section 4.4. Sales and Use Tax Exemption.

(a) *Construction Materials*. Upon request after issuance of the Bonds, the City will provide a project exemption certificate to the Company for the acquisition of construction materials for the Project. This project exemption certificate shall be used by the Company solely for the acquisition of construction materials to be incorporated into the Project and the Company shall not apply such project exemption certificate to the acquisition of any other personal property.

(b) *Liability for Sales Determined to be Taxable.* Upon a determination by the Missouri Department of Revenue that any purchase made using a project exemption certificate described herein was not exempt from sales or use tax, the Company shall pay to the Missouri Department of Revenue all sales or use taxes so determined to be due (whether by virtue of failure of the Company to comply with the terms of this Agreement or the procedures and requirements of DED or otherwise). The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the project exemption certificates to the Company or its affiliates. There shall be no reduction in PILOT Payments or Penalty Payments for any sales or use taxes paid by the Company in connection with the Project.

Section 4.5. City Administrative Costs. The Company shall reimburse the City for costs of administering the plan, including costs associated with this Agreement, in an amount equal to $5,000 per year. Such amount will be due to the City on December 1 of each year.

ARTICLE V

SALE AND ASSIGNMENT

The benefits granted by the City to the Company pursuant to this Agreement shall belong solely to the Company, and such benefits shall not be transferred, assigned, pledged or in any other manner hypothecated, except as provided in **Section 13.1** of the Lease Agreement.

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.1. Events of Default. If any one or more of the following events occurs and is continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:

(a) The Company fails to make any PILOT Payment or Penalty Payment required to be paid hereunder, and such failure continues for 10 business days following written notice to the Company from the City of such failure;

(b) The Company fails to perform any of its material obligations hereunder for a period of 30 days (or such longer period as the City may agree in writing) following written notice to the Company from the City of such failure, or if such failure is not subject to cure within

such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently;

(c) Either (1) any representation of the Company contained herein proves to be materially false or erroneous and is not corrected or brought into compliance within 30 days, or such longer period as the City may agree in writing, after the City has given written notice to the Company specifying the false or erroneous representation and requiring it to be remedied, or (2) if such matter is not subject to cure within such 30 days after such notice, the Company fails to initiate action to cure the default within such 30 days after such notice and fails to pursue such action diligently; or

(d) The Company both (i) fails to provide any Annual Jobs Report on or before November 1st of the applicable year, *and* (ii) after notice of such failure is provided to the Company by the City or the Chamber, fails to provide such Annual Jobs Report within 10 business days of the postmarked date of such notice.

Section 6.2. Remedies on Default. Any Event of Default referred to in **Section 6.1** hereof shall also constitute an Event of Default under the Lease Agreement, affording the City the remedies specified therein.

Section 6.3. Interest on Late Payments. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate of 10% per annum from the date 30 days after such payment was first due.

Section 6.4. Enforcement. In addition to the remedies specified in **Section 6.2**, upon the occurrence of an Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments and Penalty Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE VII

TERM OF AGREEMENT

Section 7.1. Term of Agreement. This Agreement shall become effective upon execution by the parties hereto and shall terminate upon the earliest to occur of the following:

(a) the payment in full of the Bonds (or any bonds issued to refund the Bonds) and the payment of all amounts due under this Agreement;

(b) the occurrence and continuance of an Event of Default (beyond any applicable cure period) and the subsequent termination of this Agreement pursuant to the provisions of the Lease Agreement and this Agreement;

(c) the expiration of the Lease Term set forth in **Section 3.2** of the Lease Agreement; or

(d) the exercise by the Company of its option to purchase all of the Project.

Section 7.2. Payments in Last Year. The foregoing provisions of **Section 7.1** shall not relieve the Company of its obligation to make any PILOT Payment or Penalty Payment owing during the year in which the Bonds are paid, to the extent the Company receives the tax abatement contemplated for that year and such PILOT Payment or Penalty Payment is due under this Agreement.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Mutual Assistance. The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

Section 8.2. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be given in the manner specified in the Lease Agreement.

Section 8.3. Severability; Effect of Invalidity. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, such invalid or unenforceable term will be deemed severed from this Agreement and the validity and enforceability of the other provisions hereof shall not be affected thereby (except in the event that the Exemption is determined to be invalid or unenforceable, then the provisions requiring any PILOT Payments or Penalty Payments shall also be deemed invalid and unenforceable). If this Agreement, or any portion hereof, or any agreements related hereto, are determined to be invalid, the City may not recover or recapture any taxes subject to abatement as provided herein or benefits accruing to the Company prior to such determination if the Company has paid the PILOT Payments and Penalty Payments due under this Agreement prior to such date.

Section 8.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 8.5. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 8.6. Waiver. The City and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the City under the Lease Agreement executed in connection with the Bonds. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company or any affiliate in any bankruptcy court.

Section 8.7. Entire Agreement. This Agreement, together with the Lease Agreement, the Indenture and any other documents entered into of even date herewith in connection with the issuance of the Bonds, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, representations, negotiations and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

Section 8.8. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8.9. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo. with respect to the Project, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Project, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Project. The Company shall provide such affidavits and documentation to the City on or before December 1 of each year during the term of this Agreement, beginning December 1, 2024.

[remainder of page intentionally left blank]

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A

ANNUAL JOBS REPORT –ILPT JOPLIN LLC PROJECT

To be filed with the City and the Chamber on or before November 1 of each year during the term of the Lease Agreement, starting on November 1, 2025:

Business Name **ILPT JOPLIN LLC**	MO. Tax I.D. Number
County, State, Zip Code	Federal Employer I.D. Number (FEIN)
Highest number of Jobs paying at least the Average Wage and the Average Benefits during the 90 day period ending on Test Date:_____	"Test Date"
PILOT Payment Due Per Section 3.3 (if applicable)	Report Due

The undersigned, duly authorized representative of ILPT JOPLIN LLC hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

Please send form to:

President of Joplin Area Chamber of Commerce
320 East 4th Street
Joplin, Missouri 64801

and

Director of Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS

Project Improvements

	Year	**Payment in Lieu of Taxes**
Abatement Year 1	2024	$22,090
Abatement Year 2	2025	22,753
Abatement Year 3	2026	22,753
Abatement Year 4	2027	23,435
Abatement Year 5	2028	23,435
Abatement Year 6	2029	24,138
Abatement Year 7	2030	24,138
Abatement Year 8	2031	24,863
Abatement Year 9	2032	24,863
Abatement Year 10	2033	25,608

Project Equipment

	Year	**Payment in Lieu of Taxes**
Abatement Year 1	2025	$59,846
Abatement Year 2	2026	53,861
Abatement Year 3	2027	48,475
Abatement Year 4	2028	43,624
Abatement Year 5	2029	39,259
Abatement Year 6	2030	35,334
Abatement Year 7	2031	31,617
Abatement Year 8	2032	27,901
Abatement Year 9	2033	24,178
Abatement Year 10	2034	20,461

EXHIBIT C

ADJACENT PROPERTY

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE AND BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 755.14 FEET TO AN IRON PIN; THENCE SOUTH 88°07'11" EAST, 328.32 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE NORTH 88°07'11" WEST, ALONG THE SOUTH LINE OF SAID ROADWAY, 736.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.53 ACRES MORE OR LESS.

$36,960,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(3502 Enterprise Project)

ISSUER
City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

Peter Edwards
City Attorney
PEdwards@joplinmo.org

Troy Bolander
Director of Planning, Development
and Neighborhood Services
TBolande@joplinmo.org

Leslie Haase
Finance Director
LHaase@joplinmo.org

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COMPANY
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Newton, Massachusetts 02458-1634

COMPANY'S COUNSEL
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Atlanta, GA 30309

Bruce C. McCall
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Bruce.McCall@millermartin.com

BOND TRUSTEE
UMB Bank, N.A.
1010 Grand Blvd, 4th Floor
Kansas City, MO 64106

Tremaine Duarte
(816) 860-3024
Tremaine.Duarte@umb.com

TRANSCRIPT OF PROCEEDINGS

AUTHORIZING THE ISSUANCE

OF NOT TO EXCEED

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Legal Opinion

Gilmore & Bell, P.C.
Kansas City, Missouri

CLOSING MEMORANDUM

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Closing: September ___, 2023

This Memorandum sets forth the actions to be taken in connection with the issuance, sale and delivery by the City of Joplin, Missouri, of its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"). The documents and actions described herein and in the Closing List attached hereto are to be delivered and taken as a condition precedent to the issuance of the Bonds. Such delivery of documents and actions shall be deemed to have taken place simultaneously at the closing, and no delivery of documents, payments of moneys or other actions with respect to the foregoing transaction will be considered to have been completed until all such deliveries, payments or other actions have been made or taken.

The closing is scheduled for 10:00 a.m., Central time, on September ___, 2023, at the offices of Gilmore & Bell, P.C., Kansas City, Missouri. The items set forth on the Closing List will be examined, assembled and incorporated in the transcripts evidencing the authorization and issuance of the Bonds. Copies of the transcript will be prepared and distributed to the following:

1. City of Joplin, Missouri ("City").
2. UMB Bank, N.A. ("Trustee").
3. ILPT Joplin LLC ("Company" and "Purchaser").
4. Miller & Martin PLLC ("Counsel to the Company")
5. Gilmore & Bell, P.C. ("Bond Counsel").

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

Closing Date: September ___, 2023

CLOSING LIST

Document No.

BASIC DOCUMENTS

1. Trust Indenture.

2. Lease Agreement; Memorandum of Lease Agreement.

3. Bond Purchase Agreement.

4. Performance Agreement.

CITY'S PROCEEDINGS AND DOCUMENTS

5. City's Closing Certificate.

6. Notice to taxing jurisdictions of the Plan for an Industrial Development Project; Confirmation of receipt by taxing jurisdictions of the Plan.

7. Affidavit of Publication of Notice of Bond Sale; Bids received.

8. Ordinance approving Plan for an Industrial Development Project and authorizing the issuance of the Bonds; Minutes of Meeting of the City Council for August 21, 2023; Notice of Meeting; Excerpt of Minutes of Meeting of the City Council for _____, 2023; Notice of Meeting.

9. Municipality Annual Activity Report pursuant to Section 100.105, RSMo.

COMPANY'S PROCEEDINGS AND DOCUMENTS

10. Company's Closing Certificate.

11. Company's resolutions authorizing execution of documents.

12. Organizational Documents.

13. Certificates of Corporate Good Standing of Company in Delaware and Missouri.

14. Insurance Certificates; Payment Bond.

15. Company's Affidavit re: Company's enrollment and participation in a "federal work authorization program"; and E-Verify Program for Employment Verification Memorandum of Understanding.

CLOSING DOCUMENTS

16. Special Warranty Deed.

17. Purchaser's Representation Letter.

18. Trustee's Closing Certificate.

19. Specimen Bond.

20. UCC Financing Statements.

LEGAL OPINIONS

21. Approving Legal Opinion of Bond Counsel.

22. Opinion of Company's Counsel.

* * * * * *

CITY'S CLOSING CERTIFICATE

We, the undersigned, hereby certify that we are the duly appointed, qualified and acting Mayor and City Clerk, respectively, of the City of Joplin, Missouri (the "City"), and as such officers we are familiar with the official books and records of the City. In connection with the issuance by the City of $36,960,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 (the "Bonds"), we hereby further certify as follows, as of September ___, 2023:

MATTERS CONCERNING AUTHORIZATION

1. Due Organization. The City is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri.

2. Transcript of Proceedings. The transcript of proceedings (the "Transcript") relating to the authorization and issuance of the Bonds furnished to the Purchaser of the Bonds includes a true and correct copy of the proceedings had by the City Council and other records, proceedings and documents relating to the issuance of the Bonds; said Transcript is to the best of our knowledge, information and belief full and complete; such proceedings of the City shown in said Transcript have not been modified, amended or repealed and are in full force and effect as of the date hereof; said Transcript has been duly filed in the official records of the City.

3. Meetings. All meetings of the City Council as shown in the Transcript were regular meetings, or were held pursuant to regular adjournment at the next preceding meeting, or were special meetings duly called as shown in the Transcript, and each such meeting was duly held, was open to the public at all times and a quorum was present throughout. At all such meetings where required, proper notice of the time, place and purposes of each such meeting was given to the City Council or was waived and proper notice was given to the public as required by law. The notices of meetings contained in the Transcript were posted at least 24 hours prior to the commencement of the meetings on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for posting notices at City Hall, the principal office and meeting place of the City Council, and were made available at least 24 hours prior to the commencement of said meetings to any representative of the news media who requested notice of the meetings.

4. Incumbency of Officers. The following named persons were and are the duly elected or appointed, qualified and acting Mayor and City Clerk of the City at all times except as otherwise indicated during the proceedings relating to the authorization and issuance of the Bonds, as follows:

Name	**Title**
Douglas Lawson	Mayor
Holly Nagy	City Clerk

The duly elected, qualified and acting Councilmembers of the City during the proceedings relating to the authorization and issuance of the Bonds were as shown in the minutes of meetings contained in the Transcript.

5. Approval of Plan for the Project. Pursuant to Ordinance No. _____ passed by the City Council on September ___, 2023 (the "Ordinance"), the City approved a Plan for an Industrial Development Project (the "Plan") for ILPT Joplin LLC, a Delaware limited liability company (the "Company"), pursuant to Chapter 100 of the Revised Statutes of Missouri, as amended (the "Act"). The

Plan meets the requirements of Section 100.050 of the Act, and all of the affected taxing jurisdictions were provided notice of the proposed Project in accordance with the Act.

6. Location of Project. The Project will be located entirely within the corporate limits of the City.

7. Bonds Issued for the Company. Except for the Bonds, the City has not authorized or issued any obligations of any kind or character whatsoever payable out of the revenues, or the pledge thereof, under the hereafter referred to Lease.

8. Non-Litigation. There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised, or may be raised, questioning, disputing or affecting in any way the legal organization of the City, or the right or title of any of its officers or Councilmembers to their respective offices, or the legality of any official act shown to have been done in the Transcript evidencing the authorization and issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds, or the validity of the Bonds or any of the proceedings had in relation to the authorization, issuance or sale thereof.

MATTERS CONCERNING ISSUANCE, SALE AND DELIVERY

1. Execution of Documents. The following documents (the "City Documents") have been duly authorized, executed and delivered in the name and on behalf of the City by its duly authorized officers, pursuant to and in full compliance with the Ordinance:

(a) Trust Indenture dated as of September 1, 2023 (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee");

(b) Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company;

(c) Bond Purchase Agreement dated as of September 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, as Company and as the purchaser of the Bonds; and

(d) Performance Agreement dated as of September 1, 2023 (the "Performance Agreement"), between the City and the Company, relating to real and personal property tax abatement and payments in lieu of taxes relating to real and personal property.

The copies of the City Documents contained in the Transcript are true, complete and correct copies or counterparts of the City Documents as executed and delivered by the City, and are in substantially the same form and text as the copies of the City Documents which were before the City Council and approved by the Ordinance. The City Documents have not been amended, modified or rescinded and remain in full force and effect as of the date hereof.

2. Execution of Bonds. We have duly signed and executed, manually or by facsimile, the Bonds in the form of one fully registered Bond in a maximum principal amount not to exceed $36,960,000 and on the date of the Bonds, and on the date when said Bonds were executed by us, we were and at the date hereof we are the officials indicated by our signatures on said Bonds, and by our signatures on this Certificate, respectively. The signatures of us and each of us, as such officials, respectively, on said Bonds and on this Certificate, are our true and genuine signatures, and the seal affixed or imprinted on said Bonds at the time of its execution was and is the duly authorized official City

seal and was thereto affixed by the authority and direction of the governing body of the City, and is the seal affixed to this Certificate.

3. Representations in City Documents. Each of the representations of the City made in the City Documents are true and complete in all material respects as of the date hereof as if made on and as of the date hereof, and all agreements to be complied with and obligations to be performed by the City under the City Documents on or prior to the closing date of the Bonds have been complied with and performed.

4. No Legal Violation. The execution and delivery of the City Documents, the performance of the terms thereof by the City and the issuance, sale and delivery of the Bonds will not violate any provision of Missouri law, or any resolution or ordinance of the City, or any applicable judgment, order, rule or regulation of any court or of any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the City is a party, or by which it or its properties are bound.

5. Approvals. All approvals, consents, authorizations and orders required to be obtained by the City in connection with the issuance, sale and delivery of the Bonds and the execution and delivery of the City Documents and the performance of the terms thereof by the City have been duly obtained.

6. No Offers by City. Neither the City, nor any authorized representative of the City is engaged in any transaction involving the marketing of the Bonds to the public in a manner that would cause the Bonds to be subject to Securities and Exchange Commission Rule 15c2-12.

7. Information. The purchasers of the Bonds have had ample opportunity to ask questions of, and to receive answers from, officers or other representatives of the City concerning the offer for sale and purchase of the Bonds.

8. Request to Authenticate and Deliver the Bonds. Pursuant to the Indenture, the Trustee is hereby requested and authorized by the City to authenticate the Bonds and to deliver such Bonds to the purchaser thereof upon payment to the Trustee for the account of the City of the Closing Price for the Bonds as specified in the Bond Purchase Agreement.

9. M.A.P. Filing Authorization. The City hereby authorizes Gilmore & Bell, P.C. to file the information required by §37.850, RSMo, as amended, on the Missouri Accountability Portal website maintained by the State of Missouri Office of Administration.

10. Closing Price. The Closing Price with respect to the Bonds is $_____.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this certificate to be executed on its behalf by its duly authorized officers and its seal to be affixed hereto, all as of the date first written above.

Signature	**Official Title**
_____	Mayor
_____	City Clerk

(Seal)

Approved as to form:

_____
City Attorney

EXCERPT OF MINUTES OF
MEETING OF THE CITY COUNCIL
OF THE CITY OF JOPLIN, MISSOURI

The City Council of the City of Joplin, Missouri, met in regular session on **September ___, 2023**, at 6:00 p.m. at City Hall in Joplin, Missouri, and the following officials were present or absent as indicated:

Douglas Lawson, Mayor _____

Keenan Cortez, Councilmember/Mayor Pro Tem _____

Charles Copple, Councilmember _____

Josh DeTar, Councilmember _____

Mark Farnham, Councilmember _____

Gary Shaw, Councilmember _____

Kate Spencer, Councilmember _____

Phil Stinnett, Councilmember _____

Christina Williams, Councilmember _____

Holly Nagy, City Clerk _____

The Mayor declared that a quorum was present and called the meeting to order.

* * * * * *

(Other Proceedings)

* * * * * *

A public hearing regarding the Plan for an Industrial Development Project for a Manufacturing/Warehouse/Distribution Facility Expansion (the "Plan") was opened. The Plan provides tax abatement for the purpose of improving, expanding and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project") and the proposed lease of the Project by the City to ILPT Joplin LLC, a Delaware limited liability company (the "Company"). Opportunity was given for public comment on the Project and Plan. All those desiring to make public comments were heard. After giving time for any comments, the Mayor closed the public hearing.

* * * * * *

(Other Proceedings)

* * * * * *

The matter of approving the Plan and of authorizing the issuance and delivery of $36,960,000 maximum principal amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project) of the City came on for consideration.

Bill No. _____ was read, being for an ordinance entitled as follows:

AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith.

Copies of the proposed ordinance had been made available for public inspection prior to the time the Document was introduced and under consideration by the City Council.

On motion duly made and seconded, the Bill was placed on its second reading and was read by title, considered and discussed, and, thereupon, was duly passed.

The Bill was placed on its third reading and was read by title, considered and discussed. Councilmember _____ moved to approve the ordinance and Councilmember _____ seconded the motion. Thereupon, the question was put to a roll call vote, and the vote thereon was as follows:

Aye: _____

Nay: _____

* * * * * *

(Other Proceedings)

* * * * * *

There being no further business to come before the meeting of the City Council, on motion duly made, seconded and carried, the meeting was adjourned.

[SEAL]

_____
City Clerk

TRUSTEE'S CLOSING CERTIFICATE

The undersigned, a duly authorized officer of UMB Bank, N.A., a national banking association with an office in Kansas City, Missouri (the "Trustee"), as Trustee under the Trust Indenture dated as of _____, 2023 (the "Indenture"), between the Trustee and the City of Joplin, Missouri (the "City"), authorizing the issuance of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), of the City, does hereby certify as follows, as of September ___, 2023:

1. Power and Authority of Trustee. The Trustee is a national banking association duly organized and existing under the laws of the State of Missouri with an office located in Kansas City, Missouri, and is authorized and empowered to execute and deliver the Indenture and has full power and authority to act as Trustee as provided in the Indenture.

2. Execution of Indenture. The Indenture has been duly executed on behalf of the Trustee by a duly authorized officer of the Trustee, and said person was at the time of the execution of the Indenture and now is the duly elected or appointed, qualified and acting incumbent of such office.

3. Receipt of Documents. The Trustee hereby acknowledges receipt of the documents referred to in **Section 208(c)** of the Indenture which are required to be filed with the Trustee prior to or simultaneously with the delivery of the Bonds.

4. Authentication of Bonds. Pursuant to and in accordance with the provisions of **Section 205** of the Indenture and the written request and authorization of the City, prior to the delivery of the Bonds, the Certificates of Authentication on the Bonds so delivered were signed on behalf of the Trustee by a person, who was at the time of the authentication of the Bonds and still is at the date hereof, a qualified and acting signatory of the Trustee.

5. Delivery of Bonds. The Trustee acknowledges that the Bonds acquired by ILPT Joplin LLC, a Delaware limited liability company (the "Purchaser") and the original **Schedule I** thereto will be held by the Trustee in trust until directed in writing to deliver the Bonds to or upon the order of the Purchaser.

6. Receipt of Closing Price of the Bonds. The Trustee on this date received on behalf of the City from the purchasers of the Bonds, the closing price of the Bonds pursuant to the Bond Purchase Agreement.

7. Deposit of Bond Proceeds. The Trustee on this date, in accordance with the requirements of the Indenture, deposited the proceeds of the Bonds as directed under the Indenture.

8. Authorization of Officers. The officers of the Trustee referred to in paragraphs (2) and (4) hereof were at the time of the acts above-mentioned, and are at the date hereof, duly elected or appointed, qualified and acting signatories of the Trustee and duly authorized to perform the acts referred to in such paragraphs.

9. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Trustee is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by,

licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, UMB BANK, N.A., as Trustee, has caused this certificate to be executed and attested by its duly authorized officers as of the date first stated above.

UMB BANK, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

COMPANY'S CLOSING CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified and acting _____ of ILPT Joplin LLC, a Delaware limited liability company (the "Company"), and as such I am familiar with the books and records of the Company. In connection with the issuance of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 in the maximum principal amount of $36,960,000 (the "Bonds"), by the City of Joplin, Missouri (the "City"), I hereby further certify as follows, as of September ___, 2023:

1. ORGANIZATION AND AUTHORITY

1.1. Due Organization. The Company is a limited liability company duly formed and in good standing under the laws of the State of Delaware and is in good standing under the laws of and is qualified to do business in the State of Missouri.

1.2. Organizational Documents. The copies of the organizational documents of the Company contained in the Transcript relating to the authorization of the issuance of the Bonds (the "Transcript") is a true, complete and correct copies thereof, and said organizational documents have not been amended and are in full force and effect as of the date hereof.

1.3. Incumbency of Officers; Authorized Company Representative. The individuals named signing this Certificate below were on the date or dates of the execution of the documents listed in **Section 2.2** below, and are on this date, duly appointed or elected, qualified and acting officers of the Company, holding the offices set opposite their name. The Company hereby appoints the individuals shown on the signature page to this Certificate as Authorized Company Representatives as defined in the Trust Indenture dated as of September 1, 2023, between the City and UMB Bank, N.A.

2. BOND TRANSCRIPTS AND LEGAL DOCUMENTS

2.1. Transcript of Proceedings. A true and correct copy of the proceedings had by the Company and other Company records, proceedings and documents relating to the issuance of the Bonds will be provided for inclusion in the Transcript. Such records, proceedings and documents of the Company are, to our knowledge, information and belief, full and complete, and such records, proceedings and documents of the Company are in full force and effect as of the date hereof.

2.2. Execution of Documents. The following documents (the "Company Documents") have been executed and delivered in the name and on behalf of the Company pursuant to and in full compliance with a Resolution adopted by the Company by written action as shown in the Transcript:

(a) Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company;

(b) Bond Purchase Agreement dated as of September 1, 2023 (the "Bond Purchase Agreement"), between the City and the Company, in its capacity as "Company" thereunder and in its capacity as purchaser of the Bonds (the "Purchaser");

(c) Performance Agreement dated as of September 1, 2023 (the "Performance Agreement"), between the City and the Company; and

(d) Special Warranty Deed dated September ___, 2023 (the "Deed"), from the Company in favor of the City.

The copies of the Company Documents delivered at closing are true, complete and correct copies or counterparts of the Company Documents as executed and delivered by the Company, and said documents have not been amended, modified or rescinded and are in full force and effect as of the date hereof.

2.3. Representations in Company Documents. Each of the representations of the Company set forth in the Company Documents are true and correct in all material respects as of the date hereof, as if made on the date hereof, and all covenants and conditions to be complied with and obligations to be performed by the Company under the Company Documents as of the date hereof have been complied with and performed in all material respects.

2.4. Non Litigation. There is no action or proceeding against and naming the Company before any court, governmental authority or arbitrator that is pending or, to the knowledge of the officers of the Company, overtly threatened by written communication to the Company (a) with respect to the Bonds or the Company Documents or the transactions contemplated thereby, or the ability of the officers or directors of the Company to engage the Company in transactions of the sort contemplated by the Company Documents, or (b) that, if adversely determined, could reasonably be expected, individually or in the aggregate, to materially adversely affect the condition, financial or otherwise, of the Company.

2.5. Compliance with Existing Covenants. The execution and delivery by the Company of the Company Documents and the consummation by the Company of its obligations thereunder do not result in (a) any violation by the Company of (i) the provisions of its organizational documents, (ii) to its knowledge, any provision of applicable federal or Missouri statute or regulation, or (iii) any order, writ, judgment or decree of any federal or Missouri court or governmental authority or regulatory body having jurisdiction over the Company or any of its subsidiaries or any of their material properties that names or is specifically directed to the Company or any such subsidiary, or (b) a breach or default pursuant to any material agreement, contract or instrument known to us to which the Company is a party or by which it is bound.

3. THE PROJECT

3.1. Description and Location of Project. The proceeds of the Bonds are to be used by the City for the purpose of paying costs of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project").

3.2. Insurance for the Project. The Company hereby represents and warrants that it has satisfied the insurance requirements set forth in **Article VII** of the Lease.

4. BOND PROCEEDS

4.1. Use of Bond Proceeds. The Bonds are being issued to provide funds to permit the Company to provide for costs of financing the Project.

4.2. Closing Price. The Closing Price with respect to the Bonds is $_____.

5. LEGAL COUNSEL

5.1. Legal Counsel. I understand that the foregoing certifications will be relied upon by the City in the issuance of the Bonds, Counsel to the Company in rendering its opinion, and by the law firm of Gilmore & Bell, P.C. in rendering its opinion as to validity of the issuance of the Bonds. The Company is aware that Gilmore & Bell, P.C. served as Bond Counsel to the City with respect to the issuance of the Bonds and did not represent the Company in any capacity or give any representation as to any incentive resulting from the issuance of the Bonds.

6. ANTI -DISCRIMINATION AGAINST ISRAEL ACT

6.1. Anti-Discrimination. The undersigned hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to any contract entered into with the City in connection with the Bonds, the Company is not currently engaged in and shall not, for the duration of such contract, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to the aforesaid contracts but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Certificate on behalf of the Company as of the date first stated above.

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

Authorized Company Representative:

By: _____
Name:
Title:

COMPANY'S AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

AFFIDAVIT

I, the undersigned, am over the age of 18 years and have personal knowledge of the matters stated herein. I am a duly authorized officer of ILPT JOPLIN LLC, a Delaware limited liability company (the *"Company"*), and am authorized by the Company to attest on behalf of the Company to the matters set forth herein.

I hereby affirm the enrollment and participation of _____ on behalf of the Company in a "federal work authorization program" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, with respect to the employees working in connection with an economic development project for the Company consisting of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the *"Project"*). The Company does not knowingly employ any person who is an "unauthorized alien" as defined in Section 285.525 of the Revised Statutes of Missouri, as amended, in connection with the Project.

Further Affiant Sayeth Not.

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Subscribed and sworn to before me this _____ day of _____, 2023.

_____
Notary Public

My commission expires on:_____

GILMORE BELL

2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

September ___, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

ILPT Joplin LLC
Newton, Massachusetts

Re: $36,960,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Joplin, Missouri (the "City") in connection with the issuance by the City of its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"). The Bonds will bear interest, will mature and will be subject to redemption and payment prior to maturity as set forth in the hereinafter referred to Indenture. The principal of and interest on the Bonds are payable at the payment office of UMB Bank, N.A., as trustee (the "Trustee"), or as otherwise provided for in a Trust Indenture dated as of _____, 2023 (the "Indenture"), between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

The Bonds have been authorized and issued under and pursuant to the Act and the Indenture for the purpose of providing funds to pay costs of the Project described in the Indenture.

We have examined a certified transcript of proceedings relating to the authorization and issuance of the Bonds, which transcript includes, among other documents and proceedings, the following:

(i) Ordinance No. _____ passed by the City Council of the City on September ___, 2023;

(ii) Trust Indenture dated as of September 1, 2023, between the City and UMB Bank, N.A.;

(iii) Lease Agreement dated as of September 1, 2023, between the City and ILPT JOPLIN LLC, a Delaware limited liability company (the "Company");

(iv) Bond Purchase Agreement dated as of September 1, 2023, between the City and the Company; and

(v) Performance Agreement dated as of September 1, 2023, between the City and the Company.

We have also examined the Constitution and statutes of the State of Missouri, insofar as the same relate to the authorization and issuance of the Bonds and the authorization, execution and delivery of the documents referred to in paragraphs (ii) through (v) above (collectively, the "Bond Documents").

Reference is made to the opinion of counsel to the Company, of even date herewith with respect to, among other matters, (a) the due organization of the Company, (b) the good standing and qualification to do business of the Company, (c) the power of the Company to enter into and perform its obligations under the Bond Documents to which it is a party, and (d) the due authorization, execution and delivery of the Bond Documents by the Company and the binding effect and enforceability thereof against the Company.

Based upon such examination, we are of the opinion, as of the date hereof, as follows:

1. The City is a constitutional charter city and municipal corporation of the State of Missouri and has lawful power and authority to issue the Bonds and to enter into the Bond Documents and to perform its obligations thereunder.

2. The Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City.

3. The Bond Documents have been duly authorized, executed and delivered by the City and constitute valid and legally binding agreements of the City enforceable against the City in accordance with the respective provisions thereof.

We have not undertaken nor have we been engaged to review the accuracy, completeness or sufficiency of any offering material relating to the Bonds and we express no opinion relating thereto.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Documents may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

This opinion is given as of its date, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention or any changes in law that may occur after the date of this opinion. This opinion is limited to the laws of the State of Missouri and applicable laws of the United States.

Very truly yours,

[FORM OF OPINION OF COMPANY'S OUTSIDE COUNSEL]

September ___, 2023

City of Joplin, Missouri
Joplin, Missouri

UMB Bank, N.A., as Trustee
Kansas City, Missouri

Gilmore & Bell, P.C.
Kansas City, Missouri

Re: $36,960,000 Maximum Principal Amount of City of Joplin, Missouri, Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023

Ladies and Gentlemen:

We have acted as special counsel for ILPT Joplin LLC, a Delaware limited liability company (the "Company"), and as such, we have examined the following in connection with the issuance and sale of the above-referenced series of bonds (the "Bonds"):

(a) Organization documents of the Company, and a certified copy of the resolutions of the Company dated _____ __, 20__ (the "Resolution");

(b) Lease Agreement dated as of September 1, 2023, between the Company and the City of Joplin, Missouri (the "City"), as lessor;

(c) Bond Purchase Agreement dated as of September 1, 2023, between the City and the Company;

(d) Performance Agreement dated as of September 1, 2023, by and between the City and the Company;

(e) Special Warranty Deed dated September ___, 2023 (the "Deed"), from the Company in favor of the City; and

(f) such other records and instruments of the Company, together with applicable certificates of public officials and such other documents as we deem relevant in rendering this opinion.

The documents referred to in paragraphs (b) through (e) above are collectively referred to as the "Company Documents."

Based upon such examination, I am of the opinion that:

1. The Company has been duly organized and is a validly corporation in good standing under the laws of the State of Delaware and is in good standing under the laws of and is authorized to do business in the State of Missouri.

2. The Company Documents have been duly authorized by all requisite action on the part of the Company and each such document has been duly executed and delivered on behalf of the Company by duly authorized officers of the Company, and constitute the Company's valid and binding obligations, enforceable in accordance with their respective terms (except as such enforceability may be limited by any bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or any general principles of equity, including without limitation, the exercise of judicial discretion in connection with any grant of specific performance).

3. The execution, delivery and compliance with the provisions of the Company Documents by the Company have not and will not (with the passage of time or the giving of notice, or both) violate any provision of the organizational documents of the Company, or of any constitutional or statutory provision, or of any order, rule or regulation of any court or governmental authority applicable to the Company or its property.

4. All consents, approvals, authorizations or orders of, or registrations or filings with, any court or governmental agency or body required with respect to the Company for the valid execution and delivery by the Company of, or the performance of its obligations under, the Company Documents have been obtained or made.

5. There is no action, suit or other proceeding pending or, to the best of our knowledge, threatened against the Company, at law or in equity or before any governmental authority, which might adversely affect the validity or enforceability of the Lease or the ability of the Company to perform its obligations under the Company Documents, or which might adversely affect the condition, financial or otherwise, of the Company.

Very truly yours,

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	September 1, 2023
GRANTOR:	CITY OF JOPLIN, MISSOURI
GRANTOR'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
GRANTEE:	ILPT JOPLIN LLC
GRANTEE'S MAILING ADDRESS:	c/o The RMR Group Two Newton Place 255 Washington Street Newton, Massachusetts 02458-1634
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

THIS MEMORANDUM OF LEASE AGREEMENT, gives notice of, ratifies and confirms the Lease Agreement dated as of September 1, 2023 (the "Lease"), between the **CITY OF JOPLIN, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), as lessor and grantor, and **ILPT JOPLIN LLC**, a Delaware limited liability company (the "Company"), as lessee;

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on September ___, 2023, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023, in the maximum principal amount of $36,960,000 (the "Bonds"), for the purpose of improving, expanding, and equipping an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including associated improvements, structures and fixtures (the "Project Improvements," as more fully described on **Exhibit B** hereto) and equipment (the "Project Equipment," as more fully described on **Exhibit B** hereto, the Project Improvements and the Project Equipment collectively being the "Project").

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into the Lease with the Company under which the City will construct, improve and equip the Project, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

4. In consideration of the terms and conditions of the Lease, the Ordinance, the issuance of the Bonds and certain other agreements, the City and the Company have concurrently herewith entered into a Performance Agreement of even date herewith (the "Performance Agreement"), pursuant to which the Company has agreed to make certain payments in lieu of taxes.

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

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

1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein and in the Lease contained. The Company grants the

City an easement of, on and over the Project Site for the purpose of completing the Project and to own the Project located on the Project Site for the term of the Lease, subject to the terms of the Lease.

2. Lease Term. The Lease shall become effective upon its execution and delivery. Subject to earlier termination pursuant to the provisions of the Lease, the lease of the Project shall commence as of the date of delivery of the Lease and terminate on **December 1, 2034**.

3. Basic Rent. The Company covenants and agrees to pay Basic Rent and Additional Rent as provided under the Lease.

4. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project or portions thereof at the times and for the amounts provided in the Lease.

5. Definition of Terms. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Indenture and the Lease.

[remainder of page intentionally left blank]

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

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **_____**, to me personally known, who, being by me duly sworn, did say that s/he is the **_____** of **ILPT JOPLIN LLC**, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

Approved as to form:

By: _____
Name: Holly Nagy
Title: City Clerk

_____
City Attorney

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JASPER)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **DOUGLAS LAWSON**, to me personally known, who, being by me duly sworn, did say that he is the **MAYOR** of the **CITY OF JOPLIN, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

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

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The improvement and expansion of an existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City in connection with the addition of a new bottling line.

PROJECT EQUIPMENT

The Project Equipment consists of the following, to the extent paid for in whole with Bond proceeds:

Equipment installed at the Project Site in connection with the addition of a new bottling line.

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	SPECIAL WARRANTY DEED
DATE OF DOCUMENT:	September ___, 2023
GRANTOR:	ILPT JOPLIN LLC
GRANTOR'S MAILING ADDRESS:	c/o The RMR Group Two Newton Place 255 Washington Street Newton, Massachusetts 02458-1634
GRANTEE:	CITY OF JOPLIN, MISSOURI
GRANTEE'S MAILING ADDRESS:	602 S. Main Street Joplin, Missouri 64801 Attention: City Manager
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See following page.

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of September ___, 2023, from **ILPT JOPLIN LLC**, a Delaware limited liability company (the "Grantor"), to the **CITY OF JOPLIN, MISSOURI**, a political subdivision and body corporate organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 602 S. Main Street, Joplin, Missouri 64801.

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of One Dollar ($1.00) and other valuable considerations to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, **BARGAIN** and **SELL**, **CONVEY** and **CONFIRM** unto the Grantee, its successors and assigns, the following project (the "Project"):

All improvements and expansions of the existing manufacturing, warehousing and distribution facility located at 3502 Enterprise Avenue in the City of Joplin, Missouri made in connection with the addition of a new bottling line that are constructed on or after September 1, 2023. The Project excludes the Project Site upon which the Project will be constructed, which is and will remain owned by the Grantor.

The Project will be constructed on the following land (the "Project Site"), but the Project Site is not being conveyed by the Grantor to the Grantee:

ALL OF A TRACT OF LAND IN SECTION 30, TOWNSHIP 28, RANGE 32, PART IN THE CITY OF JOPLIN AND PART IN THE CITY OF WEBB CITY, JASPER COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, THENCE SOUTH 88°07'11" EAST, 71.66 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD; THENCE SOUTH 11°25'41" WEST, ALONG SAID EAST RIGHT OF WAY LINE OF THE MISSOURI PACIFIC RAILROAD, 1069.41 FEET TO THE INTERSECTION OF SAID EAST RIGHT OF WAY LINE AND THE SOUTH RIGHT OF WAY LINE OF ENTERPRISE AVENUE; THENCE SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 736.67 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°07'11" EAST, ALONG THE SOUTH LINE OF ENTERPRISE AVENUE, 606.40 FEET TO AN IRON PIN AT THE INTERSECTION WITH THE WEST LINE OF PROGRESS AVENUE; THENCE SOUTH 01°52'56" WEST, ALONG THE WEST LINE OF SAID ROADWAY, 744.68 FEET TO AN IRON PIN; THENCE NORTH 88°07'11" WEST, 1139.98 FEET; THENCE NORTH 01°48'51" EAST, 237.97 FEET; THENCE SOUTH 88°11'09" EAST, 333.98 FEET; THENCE NORTH 01°48'51" EAST, 264.02 FEET; THENCE SOUTH 88°11'09" EAST, 200.19 FEET; THENCE NORTH 01°52'59" EAST, 242.07 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD, the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in any way appertaining unto the Grantee and unto its successors and assigns forever; the Grantor hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except for those encumbrances, easements, covenants and restrictions evidenced on the public record; and that it will warrant and defend the title to said premises unto the Grantee and unto the Grantee's successors and assigns forever, against the lawful claims and demands of all persons claiming under Grantor and no other.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed as of the day and year above written.

GRANTOR:

ILPT JOPLIN LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2023, before me, the undersigned, a Notary Public, appeared **_____**, to me personally known, who, being by me duly sworn, did say that (s)he is the **_____** of **ILPT JOPLIN LLC,** a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

REPRESENTATION LETTER

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801
Attention: City Manager

UMB Bank, N.A.
928 Grand Blvd, 12th Floor
Kansas City, MO 64106
ATTN: Corporate Trust Department

Re: $36,960,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), Series 2023 of the City of Joplin, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows, as of September ___, 2023:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of September 1, 2023 (the "Indenture"), between the City of Joplin, Missouri (the "City") and UMB Bank, N.A., as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of the Project (as defined in the Indenture) to ILPT Joplin LLC, a Delaware limited liability company (the "Company"), under a Lease Agreement dated as of September 1, 2023 (the "Lease"), between the City and the Company, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the

terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

11. The Purchaser is the lessee under the Lease or (i) a "qualified institutional buyer" under Rule 144A promulgated under the Securities Act of 1933, or (ii) any general business corporation or enterprise with total assets in excess of $100,000,000.

ILPT JOPLIN LLC,
a Delaware limited liability company,

By: _____
Name:
Title:

OFFICIAL BID FORM

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)

August 21, 2023

To: City of Joplin, Missouri (the "City")

For an amount not to exceed $36,960,000 in principal amount of the above-referenced bonds, dated their date of delivery (the "Bonds"), described in your notice of bond sale published in *The Joplin Globe* on August 4, 2023, said Bonds to mature and to bear interest as follows (with interest coming due on December 1 of each year, beginning December 1, 2023, and on the final maturity date):

Maturity December 1	Principal Amount	Interest Rate
2034	Not to Exceed $36,960,000	5.0%

we will pay a purchase price not to exceed $36,960,000 in installments equal to the draw requests received pursuant to a bond purchase agreement to be executed by the undersigned (as "Purchaser"), ILPT Joplin LLC, a Delaware limited liability company (the "Company") and the City, provided that terms acceptable to the Purchaser, the Company and the City are reached with respect to the issuance of such Bonds and the documents to be executed in connection therewith.

Respectfully submitted by an authorized officer of the bidder,

Bidder: ILPT Joplin LLC

Signature: _____

Print Name: _____

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS

The City of Joplin, Missouri (the "City"), will receive bids for the above-described Bonds either (1) mailed or delivered in person to the address stated below, or (2) faxed to 417-624-4620 until 10:30 a.m., Central Time, on August 21, 2023. All bids will be opened, read and evaluated at said time, date and place. The award of the Bonds will be acted upon by the City Council at a meeting to be held on August 21, 2023.

The proceeds of the Bonds will be used for the purpose of constructing, improving, purchasing, equipping and installing an expansion to an existing manufacturing, warehouse and distribution facility in the City, including the associated buildings, structures, fixtures and equipment (the "Project") to be leased to a private company (the "Company"), pursuant to a Lease Agreement between the City and the Company (the "Lease Agreement"). Information regarding the Company and the Project is available from the Finance Director at the address stated below. The Bonds and the interest thereon are special, limited obligations of the City payable solely from certain payments made by the Company under the Lease Agreement. The Bonds shall not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof within the meaning of any State constitutional provision or statutory limitation, and shall not constitute a pledge of the faith and credit of the City, the State or of any political subdivision thereof. The issuance of the Bonds shall not, directly, indirectly or contingently obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The Bonds may be issued in one or more series.

All written proposals must be submitted on the Official Bid Form which, together with the Notice of Bond Sale, may be obtained from the City at the following address:

Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, Missouri 64801
417-624-0820

UCC INFORMATION

INDENTURE: (filed with Secretary of State of the State of Missouri)

Debtor:	City of Joplin, Missouri 602 S. Main Street Joplin, Missouri 64801
Secured Party:	UMB Bank, N.A., as Trustee 928 Grand Blvd, 12th Floor Kansas City, MO 64106

Collateral:

THE PROPERTY INCLUDED IN THE TRUST ESTATE UNDER THAT CERTAIN TRUST INDENTURE DATED AS OF SEPTEMBER 1, 2023, BETWEEN DEBTOR AND SECURED PARTY, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, AND PRODUCTS AND PROCEEDS THEREOF, INCLUDING WITHOUT LIMITATION ACCOUNTS, GENERAL INTANGIBLES, INVESTMENT PROPERTY, CHATTEL PAPER, DEPOSIT ACCOUNTS AND INSTRUMENTS.

Requisition No. 1 (Costs of Issuance Fund)
Date: September 1, 2023

REQUISITION CERTIFICATE – COSTS OF ISSUANCE FUND

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF SEPTEMBER 1, 2023, BETWEEN CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF SEPTEMBER 1, 2023, BETWEEN THE CITY OF JOPLIN, MISSOURI AND ILPT JOPLIN LLC, A DELAWARE LIMITED LIABILITY COMPANY.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on **Schedule 1** is requested to pay for costs of issuance relating to the Bonds issued under the Trust Indenture.

2. Said costs of issuance shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the issuance of the Bonds and are due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Costs of Issuance Fund.

ILPT JOPLIN LLC,
a Delaware limited liability company,

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

COSTS OF ISSUANCE

Payee and Address	Description	Amount
Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108	Bond Counsel Fee	$58,500
UMB Bank, N.A., as Trustee 928 Grand Blvd, 12th Floor Kansas City, MO 64106	Trustee Origination Fee	_____

$36,960,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(3502 ENTERPRISE PROJECT)
SERIES 2023

DATED AS OF SEPTEMBER 1, 2023

BOND PURCHASE AGREEMENT

Mayor and City Council
Joplin, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, ILPT Joplin LLC, a Delaware limited liability company (the "Purchaser"), offers to purchase from the City of Joplin, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to Ordinance No. _____ passed by the governing body of the City on September ___, 2023 (the "Ordinance") and a Trust Indenture dated as of September 1, 2023 (the "Indenture"), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

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

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

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

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

(b) The Purchaser represents as follows:

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

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

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

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

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

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

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $36,960,000.

As used herein, the term "Closing Date" shall mean September ___, 2023, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, that certain amount specified in writing by the Purchaser and agreed to by the City in the Certificate as to Closing Price.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $36,960,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

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

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

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

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

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

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

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

SECTION 5. CONDITIONS OF OBLIGATIONS

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

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

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

SECTION 7. PAYMENT OF EXPENSES

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

SECTION 8. NOTICE

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

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

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

SECTION 10. EXECUTION OF COUNTERPARTS

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

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

ILPT JOPLIN LLC,
a Delaware limited liability company,
as Purchaser

By: _____
Name:
Title:

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

ILPT JOPLIN LLC,
a Delaware limited liability company,
as Company

By: _____
Name:
Title:

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Douglas Lawson
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Holly Nagy
Title: City Clerk

Approved as to form:

_____
City Attorney

COUNCIL BILL NO. 2023-012 **ORDINANCE NO. _____**

AN ORDINANCE approving a plan for an industrial development project; authorizing the City of Joplin, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $36,960,000; and authorizing and approving certain documents and actions in connection therewith.

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

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

WHEREAS, ILPT Joplin LLC, a Delaware limited liability company ("ILPT"), has proposed a project consisting of expanding the production capacity of the existing manufacturing, warehouse and distribution facility operated by the Refresco Group at 3502 Enterprise Avenue in Joplin, Missouri, through the addition of a new bottling line and related improvements and equipment (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for industrial development (the "Plan"), gave notice of the Plan on July 24, 2023 to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on August 21, 2023, during which hearing those in attendance were given the opportunity to provide comments with respect to the Plan; and

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

WHEREAS, the City desires to finance the costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

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

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

WHEREAS, a notice of sale was published in the *Joplin Globe* on August ___, 2023 inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the bonds; and

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

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

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

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

Section 3. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (3502 Enterprise Project), in an aggregate principal amount not to exceed $36,960,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof.

The City hereby determines that the sealed proposal for purchase of the bonds submitted by the Company was the only bid submitted at the public sale of the Bonds and that it is in the best interest of the City to accept the bid submitted by the Company. The sale of the Bonds to the Company at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

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

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

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Company, under which the City will provide funds for the improvement, expansion and equipping of the Project and lease the Project to the Company pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the Company agrees to purchase the Bonds;

(d) Performance Agreement dated as of the date set forth therein, between the City and the Company, pursuant to which the City has granted the Company certain rights with respect to the abatement of ad valorem real property taxes on the Project in consideration for the Company's agreement to pay certain payments in lieu of taxes; and

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

Section 7. Further Authority. The Mayor, City Manager, Finance Director, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents. The Mayor is authorized to grant on behalf of the City such consents and waivers, and to execute such project financing documents, relating to the Bonds, the Trust Indenture, the Performance Agreement or the Lease Agreement as may be requested during the term thereof and as the Mayor

may deem appropriate with the advice and counsel of city staff; provided, such consents, waiver and other documents shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax abatement as provided for therein, or materially change the nature of the transaction.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI this _____ day of _____, 2023 by a vote of _____.

_____
Douglas W. Lawson, Mayor

[SEAL]
ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-135: Authorizing the approval of the 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets.

MEETING DATE
August 21, 2023

ORIGINATING DEPARTMENT
Public Works - Transit

REVIEWED BY
Director of Public Works - Daniel Johnson; Director of Finance - Leslie Haase; City Attorney - Peter Edwards; Assistant City Manager - Tony Robyn; City Manager - Nicholas Edwards.

ATTACHMENTS
Council Bill No. 2023-135; 2023 PTASP Safety Targets (Exhibit A).

SUMMARY
Approval of an Ordinance authorizing the acceptance of the 2023 Public Transportation Agency Safety Plan annual safety targets. Approval of the annual PTASP safety targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

BACKGROUND
PTASP regulation implements a risk-based Safety Management System approach and requires recipients or subrecipients of financial assistance under FTA's Urbanized Area Formula Program, (49 U.S.C. Section 5307)(1) to establish and certify that they have an Agency Safety Plan in place that meets statutory requirements. PTASP regulations require the establishment of annual safety targets for the following categories: Fatalities, Injuries, Safety Events, System Failures, and System Reliability.

RECOMMENDATION
City staff recommends approval of Council Bill 2023-135 on First Reading to approve the 2023 Public Transportation Agency Safety Plan Safety Targets.

Exhibit A

Demand Response Annual Safety Performance Data

Year	Fatalities Total	Fatalities Rate	Injuries Total	Injuries Rate	Safety Events Total	Safety Events Rate	System Failures	System Reliability
Initial	0.0	0.0	3.4	1.7	5.6	2.8	N/A	33,000
2020	0.0	0.0	0.0	0.0	0.0	0.0	0.0	170,973
2021	0.0	0.0	3.0	2.0	0.0	0.0	1.0	73,987
2022	0.0	0.0	0.0	0.0	0.0	0.0	2.0	52,311
2023 Targets	0.0	0.0	1.6	0.9	1.4	0.7	1.0	82,568

Deviated Fixed Route Annual Safety Performance Data

Year	Fatalities Total	Fatalities Rate	Injuries Total	Injuries Rate	Safety Events Total	Safety Events Rate	System Failures	System Reliability
Initial	0.0	0.0	1.0	0.8	9.2	9.0	N/A	25,000
2020	0.0	0.0	0.0	0.0	8.0	6.3	2.0	44,944
2021	0.0	0.0	3.0	3.4	4.0	4.6	3.0	29,074
2022	0.0	0.0	1.0	0.8	3.0	2.6	2.0	30,928
2023 Targets	0.0	0.0	1.3	1.3	6.1	5.6	2.3	32,487

Rates are listed per 100,000 vehicle revenue miles (VRM).
System Reliability is the miles between Major Failures

Fatalities:	Person dies at the scene or at medical facility a short time later due to injuries caused by the accident.
Injuries:	Person is injured and is transported from the scene to receive medical aid.
Safety Event:	Medical assistance is requested on the vehicle for a non-injury medical event, rider falls outside the vehicle in the right-of-way and medical assistance is requested, or police assistance is requested because of an angry rider.
System Failure:	Mechanical failure of one or more systems on the vehicle that makes it unable to continue on its route. The vehicle was towed to receive repairs and the route schedule was negatively impacted by 30 minutes or more.

COUNCIL BILL NO. 2023-135 ORDINANCE NO.

AN ORDINANCE authorizing the approval of the 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley. Approval of the annual PTASP Safety Targets are required by the Federal Transit Administration (FTA) regulations set in 49 CFR Part 673 of the federal guidelines.

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

Section 1. That the City of Joplin, Missouri, shall approve the proposed 2023 Public Transportation Agency Safety Plan (PTASP) Safety Targets for the City of Joplin, MO, Metro Area Public Transit System (MAPS) and Sunshine Lamp Trolley as detailed in (exhibit A).

Section 2. That the City of Joplin, Missouri, understands that the Public Transportation Agency Safety Plan (PTASP) Safety Targets will be updated and approved on an annual basis.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2023, by a _____ vote.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-147 – amending Chapter 114, Traffic, Article IX, Pedestrians.

MEETING DATE
August 21, 2023

ORIGINATING DEPARTMENT
Public Works

ATTACHMENTS
Council Bill 2023-147 Ordinance; Pedestrian Safety Study

REVIEWED BY
Public Works Director: Dan Johnson; Interim Police Chief: Brian Lewis; City Attorney: Peter Edwards; City Manager: Nick Edwards.

SUMMARY
This Council Bill amends Chapter 114 of the City Code relating to traffic and pedestrians by adopting recommendations of the pedestrian safety study.

BACKGROUND
Council commissioned a pedestrian safety study with CJW Transportation Consultants, LLC, a copy of which is attached hereto. The study analyzed data from the Missouri Department of Transportation's Traffic Management System from 2018 through 2022. The analysis found that an average of 15.2 crashes with pedestrians occur per year, including at least one fatality. The analysis also found that 71.4% of crashes occur on arterial roadways. The study made a number of recommendations to improve pedestrian safety. This Council Bill adopts the study's recommendation to enact a revised pedestrian ordinance to strengthen regulations around pedestrian safety on arterial roadways.

Adoption of this Council Bill is consistent with the City's strategic priorities, including the goal to reduce crime and increase safety.

FUNDING SOURCE
N/A

RECOMMENDATION
Staff recommends adoption of this Council Bill on First Reading.



CITY OF JOPLIN PEDESTRIAN SAFETY

August 21st, 2023

PEDESTRIAN
Joplin, MO
SAFETY

CJW



PEDESTRIAN SAFETY IS A SHARED RESPONSIBLITY

PEDESTRIAN SAFETY



INTRODUCTION

The City of Joplin has a vested interest in enhancing the safety for all users of the transportation system. As is the case with many communities across the United States there has been an increase in traffic crashes involving pedestrians and cyclists, also known as vulnerable roadway users. The city has taken a comprehensive review of pedestrian safety and through careful examination, and with a third party review, developed actionable steps to be implemented in order to improve pedestrian safety.

The city of Joplin has retained the services of CJW Transportation Consultants, LLC for traffic engineering and transportation planning services to review pedestrian safety issues in the City and recommend enhancements for improving safety for all roadway users, but more specifically for vulnerable roadway users. CJW reviewed multiple years of traffic crash data to guide what actions the city should take to improve pedestrian safety.

Some of the findings show that arterial roadways with higher volumes, and speeds present a heightened risk. Additionally, certain intersections showed a propensity for vehicular and pedestrian conflicts, illustrating the need to utilize designated pedestrian areas, so that all roadway users are where they are expected to be.

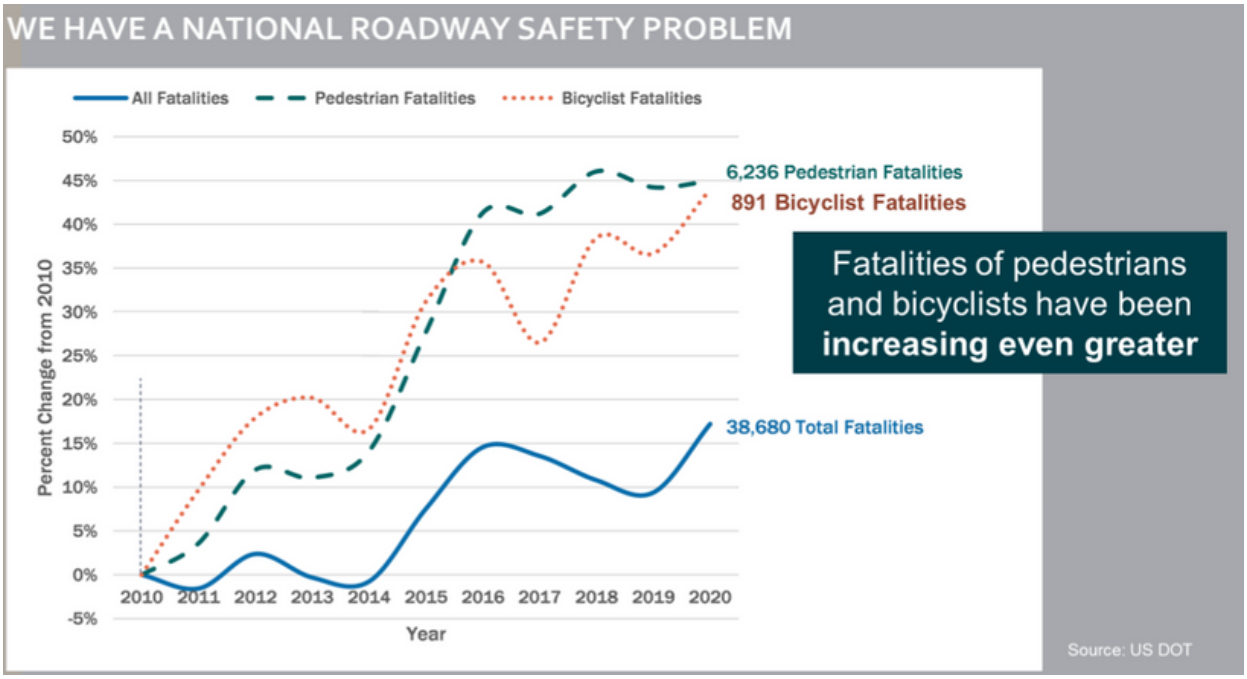
US Pedestrian Safety

Pedestrian safety is a significant concern in the United States, and around the world. The following information is a snapshot over time that shows pedestrian safety is an important element that communities and government agencies need to work to reverse current trends.

National Pedestrian Safety Numbers

In 2020 there were 6,516 pedestrians killed in traffic crashes in the United States. That is 18 pedestrians a day and 125 pedestrians a week. On average, a pedestrian was killed every 81 minutes in a traffic crash. The 6,516 pedestrian fatalities in 2020 represented a 3.9-percent increase from 6,272 pedestrian fatalities in 2019. This increase in pedestrian fatalities was smaller than the 6.8-percent increase in overall traffic fatalities from 2019 to 2020. Seventeen percent of all traffic fatalities in 2020 were pedestrians. In 2020 there were an estimated 54,769 pedestrians injured, a statistically significant 28-percent decrease from 75,650 pedestrians injured in 2019. Pedestrians injured made up 2 percent of the total people injured in crashes in 2020.

The figure below shows the drastic increase in pedestrian fatalities since 2010, where there where 4,280 pedestrian fatalities, compared to 2020 where there were 6,516 pedestrian fatalities. A 52%-percent increase in pedestrian fatalities in a 10-year period.



Missouri Pedestrian Safety Numbers

44%

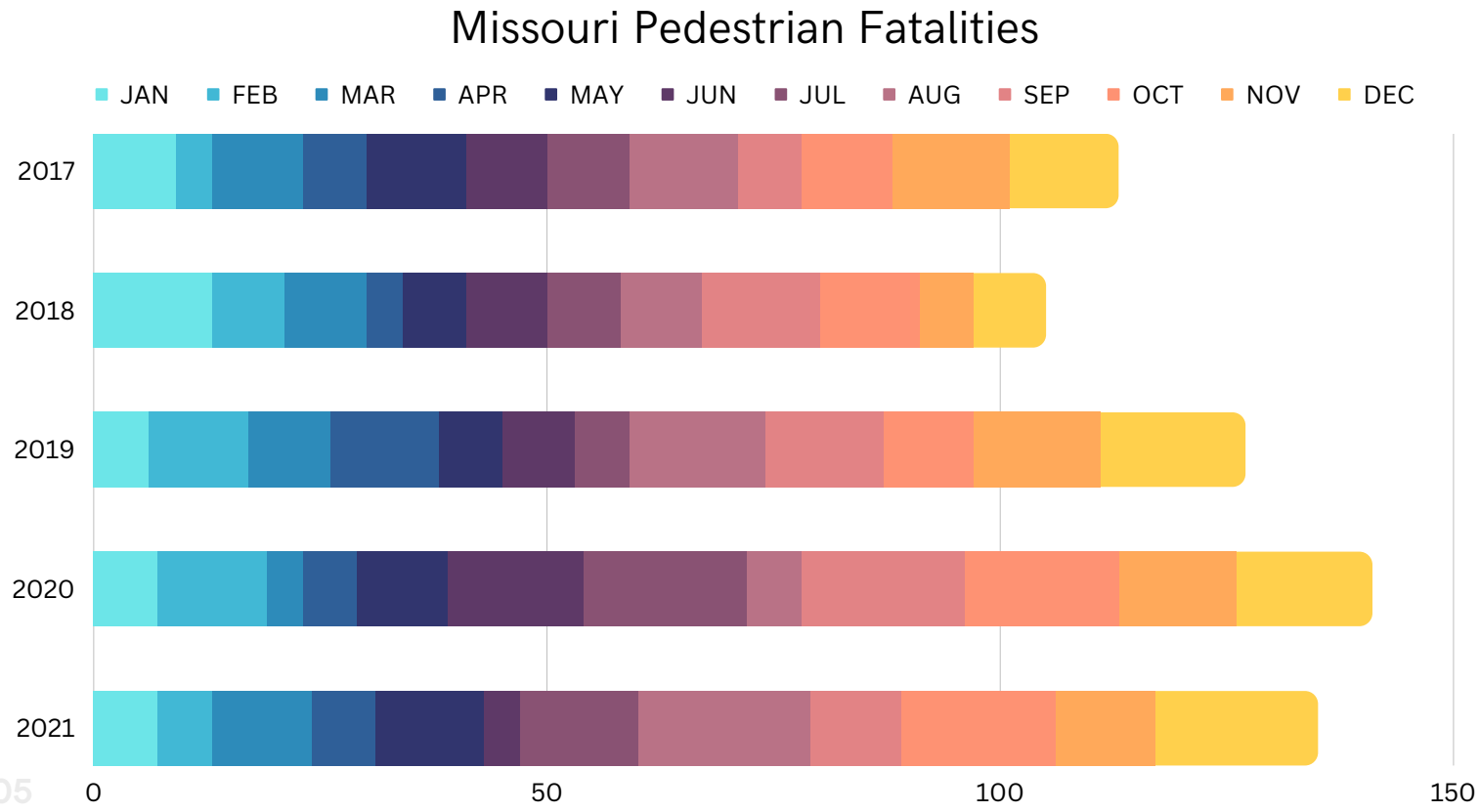
Increase in Missouri Pedestrian and Bicyclist Fatalities since 2012

Pedestrian Safety trends in Missouri follow a similar path as the national numbers. A 44%-percent increase in pedestrian fatalities from 2012 to 2021.

A safer Missouri is a better Missouri. This is the heart of Show-Me Zero, a strategic highway safety plan for eliminating fatalities and serious injuries on Missouri roadways. Through a collaborative effort of diverse stakeholders, Show-Me Zero takes a multi-disciplined approach to achieving safer roads through education, public policy, enforcement, engineering and emergency response. The idea is simple: no one can do everything, but everyone can do something.

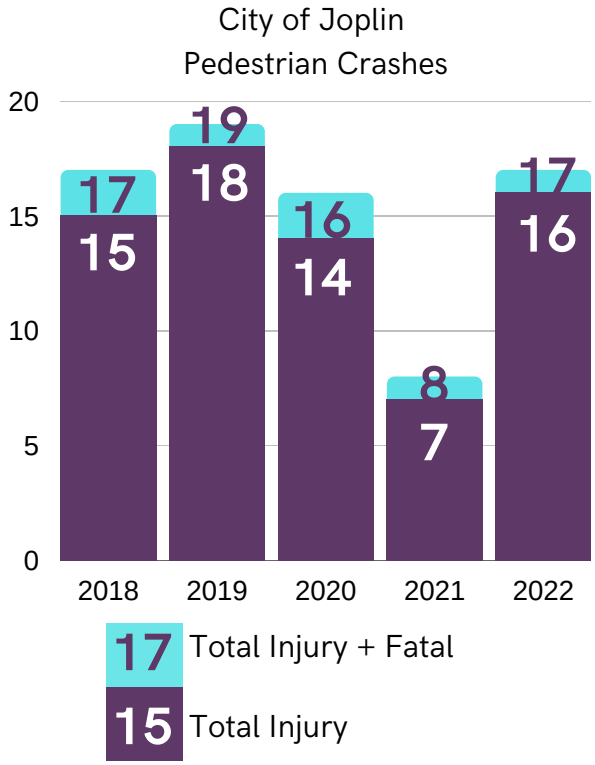
Another group warranting special attention in the Show-Me Zero plan is pedestrians and other non-motorized road users such as bicyclists and those using personal conveyances (e.g., scooters, segways). Each year, more than 100 pedestrians, bicyclists or other non-motorized road users are killed in Missouri traffic crashes with speed, distraction, and impairment being the primary causes.

The chart below illustrates pedestrian fatalities by month.



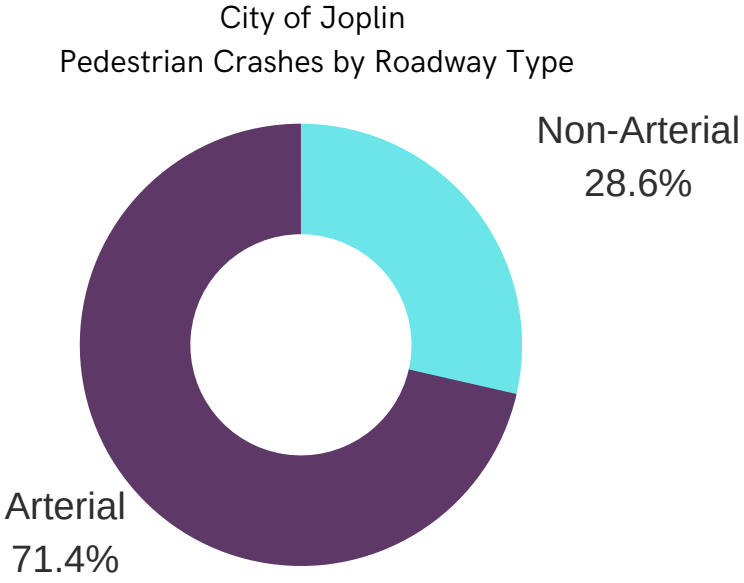
City of Joplin Pedestrian Safety Numbers

A comprehensive review of pedestrian safety data for the last five years was conducted. Data from the Missouri Department of Transportation's Traffic Management System was utilized to review pedestrian crash statistics from 2018 thru the end of 2022. Analysis reveal that an average of 15.2 crashes happen a year, of those crashes, a majority result in injury, or fatality. The graph illustrates the overall number of crashes, and the number of crashes that resulted in an injury or fatality for each of the years reviewed.



Where do pedestrian crashes occur?

After reviewing the number and type of accidents, the location of where pedestrian crashes were taking place was analyzed. It was found that 70+ percent of pedestrian accidents happen on Arterial roadways or above. Arterial types of roadways carry significantly more vehicular volumes at higher rates of speed. All of the pedestrian fatalities reviewed in this study occurred on Arterial level roadways or above.



PEDESTRIAN SAFETY STUDY
JOPLIN, MISSOURI

When do pedestrian crashes occur?

Pedestrian crashes can occur at any time, but certain factors and circumstances can increase the likelihood of these crashes happening. Some common situations when pedestrian crashes occur:

Nighttime: Pedestrian crashes are more common during nighttime or low-light conditions when visibility is reduced. Pedestrians may be more difficult for drivers to see, increasing the risk of accidents.

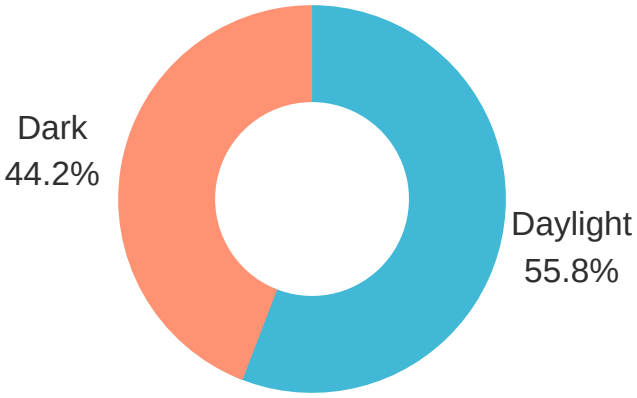
Peak Traffic Periods & Weekends / Holidays: During peak traffic periods, such as morning and evening rush hours, pedestrian crashes can occur due to increased vehicular and pedestrian traffic. Pedestrian crashes often happen on weekends and holidays when there may be more pedestrians out and about.

Impaired driving: Pedestrian crashes are more likely to occur when drivers are under the influence of alcohol, drugs, or medications. Impaired drivers have reduced reaction times and diminished awareness, making them more prone to accidents involving pedestrians.

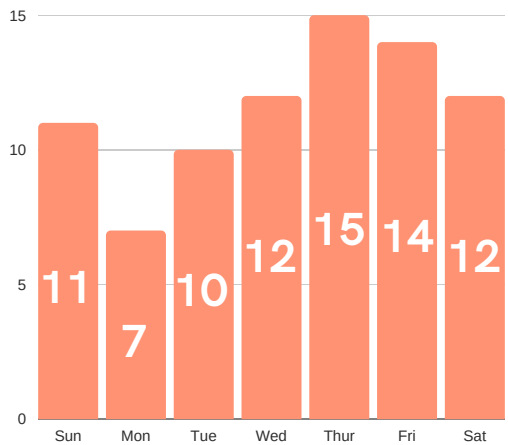
Jaywalking or improper crossing: Pedestrian crashes can happen when individuals cross the road at unauthorized locations or fail to follow traffic signals and crosswalks. Jaywalking and reckless pedestrian behavior increase the risk of collisions.

Distracted driving and walking: Both distracted drivers and pedestrians pose a risk. Drivers distracted by mobile phones, in-car technology, or other activities may fail to notice pedestrians, while pedestrians distracted by phones or other devices may not be aware of their surroundings.

City of Joplin
Pedestrian Crashes by Light Conditions



City of Joplin
Pedestrian Crashes by Day



Who do pedestrian crashes happen too?

Pedestrian crashes can happen to anyone who is walking or running on or near roadways. Pedestrians of all ages and demographics are vulnerable to being involved in these accidents. The following groups may be at a higher risk:

1. Children: Children are more susceptible to pedestrian crashes due to their smaller size, limited understanding of traffic rules, and difficulty judging vehicle speed and distance. They may be more impulsive and less attentive, increasing the likelihood of accidents.
2. Older adults: Older adults may have reduced vision, hearing, or mobility, making them more vulnerable to pedestrian crashes. They may require more time to cross the road or have difficulty judging traffic conditions, increasing their risk.
3. Intoxicated individuals: Pedestrians who are under the influence of alcohol or drugs may exhibit impaired judgment, slower reaction times, and decreased awareness of their surroundings. This can make them more susceptible to being involved in pedestrian crashes.
4. Homeless individuals: Homeless individuals may be at a higher risk of pedestrian crashes due to factors such as sleeping near roadways, impaired cognitive abilities, mental health issues, or limited access to safe pedestrian infrastructure.
5. Joggers and runners: Individuals who jog or run on or near roadways are at risk of pedestrian crashes, particularly when sharing the road with vehicles. They may be difficult to spot, especially in low-light conditions, and drivers may not anticipate their movements.
6. Tourists: Pedestrian crashes can also happen to tourists who may be unfamiliar with local traffic patterns, road regulations, or pedestrian infrastructure. Lack of familiarity with the area can increase the chances of accidents.

It is important for everyone, regardless of age or background, to exercise caution, follow traffic laws, and remain vigilant when walking or running near roadways to reduce the risk of pedestrian crashes.



Driver Distractions

The National Highway Transportation Safety Administration (NHTSA) found that in 2021 distracted driving caused 3,522 deaths an 12.0% increase from 2020.

Distracted driving is any activity that diverts attention from driving, including talking or texting on your phone, eating and drinking, talking to people in your vehicle, fiddling with the stereo, entertainment or navigation system — anything that takes your attention away from the task of safe driving.

Texting is the most alarming distraction. Sending or reading a text takes your eyes off the road for 5 seconds. At 55 mph, that's like driving the length of an entire football field with your eyes closed. You cannot drive safely unless the task of driving has your full attention. Any non-driving activity you engage in is a potential distraction and increases your risk of crashing.

In addition to driver distraction, pedestrian distraction has become more commonplace as well resulting in less aware pedestrians, reducing pedestrians ability to react to complex situations that may result when utilizing the transportation system.

Pedestrian Safety Initiatives

Pedestrian safety is a global concern that spans across the world. The efforts of the City of Joplin work in concert with efforts to enhance pedestrian and roadway safety as a state, national, and global effort. One of the current leading efforts in improving roadway safety is the Vision Zero initiative. This initiative was started in Sweden in 1997 and has spread across the globe. This initiative acknowledges that traffic related fatalities and serious injuries are often preventable and works to eliminate both through established strategies and accountability.

The Federal Highway Administration (FHWA), the National Highway Traffic Safety Administration (NHTSA), and the Federal Motor Carrier Safety Administration (FMCSA) are working with the National Safety Council (NSC) on a similar effort in the United States, the Road to Zero initiative. The Road to Zero initiative builds upon many of the same principles as Vision Zero with an ambitious goal of eliminating traffic fatalities within 30 years. The initiative also organizes a coalition of members that examines and promotes behavior-change strategies and provides funds to traffic safety organizations on a competitive basis for work on priority programs. Improving pedestrian safety is a national and international priority to which several agencies and organizations are committed. A sample of prominent organizations working on this issue are discussed below.

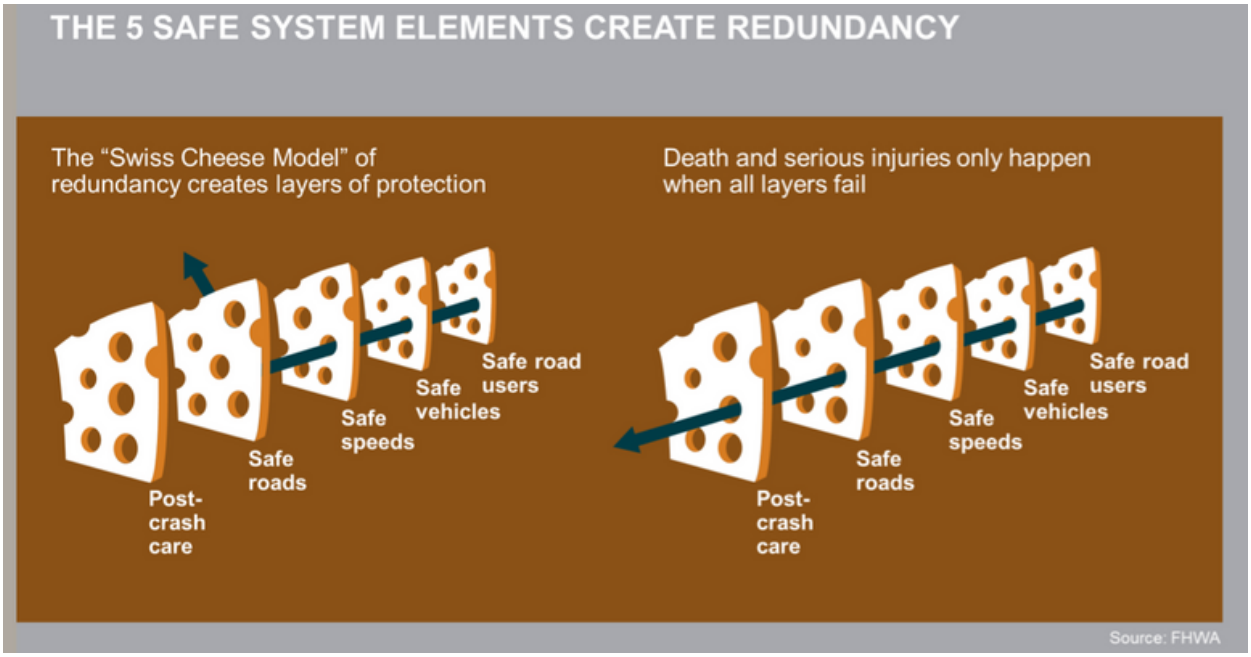
Federal Highway Administration (FHWA)

The FHWA was founded in 1966; however, the organization's responsibilities were included in the Office of Road Inquiry, founded in 1893, which changed names several times over the years. The FHWA is an organization aimed at providing "stewardship over the construction, maintenance, and preservation of the Nation's highways, bridges, and tunnels" through research, technology, and policy.

The FHWA is working to improve pedestrian safety and reduce pedestrian fatalities and injuries. The administration produced the Pedestrian Safety Strategic Plan which is a 15-year plan developed to address pedestrian safety and provide professionals and stakeholders with resources and information needed to solve problems in roadways. As described in the previous section, the FHWA has been working to reduce pedestrian fatalities by providing extra resources to 16 states with cities that have the highest number of pedestrian fatalities or highest pedestrian fatality rates.

In an effort to address roadway and pedestrian safety, FHWA has developed the safe systems approach, which is a systematic approach by all stakeholders to improve safety on the roadway network. This approach is designed to take a multifacited approach to

roadway safety and thus provide greater layers and redundancy of safety to roadway network users. The illustration below articulates that approach.



Additionally with the Bipartisan infrastructure legislation, FHWA has developed the safe streets for all program, which enables government agencies to evaluate their roadway networks from a safety perspective and make improvements to reduce vehicular crashes. One such effort is currently being undertaken by the Joplin Area Transportation Study Organization (JATSO).

Vision Zero Network

The Vision Zero Network is a collaborative campaign with a goal of helping communities, solely in the U.S., to reach the Vision Zero objective. The campaign started by launching a Vision Zero Focus Cities program. Ten cities were chosen to encourage development of successful safety practices through collaboration and the sharing of data and ideas. The selected cities are: Austin, Boston, Chicago, Fort Lauderdale, Los Angeles, New York, Portland, San Francisco, Seattle, and Washington, D.C.

SHOW-ME ZERO - Driving Missouri Toward Safer Roads

The Missouri Coalition for Roadway Safety created a plan, in line with the Road to Zero initiative, to reduce fatalities and serious injuries on Missouri roads. Called Show-Me Zero, the objective of the plan is to increase coordination, communication, and cooperation among state and local agencies, law enforcement, planning organizations, and other safety advocates in the state.

Missouri Coalition for Roadway Safety

The Missouri Coalition for Roadway Safety (MCRS) exists to end fatalities and serious injuries on Missouri roadways by advocating for the prioritization and implementation of proven safety strategies. Through cooperative efforts in education, public policy, enforcement, engineering and emergency medical services, we encourage all Missourians to take an active role in making our roadways safe for everyone.

Missouri Bike and Pedestrian Federation

The Missouri Bicycle and Pedestrian Federation is a statewide, non-profit organization that is working to improve the safety of the transportation network for bicycles and pedestrians. The organization was founded in 1993 and is working towards a 50% reduction in crashes and fatalities and a 100% increase in the number of walking and biking trips taken in Missouri. The organization promotes programs throughout the state that increase active transportation. One annual event includes meeting at the state capitol and talking with legislators as well as biking along a planned route.

National Highway Traffic Safety Administration (NHTSA)

NHTSA is a government agency with a goal to "save lives, prevent injuries, and reduce economic costs due to road traffic crashes through education, research, safety standards, and enforcement." The agency maintains a webpage specific to pedestrian safety that includes resources on safety tips, research on safety countermeasures, statistics on crashes, and much more.

Federal Motor Carrier Safety Administration (FMCSA)

The FMCSA is an agency with a mission to prevent commercial vehicle fatalities and injuries. This is approached through data, enforcement, research and technology, and safety assistance. The agency provides safety information for pedestrians which includes safety tips and crash statistics.

National Safety Council (NSC)

The NSC works to eliminate preventable deaths at work, at home, in communities, and on the road through leadership, research, education, and advocacy. The organization provides safety training, including workplace safety training and defensive driving training.

Recommendations from Pedestrian Initiative Organizations

The aforementioned agencies offer the following tips for pedestrians to reduce risk of crashes when utilizing the transportation network. Some of the important tips are as follows.

- Be predictable. Follow the rules of the road and obey signs and signals.
- Walk on sidewalks whenever they are available.
- If there is no sidewalk, walk facing traffic and as far from traffic as possible.
- Keep alert at all times; don't be distracted by electronic devices that take your eyes (and ears) off the road.
- Cross streets at crosswalks or intersections whenever possible. This is where drivers expect pedestrians.
- If a crosswalk or intersection is not available, locate a well-lit area where you have the best view of traffic. Wait for a gap in traffic that allows you enough time to cross safely, and continue to watch for traffic as you cross.
- Never assume a driver sees you. Make eye contact with drivers as they approach you to make sure you are seen.
- Be visible at all times. Wear bright clothing during the day, and wear reflective materials or use a flashlight at night.
- Watch for cars entering or exiting driveways, or backing up in parking lots.
- Avoid alcohol and drugs when walking; they impair your abilities and judgment too.

Street & Roadway Designs

Streets & Roadways are designed to optimize drivers' performance. Signs are placed in order to convey information to a driver in a timely manner. Sign placement is done in such a manner that the driver has the time to perceive the information expressed by the sign. Often times information communicated by a sign is reinforced with additional signs, curbing, and/or pavement markings. This sets an expectation for drivers as to what type of event may take place. For instance, if a driver sees a signal ahead sign, they expect from prior experience for a signal to be along the road. The placement of signs and pavement markings is guided by the Manual on Uniform Traffic Control Devices (MUTCD).

Over time drivers develop an expectation of how other roadway users will interact with them on the transportation network. Drivers expect that pedestrians will be located in certain areas or zones, mostly sidewalks & crosswalks. Furthermore, the MUTCD works to reinforce where driving and pedestrian interactions are likely to occur. When a interaction happens outside of that designated areas it can lead to driver confusion, and distraction, which could result in driver error. Drivers not only work to perceive surrounding traffic control devices, but also have to pay attention to unexpected events. It takes drivers longer to process unexpected events, and thus requires more time for them to react to those events. Erratic driver behavior caused by mis-located pedestrians in roadways can often be dangerous to both pedestrians and other road users.

Reducing the number of pedestrian fatalities and serious injuries is a goal of all transportation agencies. When a pedestrian is within the public right of way, there is a risk of vehicular contact. Street design standards and guidelines work to manage these conflicts as safely as possible. The following manuals are utilized when designing transportation facilities where pedestrians and vehicles interact. A small discussion of each about how they address pedestrians follows.

Manual on Uniform Traffic Control Devices (MUTCD)

The MUTCD, published by the FHWA, provides standards for installing and maintaining traffic devices on all public streets, highways, bikeways, and private roads open to public travel in the United States. The MUTCD is the manual that governs all traffic control devices which means that non-compliance can result in the loss of federal-aid funds and potential legal liabilities.

The purpose of the MUTCD is to promote roadway safety and mobility to all road users by providing uniformity and effectiveness in the use of traffic control devices. The MUTCD dates back to as early as 1927 after the popularization of the automobile in the U.S. The MUTCD is available to download at http://mutcd.fhwa.dot.gov

An effective traffic control device should meet the five basic requirements outlined in the MUTCD:

- It should fulfill a need;
- Command attention;
- Convey clear, simple meaning;
- Command respect from road users; and
- Give adequate time for proper response.

Roadside Design Guide

This Roadside Design Guide was developed by the American Association of State Highway and Transportation Officials (AASHTO) Subcommittee on Design through the Technical Committee for Roadside Safety (TCRS) under the chairmanship of Keith Cota, P.E. This book presents a synthesis of current information and operating practices related to roadside safety.

A noteworthy point is that this book is a guide. It is not a standard, nor is it a design policy. It is intended to be used as a resource document from which individual highway agencies can develop standards and policies. Although much of the material in the guide can be considered universal in its application, several recommendations are subjective in nature and may need modification to fit local conditions. However, it is important that significant deviations from the guide be based on operational experience and objective analysis. Below is an excerpt from the roadside design guide on intersections.

10.1.3.4. Intersection Locations

Crashes at intersections often occur between vehicles; however, intersection crashes in which vehicles hit roadside objects also are common. In some cases, the crash occurs because a driver attempts to avoid hitting another vehicle, but single vehicle crashes also occur frequently at intersection locations. The collisions can occur because of the presence of small channelization islands that are not noticeable by drivers, objects located too close to the curb in the curb return region, and objects located so that they are aligned opposite pedestrian access ramps. Roadside object placement strategies at intersections, therefore, can be addressed as follows:

- For intersection channelization islands (also known as corner islands), the island design should adhere to the criteria in AASHTO's A Policy on Geometric Design of Highways and Streets. The island should be sufficiently designed so it is conspicuous to approaching drivers while not encroaching on vehicle paths. Similarly, median noses should be conspicuous and designed they do not impede normal traffic operations. Placing rigid objects at either the corner island or the median nose should be avoided completely. Only breakaway devices should be constructed at these locations.

- Often a turning vehicle does not successfully navigate the designated turn path and strays onto the adjacent curb return or shoulder. This situation often occurs for truck-turning movements. Object placement on the inside edge of intersection turning movements should be as far as practical from the curb face or lane edge. A target lateral offset value for the intersection return should be 6 feet for curbed facilities with a minimum value of 3 feet. Similarly, for locations without curbs, these values should be as far as possible from the edge of lane because drivers will not have a curb to help them realize their vehicles have strayed from the designated turning path.
- Many urban intersections with curbs include directional pedestrian access ramps at the intersection corners. For these locations, rigid objects should not be positioned so that errant vehicles are directed toward them along the path of the access ramp. As a result, pedestrian buttons should be placed on a breakaway pedestal pole adjacent to the directional ramp rather than on a rigid traffic signal pole when possible. This will enable the traffic signal pole placement to occur further away from the curb return region and also will position the pedestrian button immediately adjacent to the appropriate access ramp.

A Policy on Geometric Design of Highways and Streets

A Policy on Geometric Design of Highways and Streets was developed by the American Association of State and Highway Transportation Officials, it is often referred to as the "Green Book". The publication provides guidance to engineers, roadway operators, and designers on the best practices for street and highway design. Below is an excerpt from A Policy on Geometric Design of Highways and Streets on median refuge.

"Median refuge is beneficial for all pedestrians. To allow for the placement of multiple detectable warnings, median and island crossings of at least 6 feet are preferred as shown in Figure 4-21. Medians less than this width must provide accessible passage but may not necessarily provide adequate refuge."

Guide for the Planning, Design, and Operation of Pedestrian Facilities
AASHTO's Guide for the Planning, Design, and Operation of Pedestrian Facilities, provides a guide for planning and designing pedestrian facilities.

Designing Walkable Urban Thoroughfares: A Context Sensitive Approach
Developed in 2010 by the Institute of Transportation Engineers (ITE) and the Congress for the New Urbanism, Designing Walkable Urban Thoroughfares: A Context Sensitive Approach, provides guidance to practitioners in planning and designing major urban thoroughfares for walkable communities. The objective of the guide is to enhance walkable communities by improving mobility choices and community character. Some of the topics in the guide include planning and developing context sensitive urban thoroughfares, travelway design guidelines, and intersection design guidelines.

Urban Street Design Guide
The Urban Street Design Guide, published by National Association of City Transportation Officials (NACTO), provides information on the design of city streets and public spaces. The Urban Street Design Guide outlines three levels of guidance: critical features, recommended features, and optional features. Critical features are elements in which there is strong consensus of necessity, recommended features are elements in which there is a strong consensus of added value, and optional features are elements that may vary across cities and may add value, depending on
the situation.

When reviewing the guides, one will find key items that improve safety for motorists and pedestrians.

SPEED - vehicle speed is one of the main contributing causes in pedestrian fatalities. One study, supported by numerous other studies, has shown that when a pedestrian is hit by a vehicle at 20 mph there is a 10% chance of death compared to an 80% chance of pedestrian fatality at 40 mph. Additionally, significant injuries may still result in connection with lower speed crashes.

VOLUME - studies have found that roadways with a volume less then 10,000 vehicles per day show a crash rate less then .25 per million pedestrian crossings at marked and unmarked crossings. This is true of the Joplin data, where a majority of the pedestrian crashes occurred along roadways with higher ADT's.

MEDIAN WIDTH - A median width is an important factor as well, as they provide refuge for pedestrians from vehicular traffic. However, smaller medians do not provide the adequate size for refuge and should not be utilized as such. Therefore, it is recommended if a median is less then 8 feet in width it not be used for refuge and therefore should encourage pedestrians to pass through.



City of Joplin Recommendations

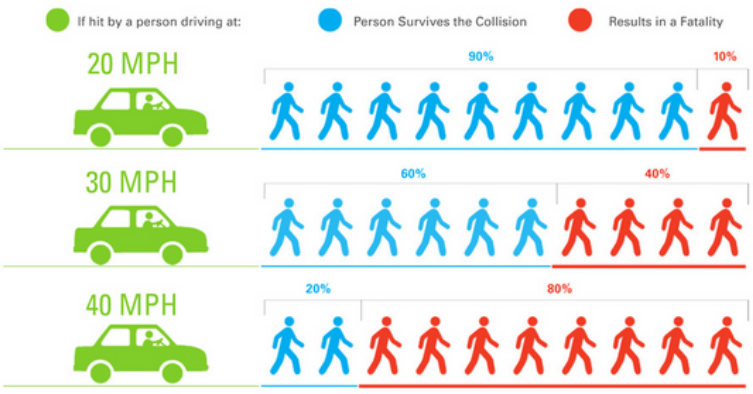
Based upon the review of pedestrian crashes in the City of Joplin, and best practices to improve pedestrian safety, it is recommended that the City of Joplin follow the goals, strategies and objectives outlined in the following tables under the overarching categories of education, enforcement, and engineering.

Further regulations are needed as it relates to higher speed and/or volume roadways and intersections. As the study found, this is where a majority of pedestrian crashes occur. Arterial roadways were found to present the highest level of danger to pedestrians. In addition, intersections of higher volume and speed also presented a higher risk for pedestrians.

Higher speed roads are defined as any roadway with a speed limit greater than 35 miles per hour, and high volumes roads for the City of Joplin are defined as anything greater then 12,000 vehicles per day, which are the arterial roadways where a majority of the crashes reviewed took place.

To facilitate safety for pedestrians and motorists, pedestrians should only be located in a roadway when:

- They are in designated pedestrian areas where motorists would expect them to be located such as crosswalks or sidewalks.
- Temporary traffic control is established to warn drivers of pedestrians for maintenance or special events.
- Utilizing low traffic volume and low speed roadways that are designed to be used as shared spaces.



Education

Goal 1: Work to educate the public on pedestrian safety

Objectives	Strategy	COUNCIL	PARTNER AGENCY	PUBLIC	CITY STAFF	Potential Funding
Educate the public on pedestrian safety, working to bring awareness to the need to improve pedestrian safety	Strategy 1: Work with the schools to develop a program to teach pedestrian etiquette and awareness at a young age					GRANTS
	Strategy 2: Share pedestrian statistics with the public through a pointed public information campaign					N/A
Reduce distracted transportation users	Strategy 1: Create initiatives to educate the public on impact of distracted driving and walking.					N/A
	Strategy 2: Enforce new State Law on banning distracted driving					N/A

Enforcement

Goal 1: Improve pedestrian safety through ordinance enforcement and adoption

Objectives	Strategy	COUNCIL	PARTNER AGENCY	PUBLIC	CITY STAFF	Potential Funding
Objective 1: Improve pedestrian safety by strengthening ordinance related to pedestrians	Strategy 1: Adopt a revised pedestrian ordinance to strengthen regulations around pedestrian safety on Arterial Roadways					N/A
Objective 2: Improve pedestrian safety by adopting a Vision Zero policy	Strategy 1: Develop and adopt a Vision Zero policy					N/A
Objective 3: Form a committee to review pedestrian crashes	Strategy 1: Develop a cross department committee of first responders, roadway operators, and other stakeholders to study pedestrian crashes on a regular basis					N/A

Engineering

Goal 1: Utilize Engineering Standards to strengthen design practices in order to support safer pedestrian facilities

Objectives	Strategy	COUNCIL	PARTNER AGENCY	PUBLIC	CITY STAFF	Potential Funding
Objective 1: Review City Policy and standards related to Street Design	Strategy 1: Develop a design approach to encourage motorists to drive the roadway at the appropriate speed					N/A
	Strategy 2: Form a Complete Street committee to review street design, and enhancements					N/A
Objective 2: Review Pedestrian Design Practices	Strategy 1: Review City Policy related to pedestrian design. Make enhancements to the policy where necessary to improve pedestrian safety					N/A

COUNCIL BILL NO. 2023-147 ORDINANCE NO. _____

AN ORDINANCE amending Chapter 114, Traffic, Article IX, Pedestrians.

WHEREAS, the City commissioned a pedestrian safety study, a copy of which is attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the pedestrian safety study analyzed data from the Missouri Department of Transportation's Traffic Management System from 2018 through 2022; and

WHEREAS, the analysis found that an average of 15.2 crashes with pedestrians occur per year, including at least one fatality; and

WHEREAS, the analysis found that 71.4% of crashes occur on arterial roadways; and

WHEREAS, the City desires to amend Chapter 114, Traffic, Article IX, Pedestrians to adopt the recommendations of said pedestrian safety study.

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

Section 1. That Section 114-756. – Crossing at certain places prohibited; crossing diagonally is hereby amended by enacting a new subsection (e) as follows:

"(e) No pedestrian shall cross any roadway at any place other than a crosswalk, pedestrian-control signal, or intersection during the period from one-half hour after sunset to one-half hour before sunrise."

Section 2. That a new Section 114-762. – Rights and duties of pedestrians and motorists in arterial roadways and arterial intersections, is enacted as follows:

"Sec. 114-762. Rights and duties of pedestrians and motorists in arterial roadways and arterial intersections.

(a) The City Council finds and declares that the purpose of this Section is to:

(1) Protect pedestrians and motorists from traffic hazards and potential injuries that they may be exposed to when pedestrians engage in any activity on those portions of public streets with high traffic volumes, high speed limits, or narrow medians that are open, improved, and in actual use for vehicular travel;

(2) Protect pedestrians and motorists from traffic hazards and potential injury which may result from distractions created by persons engaging in activities on public streets with high traffic volumes, high speed limits, or narrow medians; and

(3) Provide for the safe and expeditious flow of traffic at city intersections.

(b) Definitions. The following words, terms, and phrases, when used in this Section shall have the following meanings, except where the context clearly indicates a different meaning:

Arterial intersection means any intersection with a speed limit, on at least one approach, of 35 miles per hour or greater; or average traffic volumes greater than 12,000 vehicles per day on at least one roadway; and which has been designated as an arterial intersection by the Traffic Engineer. "Arterial intersection" shall include the intersection as defined in Section 114-1 and the intersecting roadways for a distance of 100 feet from the intersection.

Arterial roadway means any roadway with a speed limit of 35 miles per hour or greater, or average traffic volumes greater than 12,000 vehicles per day; and which has been designated as an arterial roadway by the Traffic Engineer.

Distribution conduct means an exchange which requires an acceptance or rejection of the item being distributed between a person located in an arterial roadway and an occupant of a vehicle operating on an arterial roadway.

Median or island means the area between separated traffic lanes measured from edge of the traveled way to edge of the traveled way, including areas between traffic lanes for control of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacles to the area's use by vehicles or by traffic control markings, such as paint.

(c) The traffic engineer is authorized to designate roadways as arterial roadways and intersections as arterial intersections in accordance with the criteria listed above and list them in a schedule established from time-to-time and placed on file with the City Clerk.

(d) Prohibitions.

(1) No person shall cross an arterial roadway at any place except in a crosswalk. Where there is no crosswalk, a person shall cross only where a pedestrian-control signal is located. Where there is no crosswalk or pedestrian-control signal, a person shall cross only at an intersection.

(2) No person shall be located upon a median less than eight feet wide in an arterial intersection unless in the process of legally crossing a roadway. Failure of a person to leave the median after two consecutive opportunities to cross the roadway in a lawful manner is prima facie evidence of a violation of this subsection, unless such person's mobility is restricted to a degree which makes such person unable to safely cross the roadway during two consecutive opportunities.

(3) Except in the event of a vehicular or medical emergency, it shall be unlawful for an occupant of a vehicle to exit a vehicle while located within an arterial intersection.

(4) No person, other than an occupant of a vehicle, shall be upon an arterial roadway except to lawfully cross. No person while upon an arterial roadway shall approach a vehicle upon

such roadway, except a vehicle that is lawfully parked. No occupant of a vehicle being operated on an arterial roadway shall engage in distribution conduct with a pedestrian standing in or entering upon an arterial roadway. Nothing contained herein is intended to prohibit:

a. Accepting from or distributing anything to occupants of a lawfully parked vehicle;

b. Accepting from or distributing anything to occupants of a vehicle adjacent to a sidewalk if the person accepting or distributing remains at all times on the adjacent sidewalk; or

c. Accepting or distributing anything to another person on a public sidewalk.

(e) Exceptions. This section shall not apply to:

(1) Any law enforcement officer acting within the scope of his or her official duties;

(2) Any person engaged in rescue activities, including providing assistance to an injured person or disabled vehicle;

(3) Any person engaged in emergency repair or maintenance of a vehicle;

(4) Public employees acting within the scope of their duties;

(5) Any person performing work in an arterial roadway pursuant to a valid permit; or

(6) Any person entering a stopped vehicle as an invited passenger where it is lawful to do so, including accessing taxicabs or public transportation."

Section 3. That the sections of this Ordinance shall be severable. In the event that any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections of this Ordinance are valid, unless the court finds the valid sections of the Ordinance are so essential and inseparably connected with an dependent upon the void section that it cannot be presumed that this Council would have enacted the valid sections without the void ones, or unless the court finds that the valid sections standing alone are incomplete and incapable of being executed in accordance with the legislative intent.

Section 4. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2023, by a vote of _____.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-148; Work Authorization with Burns & McDonnell for professional engineering services for the 2023 Hydraulic Model Update and Flow Metering Project.

MEETING DATE
September 5th, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-148; Work Authorization; Exhibit Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve a work authorization with Burns & McDonnell in the not to exceed amount of One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00) for professional engineering services for the Hydraulic Model Update and Flow Metering Project.

BACKGROUND
After several years of re-construction work, City staff saw the need to for a minor update to the hydraulic model of the City's sanitary sewer system, by performing small-scale flow metering within three basins. The basins are shown on the Exhibit Map; the meters in the Royal Heights/Baker's Branch basin will be used to measure the impact of public rehabilitation efforts; the meters in the area of the Joplin Creek Interceptor project area will be used to update the model after completion last year of the project; and, lastly, the meters near Duenweg will be used to better understand the flows contributed by that community, which will assist with improved sewer billing for wastewater. All this data will assist with running some "what-if" scenarios pertaining to the current ARPA Wastewater project, in which some trunkline pipes are planned for replacement with larger diameter pipes. The update to the model will assist with choosing the most cost-effective pipe sizes. At the conclusion of Burns and McDonnell's work, a technical report will be submitted to the city with their findings.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on an emergency basis, in that said ordinance provides for public improvements and is an emergency per section 2.12 (6) of the HOME RULE CHARTER of The City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Specifically, approval of this council bill as an emergency, will allow for meters to be installed prior to the beginning of the fall rains.

COUNCIL BILL NO. 2023-148 ORDINANCE NO

AN ORDINANCE approving a work authorization with Burns & McDonnell in the not to exceed amount of One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00) for professional engineering services associated with the Hydraulic Model Update and Flow Metering Project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Work Authorization BMD-OC23-03 with Burns & McDonnell, in the not to exceed amount One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00) for professional engineering services associated with the Hydraulic Model Update and Flow Metering Project, a true and accurate copy of said work authorization being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached work authorization, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultants, shall be paid from the Sanitary Sewer Fund.

Section 4. That the City of Joplin hereby declares that this Ordinance, approving a work authorization on an Emergency basis being an ordinance relating to a public improvement, it 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, approval of this council bill as an emergency, will allow for meters to be installed prior to the beginning of the fall rains.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2023 by a_____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

COUNCIL BILL NO. 2023-148 **ORDINANCE NO**
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

_____
Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Burns & McDonnell Engineering Company, Inc. Address: 9400 Ward Parkway KANSAS CITY, MO 64114	
Attention: Mr. Chris Parker		Attention: Cliff Cate	
Department: Public Works- Engineering		Phone: 816.823.7128	Fax:
Phone: 417-624-0820	Fax:	Hydraulic Model Update and Flow Metering Project	

WORK AUTHORIZATION NUMBER BMD-OC23-03
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 A***.

2. **Addition to Services**. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, 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 for the expeditious completion in the light of the purposes of the contract, but in any event, all the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

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 always keep track of the number of hours billable under this contract; and any work more than 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 performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for services to be rendered under this Work Authorization; provided, that where payments are to be made periodically to Engineer for services rendered under this Work Authorization, 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 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 **BMD-OC23-03** exceed the sum of One Hundred Eighty Five Thousand Four Hundred Seventy Six and 00/100 Dollars ($185,476.00).

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, insurance of such types and in

such amounts as may be necessary to protect it against 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 reasonable approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to always maintain adequate insurance coverage 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, 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 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

Engineer's commercial general liability policy shall include the City as an additional insured with limits of liability 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, 2023, the 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 per accident / $1,000,000.00 each employee by disease / $1,000,000.00 policy limit by disease

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 One Million ($1,000,000.00) per occurrence and Two Million (2,000,000.00) aggregate for claims caused by bodily injury and property damage. Engineer agrees to cause its insurer to include 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 One Million ($1,000,000.00) per accident for claims caused by bodily injury and property damage.

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 of Engineer's services under this Work Authorization.

e. Subcontracts. In case any or all 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 all subcontractors with whom it enters into a contract to perform work on this project to obtain and maintain 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 by Engineer.

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 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. Limitation of Liability.

a. To the fullest extent permissible by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer, its officers, directors, shareholders, employees, agents, and consultants, and any of them, to the City and anyone claiming by, through or under the City, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to a Work Authorization issued under the Agreement from any form of negligence, professional errors or omissions (including breach of contract or warranty) of Engineer, its officers, directors, employees, agents or consultants, or any of them, SHALL NOT EXCEED One Million Dollars ($1,000,000.00). The parties agree that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate.

b. Neither party shall be liable to the other party for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of the City, or governmental fines or penalties.

8. 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

_____
Name & Title of Staff Project Manager

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: Burns & McDonnell Engineering Company, Inc.

By: _____

Printed Name: _Darin Brickman, P.E.__

Title: Vice President__

Date: _____

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

Exhibit A
Joplin Interceptor Project Flow Metering
City of Joplin, Missouri
Public Works Department
August 24, 2023

Joplin, Missouri ("CITY") developed a hydraulic and hydrologic model previously and wishes to conduct flow metering and modeling updates near the area of the recently completed Baker's Branch project, in the area adjacent to a satellite community and in the area of the Joplin Interceptor. The CITY desires to install flow meters within the three areas to understand the impacts of recent work on the sanitary sewer system.

Burns & McDonnell Engineering Company, Inc. ("ENGINEER") proposes the following Scope of Work for the 2023 Flow Metering, Analysis and Model Updates, to be performed in accordance with the terms and conditions of the Agreement for Professional Services. This scope of services is prepared for the post-rehabilitation rainfall dependent inflow and infiltration (RDII) evaluation, for nine (9) flow meters and the existing model update with up to four (4) meters.

Scope of Work

This is the initial scope of work to further define the project. Optional Services will be issued as either an addendum to the Work Authorization or as an independent Work Authorization to the Agreement.

Task 1 – PROJECT MANAGEMENT

ENGINEER will conduct project management activities in accordance with the scope items outlined in tasks 2 and 3 including preparing and administering invoices for the work complete. There are no project meetings accounted for in this scope of services.

Task 2 – FLOW METERING

ENGINEER will perform a desktop review of existing infrastructure and determine preliminary locations for the installation of nine (9) flow meters and four (4) rain gauges within the Joplin Interceptor. Preliminary locations will be verified with the CITY.

ENGINEER will conduct site investigations for the proposed nine (9) flow meters and four (4) rain gauge locations and propose final installation locations as needed. ENGINEER will document the final installation location and details.

ENGINEER will install nine (9) flow meters and four (4) rain gauges at the final installation locations determined in the previous task for sixty (60) days. ENGINEER will perform two monthly maintenance site visit to each metering location.

Optional Services (to be performed under a separate authorization or an amendment to this authorization):

ENGINEER will perform flow metering and rainfall monitoring for an additional thirty (30) days as agreed upon with the CITY and conduct one (1) additional monthly maintenance site visit.

Following completion of the flow metering and rainfall monitoring activities, ENGINEER will remove all flow meters and rain gauges. All data will be provided to the CITY.

Task 3 – FLOW ANALYSIS AND HYDRAULIC MODEL UPDATE

ENGINEER will perform dry and wet weather flow analysis, wastewater hydraulic modeling and wastewater collection system analysis, and provide an executive summary of the wastewater model results and documentation of the analysis performed. The scope of services for Task 3 is as follows.

3.1 DRY AND WET WEATHER FLOW ANALYSIS

3.1.1 The collected data from nine (9) flow meters will be analyzed to extract the average daily dry weather flow (ADDF), and dry weather diurnal profile for each flow meter basin.

3.1.2 The collected rain gauge data for 2023 will be used to identify independent, representative, and unique rainfall events within the flow metering period and the associated sewer system response to those events. In order to identify a sufficient pool of rainfall events for wet weather calibration and verification, it is anticipated that up to five (5) rain events will be used, as available. Adequate rain events for wet weather calibration and verification must be large enough to produce a recognizable, causal response in the wastewater collection network.

3.1.3 Inflow, infiltration, and groundwater influences will be estimated from the aggregate flow meter data.

3.1.4 The RDII will be extrapolated to the NRCS 1-year, 6-hour and 5-year, 6-hour design assessment storm.

3.1.5 The quantified RDII will be compared to the pre-construction I/I analysis completed in the 2017 Inflow and Infiltration Strategic Plan.

3.2 WASTEWATER HYDRAULIC MODEL

The City's previously developed and calibrated sewer system hydraulic model will be used as the basis for this task.

The model update will focus on the rehabilitated Baker's Branch basin to capture the RDII flow and volume reduction due to the rehabilitation. The updated hydraulic model will then be used to determine incremental and cumulative downstream impacts on the City's sewer system.

3.2.1 Dry weather flow responses in the basin will be validated and updated as necessary using the information from Task 3.1.1.

3.2.2 Wet weather calibration will use up to three (3) different observed rain events at each of the four (4) flow meters. Wet weather calibration will be attempted at each flow meter location within the hydraulic model to within +/- 10-percent or +/- 2.0-MGD of peak wet weather flow. Wet weather calibration will be conducted for up to four (4) flow meters.

3.2.3 Wet weather verification will be conducted at each of the four (4) flow meter locations with the same tolerances as for wet weather calibration. Different rain events will be used for verification as used for wet weather calibration. Wet weather verification will include one rainfall at each of the four (4) wet weather calibration locations.

3.3 WASTEWATER COLLECTION SYSTEM ANALYSIS

This task will evaluate the City's wastewater collection system responses to the 5-year, 6-hour assessment storm and evaluate the needed extent and the size of the proposed relief sewer at M11-145.

3.3.1 The calibrated hydraulic model and the NRCS 5-year, 6-hour assessment storm will be used to evaluate the collection system response. System assessment will identify locations within the existing wastewater collection system where the model predicts Level of Service (LoS) deficiencies as defined in the Joplin Sewer Model Study dated November 2018.

3.3.2 Evaluate the extent and size of the relief sewer proposed at M11-145.

3.4 DOCUMENTATION OF EVALUATION

Documentation of the efforts completed in this scope of work will be as follows:

3.4.1 A draft report will be submitted to the City to document flow analysis results, model update, and system assessment evaluations.

3.4.2 A final report will be submitted to the City to document flow analysis results, model update, and system assessment evaluations five months following the date the flow meters are installed.

EXHIBIT C - CONSULTANT'S FEE

Engineering Fee Schedule

Joplin Interceptor Flow Metering and Flow Analysis

BURNS McDONNELL

Description of Work		Hours	Labor	Expenses	Subtotal
Task 1 - Project Management and Meetings		40	$10,120	$300	$10,420
Subtotal Task		***40***	***$10,120***	***$300***	***$10,420***
Task 2 - Perform Flow Metering					
2 Flow Metering	Conduct flow metering at 9 Sites and rainfall monitoring at 4 sites for 60 Days	185	$41,760	$43,236	$84,996
Subtotal Task		***185***	***$41,760***	***$43,236***	***$84,996***
Task 3 - Perform Flow Analysis					
3.1 Dry and Wet Weather Flow Analysis	Perform Pre/Post Flow Analysis for up to nine (9) flow meters	136	$27,840	$1,020	$28,860
3.2 Wastewater Hydraulic Model	Update the current model with up to four (4) flow meters	82	$17,720	$620	$18,340
3.3 Wastewater Collection System Analysis	Stress test wastewater collection system and evalaute relief sewer	72	$15,640	$540	$16,180
3.4 Documentation of Evaluation	Executive summary documenting evaluation	122	$25,760	$920	$26,680
Subtotal Task		***412***	***$ 86,960***	***$ 3,100***	***$ 90,060***
ESTIMATED ENGINEERING FEE		**637**	**$ 138,840**	**$ 46,636**	**$ 185,476**

Exhibit B

Schedule of Hourly Rates and Expenses

Position Classification	Classification Level	Hourly Billing Rate
General Office*	5	$71.00
Technician*	6	$90.00
Assistant*	7	$109.00
	8	$148.00
	9	$177.00
Staff*	10	$196.00
	11	$213.00
Senior	12	$238.00
	13	$260.00
Associate	14	$267.00
	15	$269.00
	16	$271.00
	17	$275.00

Unit Cost Rates

Description	Unit Cost
Flow Meter Installation	$500.00/each
Flow Monitoring (minimum 5 meters)	$70.00/meter-day
Rain Gauge Monitoring	$15.00/gauge-day

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2023, and are subject to revision thereafter.

Joplin Meter Locations 2023

K07-160

Joplin Creek Interceptor

M09-235

M09-255

Public Works RG

P07-158

Q07-115

P08-225

Royal Heights/Bakers Branch Interceptor Area

ARPA Wastewater Project Area

M11-145

Toner Connection RG

Duquesne storm shelter

U11-15/DW1

DW2

Lone Elm

Zora

Zora St

Ozark Christian College

Joplin First Church

Rangeline Golf Center Inc

Northview Dr

Jakes Rd

E Zora St

Dahlia Ln

Newman Rd

E Newman Rd

Ozark Cemetery

Missouri Southern State College

Northpark Mall

Duquesne

Transport Industries Corp

Harmony Grove

Blessing Hospital

Duenweg

Duenweg School

Industrial Developement Authority

County of Jasper/City of Joplin, Mis

CB2023-148 Exhibit Map
City of Joplin - Department of Public Works, Engineering Division

Legend

- MeterLocations2023
- Sewer
- Rain Gauges

0 0.25 0.5 1 Miles

N

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-149 Construction Agreement between the City of Joplin and G&G Construction Co., Inc. for Construction services on the Turkey Creek Wastewater Treatment Facility (WWTF) Leachate Aerial Crossing.

MEETING DATE
September 5, 2023

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2023-149; Agreement; Bid Summary; Location Map

REVIEWED BY
Director of Public Works: Daniel Johnson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; Assistant City Manager: Tony Robyn; City Manager: Nicholas Edwards

SUMMARY
Summary sheet This Council Bill authorizes the City Manager or his designee to enter into an agreement with G&G Construction Co., Inc. in the to be contracted amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) for construction services on the Turkey Creek WWTF Leachate Aerial Crossing project.

BACKGROUND
This agreement consists of the removal and replacement of concrete piers supporting an aerial sewer crossing including streambank improvements with rip-rap, armored embankment, seeding and mulching, and miscellaneous site work. Streambank improvements are included to prevent future erosion and bank failures around the aerial crossing.
In accordance with the City of Joplin's procurement policies, a request for bid proposal was advertised in the Joplin Globe on June 28th, 2023, and bids were received by the City on July 18th, 2023. Three bids were received, with G&G Construction being the apparent low bidder. The bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed.

FUNDING SOURCE
Sanitary Sewer

RECOMMENDATION
Staff recommends approval of Council Bill 2023-149, Construction Agreement between the City of Joplin and G&G Construction for Construction services for the Turkey Creek Wastewater Treatment Facility (WWTF) Leachate Aerial Crossing in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) on an emergency basis, in that said ordinance provides for public improvements and is an emergency per section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill as an emergency will allow the contractor to enter into agreements for material orders sooner, to lessen the chance for delays to the project due to supply chain issues.

COUNCIL BILL NO. 2023-149 ORDINANCE NO.

AN ORDINANCE approving the City of Joplin to enter into an agreement with G&G Construction Co., Inc. in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) for construction services on the Turkey Creek Wastewater Treatment Facility Leachate Aerial Crossing project and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the City enter into an agreement with G&G Construction Co., Inc. in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 Dollars ($110,991.80) for construction services on the Turkey Creek WWTF Leachate Aerial Crossing project, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

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

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the contractor shall be paid from the Sanitary Sewer fund.

Section 4. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill as an emergency will allow the contractor to enter into agreements for material orders sooner, to lessen the chance for delays to the project due to supply chain issues.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2023, by a vote of_____.

_____

ATTEST: Douglas W. Lawson, Mayor

_____

Holly Nagy, City Clerk

Council Bill 2023-149

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____
Leslie Haase, Director of Finance

BID SUMMARY

PROJECT: Turkey Creek Wastewater Treatment Facility (WWTF) Leachate Aerial Crossing

DATE OF BID OPENING: July 18, 2023 @ 10:00 am

CONTRACTOR	BID
G&G Construction	$ 110,991.80
McClanahan Construction	$ 143,200.00
Sprouls Construction	$ 295,700.00
Engineering Estimate	$ 155,000.00

SECTION 00 52 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT
BETWEEN
CITY OF JOPLIN AND

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: G&G Construction Company, Inc. Address: 641 E. Java Street Carthage, MO 64836	
Attention:		Attention: Curtis Garner	
Department:		Phone: 417-358-7898	Fax: 417-358-7699
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Turkey Creek WWTF Leachate Aerial Crossing

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 270 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice 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 Street, Joplin, MO 64801

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, 2023, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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. Contractor 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 Contractor, its employees, officers or agents. Contractor 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 DOLLARS ($110, 991.80) (full amount of contract) conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Proposal
g. Statement of Bidder's Qualifications
h. Acknowledgment
i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of One Hundred Ten Thousand Nine Hundred Ninety-One and 80/100 DOLLARS ($110, 991.80), said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the

Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized

alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

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

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 therefor.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

CONTRACTOR:

By: G&G Construction Company, Inc.

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Daniel Johnson, P.E.
Public Works Director

Turkey Creek WW



COUNCIL BILL NO. 2022-609 ORDINANCE NO.

AN ORDINANCE approving the applications of MO-KAN Dragway for marketing 2024 race events, Midwestern Built CrossFit for Monster Games, Joplin Disc Golf Club for the 19th Annual Four States Open, Mother Road Mayhem for the Mother Road Mayhem truck show, Joplin Esports Booster Club, for their Eagles Lair III and Eagles Lair IV, Twin Hills Golf and Country Club for the NJCAA (National Junior College Athletic Association) Men's Division 2 Golf National Championship, and the American Youth Golf Association Tournament, Ozark Christian College for marketing their 2024 conference series, Active Lifestyle Events Inc. for the 2024 Joplin Memorial Run, Heartland Concert Band for Community Band Outdoor Picnic, North Heights Neighborhood for North Heights Porchfest 2024, Neosho Arts Council for ArtCon 2024, Historic Murphysburg Preservation, Inc for a tour booklet for Murphysburg Historic Places, JOMO Pride, Inc. for JOMO PrideFest, Emancipation Celebration Committee for the 2024 Emancipation Celebration, and the Freedom of Flight Museum for a 2024 Marketing Campaign for utilization of FY2024 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000; authorizing the City Manager to execute appropriate agreements with each such organization for the utilization of such funds and containing an emergency clause.

WHEREAS, the voters of the City of Joplin approved an increase in the Occupational License Tax for transient sleeping accommodations at an election held on November 7, 2000; and,

WHEREAS, pursuant to the provisions of Ordinance No. 2000-148, a portion of said funds are to be utilized for festivals or celebrations intended to attract visitors from the region to the City and other related activities in the City; and,

WHEREAS, the Convention & Visitors Bureau Advisory Board established an application procedure and reviewed the applications of numerous organizations, and have recommended to the Council those certain festivals, celebrations, events, and attractions be funded utilizing a portion of said proceeds; and,

WHEREAS, after having a Public Hearing thereon, as required by said ordinance, the Council of the City of Joplin desires to utilize a portion of the proceeds from said tax in accordance with the recommendations of the Convention & Visitors Bureau Advisory Board.

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

Section 1. That the applications of Marketing for the 2024 Racing Season, MO-KAN Dragway, 2024 Marketing Campaign, in the amount of Six Thousand dollars ($6,000); Monster Games 2024, Midwestern Built CrossFit, July 26-28, 2024, in the amount of Fourteen Thousand dollars ($14,000); 19th Annual Four States Open, Joplin Disc Golf Club, September 27-29, 2024, in the amount of Three Thousand Five Hundred dollars ($3,500); Mother Road Mayhem truck show, Mother Road Mayhem, May 3-5, 2024, in the amount of Seven Thousand Five Hundred dollars ($7,500); Eagles Lair III and Eagles

Lair IV, February 10-11 and August 31-September 1, 2024 respectively, by the Joplin Esports Booster Club (Joplin High School), in the amount of Three Thousand dollars ($3,000) each; the NJCAA (National Junior College Athletic Association) Men's Division 2 Golf National Championship, and the American Youth Golf Association Tournament, May 19-24 and August 7-11, 2024 respectively, both by Twin Hills Golf and Country Club, in the amount of Five Thousand dollars ($5,000) each; Marketing Campaign, Ozark Christian College, 2024 Conference Series, in the amount of Seventeen Thousand Five Hundred dollars ($17,500); Joplin Memorial Run, Active Lifestyle Events Inc., May 17-18, 2024, in the amount of Five Thousand dollars ($5,000); Community Band Outdoor Picnic, Heartland Concert Band, June 22, 2024, in the amount of Two Thousand dollars ($2,000); North Heights Porchfest, North Heights Neighborhood, October 4-5, 2024, in the amount of Two Thousand dollars ($2,000); ArtCon 2024, Neosho Arts Council, February 3, 2024, in the amount of Three Thousand Five Hundred dollars ($3,500); Historic Places Tour Booklet of Murphysburg, Historic Murphysburg Preservation, Inc., Marketing Project 2024, in the amount of Three Thousand dollars ($3,000); JOMO PrideFest, JOMO Pride, Inc., September 6-8, 2024, in the amount of Eight Thousand Five Hundred dollars ($8,500); Emancipation Celebration, Emancipation Celebration Committee, August 2-4, 2024, in the amount of Three Thousand dollars ($3,000), and Museum Promotions, Freedom of Flight Museum, marketing project 2024, in the amount of Three Thousand Two Hundred and Fifty dollars ($3,250) for utilization of FY2024 Festivals and Celebrations support pursuant to Ordinance No. 2000-148, as authorized by the voters on November 7, 2000, be and the same are hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute appropriate Agreements, by and on behalf of the City of Joplin, with each said organization for the expenditure of said funds in accordance with the recommendation of the Joplin Convention & Visitors Bureau Advisory Board and, in accordance with Ordinance No. 2000-148.

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

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

of _____, 2023, by a _____vote.

_____

Douglas W. Lawson, Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

I hereby certify that sufficient funding is available in the CVB Fund, Accounts No. 105-4080-560-7505, to pay the grant amounts awarded.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN

COUNCIL AGENDA ITEM

ITEM:

Council Bill No. 2023-609 - Approves the Joplin Convention & Visitor Bureau's grant funding distribution for FY2024 related to special events, festivals, and celebrations.

MEETING DATE:

September 5, 2023

ORIGINATING DEPARTMENT:

Convention & Visitors Bureau

REVIEWED BY:

Director of Convention & Visitors Bureau-Patrick Tuttle, Director of Finance-Leslie Haase, City Attorney-Peter Edwards, City Manager-Nicholas Edwards

SUMMARY REQUEST:

This Council Bill approves the Joplin Convention & Visitor Bureau's (JCVB) grant distribution for FY2024 special events, festivals, and celebrations. Funding comes from a portion of the Occupational License Tax (Hotel/Motel tax) monies collected resulting from Ordinance No. 2000-048 as authorized by the City of Joplin voters on November 7, 2000.

BACKGROUND:

The purpose of this JCVB grant program is to assist qualified organizations with promoting tourism activities striving to directly increase hotel/motel occupancy and create positive image building for Joplin. Qualifying applicants must meet the following criteria:

- Not-for-profit and For-profit organizations may apply
- Events must be held between November 1, 2023 & October 31, 2024
- Events must be held within 20 miles of Joplin city limits
- Events must be open to the general public

At their June and July meetings, the Joplin Convention & Visitors Bureau Advisory Board reviewed the FY2024 JCVB Grant applications and heard from the requesting organizations. At the conclusion of the July meeting, they determined funding allocations, where appropriate, and how much. At each of these meetings, the board heard from each applicant, which included a 5-minute presentation and 5-minute Q&A. Board members received digital copies of all applications before the meetings.

Nineteen (19) applications from seventeen (17) organizations, totaling $267,614 in funding requests were received. Funding for the grant program is capped at $140,000. Up to $130,000 is awarded through the initial grant process, with $10,000 kept in reserve and awarded throughout the fiscal year, in smaller amounts, by the CVB director.

In their review, the board considered many factors, including an event's tourism draw, potential room nights, growth potential, previous funding and reporting standards, overall appeal, and community development.

Applications are worth a total of 100 points, with a 60-point benchmark being the strongest funding measurement. Each board member scored the applications individually, the hi/low scores were removed, and all were ranked by the average score received.

Scoring criteria included the ability to increase event attendance, the ability to attract new visitors to Joplin (from 70 miles+ (one-way) outside the market, and retain a visitor in this area (for at least 3 hours), the ability to generate overnight stays marketing efforts shown to be 40% or more on a digital platform, event scheduled during low-occupancy time of year, show projected growth based on previous year's post-event summary, and the overall composition and impression of grant application. Following the scoring and ranking of all applications, the advisory board members discussed each application and made final funding decisions.

Following the scoring and ranking of all applications, the advisory board members discussed each and made final funding decisions.

FUNDING SOURCE:

The CVB Grant funding comes from a dedicated portion of the JCVB annual budget. It is 100% funded from the Lodging Tax. No portion of the General Fund or any other revenue stream is used.

RECOMMENDATIONS:

The Joplin Convention & Visitors Bureau Advisory Board respectfully submits the following grant funding recommendations from the FY2024 JCVB Budget:

1. Marketing the 2024 race season, MO-KAN Dragway, 2024 Marketing Campaign, in the amount of Six Thousand dollars ($6,000).

2. Monster Games 2024, Midwestern Built CrossFit, July 26-28, 2024, in the amount of Fourteen Thousand dollars ($14,000).

3. 19th Annual Four States Open, Joplin Disc Golf Club, September 27-29, 2024, in the amount of Three Thousand Five Hundred dollars ($3,500).

4. Mother Road Mayhem truck show, Mother Road Mayhem, May 3-5, 2024, in the amount of Seven Thousand Five Hundred dollars ($7,500).

5. Eagles Lair III, Joplin Esports Booster Club (Joplin High School), February 10-11, in the amount of Three Thousand dollars ($3,000).

6. Eagles Lair IV, Joplin Esports Booster Club (Joplin High School), August 31-September 1, 2024, in the amount of Three Thousand dollars ($3,000).

7. NJCAA (National Junior College Athletic Association) Men's Division 2 Golf National Championship, Twin Hills Golf and Country Club, May 19-24, 2024, in the amount of Five Thousand dollars ($5,000).

8. American Youth Golf Association Tournament, Twin Hills Golf and Country Club, August 7-11, 2024, in the amount of Five Thousand dollars ($5,000).

9. Marketing Campaign, Ozark Christian College, 2024 Conference Series, in the amount of Seventeen Thousand Five Hundred dollars ($17,500).

10. Joplin Memorial Run, Active Lifestyle Events Inc., May 17-18, 2024, in the amount of Five Thousand dollars ($5,000).

11. Community Band Outdoor Picnic, Heartland Concert Band, June 22, 2024, in the amount of Two Thousand dollars ($2,000).

12. North Heights Porchfest, North Heights Neighborhood, October 4-5, 2024, in the amount of Two Thousand dollars ($2,000).

13. ArtCon 2024, Neosho Arts Council, February 3, 2024, in the amount of Three Thousand Five Hundred dollars ($3,500).

14. Historic Places Tour Booklet of Murphysburg, Historic Murphysburg Preservation, Inc., marketing project 2024, in the amount of Three Thousand dollars ($3,000).

15. JOMO PrideFest, JOMO Pride, Inc., September 6-8, 2024, in the amount of Eight Thousand Five Hundred dollars ($8,500).

16. Emancipation Celebration, Emancipation Celebration Committee, August 2-4, 2024, in the amount of Three Thousand dollars ($3,000).

17. Museum Promotions, Freedom of Flight Museum, Marketing Project 2024, in the amount of Three Thousand Two Hundred and Fifty dollars ($3,250).

- With the application from the MSSU Campus Activities Board, the CAB Concert to be held on May 3, 2024, the Advisory Board directed the CVB director to work with that organization to determine a more specific means of support for the event than what was applied for.
- The application from Dragon's Brook for their October Dragons Brook Renaissance Faire was withdrawn by the organization before the grant application reviews. The application was not scored, and the organization received no funding recommendation.

These recommendations represent $94,750 of the $140,000 budgeted for the FY2024 grant program. The balance of $45,250 of this fund will be allocated throughout the fiscal year following the same application guidelines.

Staff recommends approval of this council bill on an emergency basis.

ATTACHMENTS:

Council Bill No. 2023-609

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2023-139; Agreement and Work Authorization with Allgeier, Martin, and Associates for professional engineering services for the 20th & Malang Lift Station Improvements project.

MEETING DATE
September 5th, 2023

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2023-139; Agreement and Work Authorization.

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City Manager or his designee to approve an agreement and work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services for the 20th & Malang Lift Station Improvements project.

BACKGROUND
The 20th and Malang lift station was completed in May of 2018 to accommodate the development projects that were currently in design or construction, per the requirements of the grant that financed the infrastructure. Staff knew that the lift station's capacity would need to be increased periodically to meet demand. Currently, Ledford Construction is building Phase 2 out of the 6 planned phases of the Eagle's Edge subdivision; early this year, Council approved the voluntary annexation and some re-zoning associated with the Wildwood Ranch subdivision, which proposes a total of 272 residential lots, along with four commercial parcels. With all these development projects taking place, staff have determined that now is the appropriate time to design the upgrades to the 20th and Malang lift station; see the Exhibit map for reference. This work authorization directs AMA to design the improvements aimed at meeting long-term wastewater pumping needs. AMA was selected as the most qualified on-call consultant because of their familiarity with this lift station, as indicated within the 2020 Wastewater Facilities Plan. The consultant's fees are within industry standards for design and bidding.

FUNDING SOURCE
Sanitary Sewer Fund

RECOMMENDATION
Staff recommends approval of this Council Bill on first reading.

COUNCIL BILL NO. 2023-139 **ORDINANCE NO**

AN ORDINANCE approving a work authorization with Allgeier, Martin, and Associates in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin.

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

Section 1. That the work authorization with Allgeier, Martin, and Associates, in the not to exceed amount of Four Hundred Ninety-Five Thousand and 00/100 Dollars ($495,000.00) for professional engineering services associated with the 20th & Malang Lift Station improvements project on behalf of the City of Joplin; A true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same is hereby approved.

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

Section 3. That upon final approval and acceptance of Allgeier, Martin, and Associates work under said contract, in substantial conformance with the attached work authorization, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, Allgeier, Martin, and Associates., shall be paid from the Sanitary Sewer Fund.

Passed by the Council of the City of Joplin, Missouri, this_____day of

_____, 2023 by a_____vote.

_____
Douglas W. Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2023-139 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for this project.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc. Address: 7231 East 24th Street, P.O. Box 2627 Joplin, MO 64804	
Attention: Mr. Chris Parker Sanitary Sewer Engineer		Attention: Mr. Chris Erisman, P.E. First Vice President	
Department: Public Works		Phone: 417-680-7200	Fax:
Phone: 417-624-0820 x 584	Fax: 417-625-4738	Project: 20th and Malang LS Improvements 2023-Design & Easm Acq	

WORK AUTHORIZATION NUMBER AMA-OC-023-012
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 A*.

2. Addition to Services. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in *Exhibit A*, 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 the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as *Exhibit A*.

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 always keep track of the number of hours billable under this contract; and any work more than 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 AMA-OC-023-012 exceed the sum of Four Hundred Ninety Five Thousand and 00/100 Dollars ($495,000).

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 always maintain adequate insurance coverage 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, 2023, 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 attorney's 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 Three Million Two Hundred Fifty Eight Thousand Three Hundred Sixty Eight and no/100 Dollars ($3,258,368.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Eighty Eight Thousand Seven Hundred Fifty Five and no/100 Dollars ($488,755.00) 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 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 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

_____
Name & Title of Staff Project Manager

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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Chris Erisman

Title: First Vice President

Date: 06/30/2023

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC-23-012 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with the 20th and Malang Lift Station Improvements 2023)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional planning, design, bidding, construction phase, and resident project representation services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the planning, design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Addition of pumps and possibly electrical and storage modifications to increase pumping capacity at the existing 20th and Malang lift station in the City of Joplin.

1.1.3.2 Design of the addition and/or replacement of approximately 17,625 LF of 14-inch diameter force main from the existing 20th and Malang lift station, south to the existing City of Joplin Shoal Creek Wastewater Treatment Facility.

1.1.3.3 Right-of-Way/Easement Acquisition services for the project, if desired by the OWNER. It is estimated that up to 18 separate properties will need easements/right-of-way acquired in order to construct the project.

1.2 Planning and Design Phases.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Right-of-Way/Easement Acquisition

ENGINEER shall provide the following services in association with Right-of-Way/Easement Acquisition services as follows:

1.3.1 Review and understand right of way and engineering construction plans.

1.3.2 Attend public meetings on proposed projects at the request of city staff.

1.3.3 Set up and maintain right of way acquisition file for each parcel.

1.3.4 Send appropriate notices to property owners as required by funding source and city policy.

1.3.5 Prepare legal documents using standard right-of-way and easement forms.

1.3.6 If an appraisal is found to be necessary, review appraisal information and send certified letter of offer to each property owner.

1.3.6.1 Property appraisals shall be completed by an appraiser as selected by the OWNER and not be included as part of this scope of work. Any required appraisals, if determined necessary, may be provided by the ENGINEER, at the direction of the OWNER, as an additional service.

1.537 Contact owners and arrange on site or office meetings to review project or compensation details.

1.3.8 Prepare a detailed Negotiation's Report for each property. Report will include property owner information, all contacts, attempted contacts, or other related activity.

1.3.9 Review counter offers, special requests or conditions with project manager.

1.3.10 Once an agreement has been reached, consultant will obtain signatures and provide notary services for each required document.

1.3.11 Signed documents shall be forwarded to the OWNER for appropriate approval, payment processing, and recording.

1.3.12 Arrange for payments, if any, by the OWNER to property owners in exchange for said easements. ENGINEER shall deliver said payment to property owner.

1.3.13 In the event that negotiation for easements is unsuccessful after three attempts, provide to the OWNER a prepared report of negotiations and the remainder of the file to allow the OWNER to decide the course of future action.

1.3.14 Attend commissioners viewing, testify in court during condemnation proceedings as directed by legal department. Court testimony or attendance at meetings required or requested as part of the condemnation process shall be provided by the ENGINEER as an additional service.

1.3.15 The right-of-way/easements shall be procured in accordance with the requirements of the Uniform Relocation Act.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 300 consecutive calendar days from that date.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: "RATE SCHEDULE 2023-2025"; with a total compensation ceiling of $495,000 as set forth in Work Authorization Number AMA–OC-23-012 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services Planning and Design Phase Engineering Services (Paragraphs 1.1.3.1 and 1.1.3.2 and 1.2.1 through 1.2.9)	$445,000
Right-of-Way/Easement Acquisition (Paragraphs 1.1.3.3 and 1.3)	$50,000
Total Estimated Maximum Fee – All Services	$495,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2023, 2024 and 2025

LABOR RATES

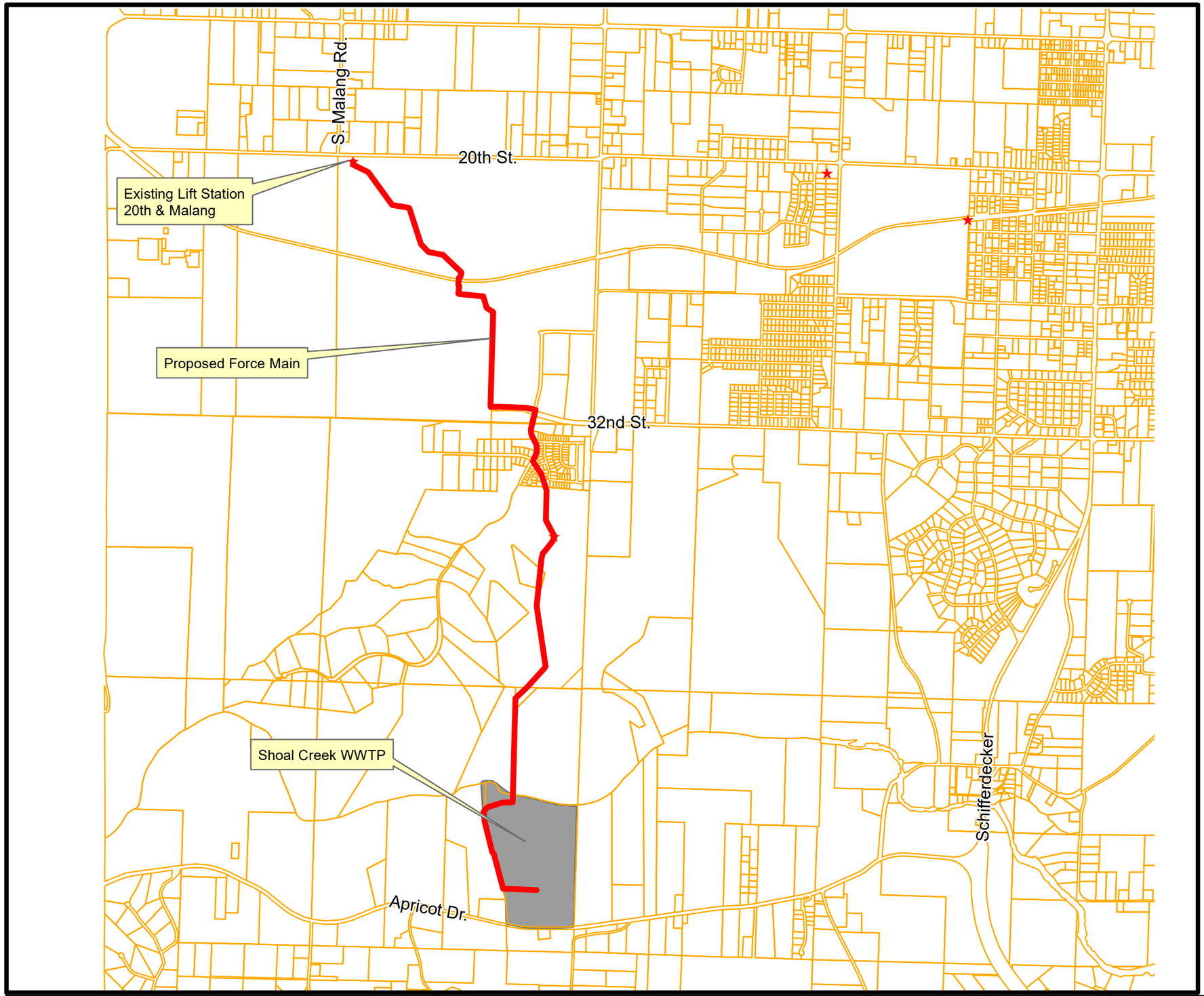
Classification	Hourly Billing Rate 01/01/2023 thru 12/31/2023	01/01/2024 thru 12/31/2024	01/01/2025 thru 12/31/2025
Principal/Engineer VI	$279	$289	$302
Principal/Engineer V	$248	$257	$269
Principal/Engineer IV	$225	$233	$243
Principal/Engineer III	$207	$215	$224
Project Manager/Engineer II	$184	$190	$199
Project Manager/Engineer I	$167	$173	$181
Technician IV	$152	$157	$164
Technician III/GIS Specialist	$152	$157	$164
Technician III	$129	$133	$139
Technician II	$115	$119	$125
Technician I	$109	$112	$118
Two-Man GPS Survey Crew	$213	$220	$230
One-Man GPS Survey Crew	$167	$173	$181
Three-Man Survey Crew	$232	$240	$251
Two-Man Survey Crew	$184	$190	$199
Registered Land Surveyor II	$196	$203	$212
Registered Land Surveyor I	$173	$179	$187
Survey Crew Member	$88	$91	$95
Right of Way Specialist	$134	$139	$145
Project Representative III	$129	$133	$139
Project Representative II	$115	$119	$125
Project Representative I	$106	$110	$115
Secretary/Assistant	$88	$91	$95
Print Specialist	$88	$91	$95

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.65 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2



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Allgeier, Martin and Associates, Inc.
Consulting Engineers and Surveyors
7231 E. 24th Street Joplin, Mo. 64804

Proposed 20th & Malang LS Improvements and Force Main

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 5, 2023

Council Bill No.: 2023-284
Item: Agreement with Missouri Department of Transportation
Originating Department: Planning, Development and Neighborhood Services

Attachments: 1) 2024 Unified Planning Work Program (UPWP)
2) Consolidated Planning Grant (CPG) Agreement
3) Copy of Council Bill

PD&NS Director: Troy Bolander	Date:
Public Works Director: Dan Johnson	Date:
Finance Department: Leslie Jones	Date:
City Attorney: Peter C. Edwards	Date:
City Manager: Nicholas Edwards	Date:

Recommended Action: Approval of Contract Agreement between the City of Joplin and Missouri Department of Transportation for Federal Transportation Planning Assistance.

SUMMARY:

This is an annual agreement between the Missouri Department of Transportation and the City of Joplin for Federal Transportation Planning Assistance. The purpose of this agreement is to allow the Joplin Metropolitan Planning Organization (whereas the City of Joplin is the designated recipient of the assistance) to receive monetary support to complete transportation planning duties and projects that are eligible for federal financial assistance.

The City will receive an 80% reimbursement of expenses. This year's expenses will total no more than $850,233. The reimbursement consists of $681,187 in Federal Consolidated Planning Grant Funds and $79,532 in FTA Section 5307 funding. The City will pay 20% of the project costs incurred to a maximum of $188,929 to draw down the Federal assistance.

Attached is the 2024 Unified Planning Work Program (UPWP) that provides details on the planning projects that will be conducted during the next fiscal year. The Joplin Area Transportation Study Organization (JATSO) is the designated MPO with the responsibility of providing transportation policy and overseeing the federal transportation planning process for the Joplin region.

FUNDING SOURCE

Federal Consolidated Planning Grant Funds:	$681,187
Federal Transit Administration Section 5307 Funds:	$79,532
Joplin Transportation Sales Tax (match):	$188,929

RECOMMENDATION:

Staff recommends approval of this annual agreement with the Missouri Department of Transporation, so the MPO can carry out their transportation planning activities.

JOPLIN AREA

Transportation Study Organization

Fiscal Year 2024 Unified Planning Work Program

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Approved by the JATSO Policy Board on _____

Introduction

Purpose

The Joplin area transportation planning process is an on-going work effort that constitutes the planning work activities developed by the Joplin Area Transportation Study Organization (JATSO) staff. The purpose is to analyze and evaluate various types of data (such as demographic, socio-economic, land use and scientific) to provide a rational basis for making short-range and long-range decisions about transportation needs in the Joplin metropolitan area. The planning process identifies present and future needs, and develops plans, policies, and projects to carry out objectives identified in the Metropolitan Transportation Plan (MTP). The transportation planning process is required by federal regulations as a prerequisite to the receipt of federal capital and operating assistance. The result from this continuing, cooperative, and comprehensive process will include plans and programs that match and enhance the comprehensively planned development of the metropolitan area. In addition, the planning process and requirements are mandated by the Bipartisan Infrastructure Law (BIL).

Organization

On May 20, 1983, Governor Christopher Bond of Missouri signed the letter of approval designating JATSO as the Metropolitan Planning Organization (MPO) for the Joplin metropolitan area under Title 23 of the U.S. Code. The MPO has designated the City of Joplin as the contracting agent for service agreements involving federal planning funds from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The JATSO organization is governed by the JATSO Policy Board that consists of six members from the City of Joplin, and one member from each of the following organizations: Harry S. Truman Coordinating Council, City of Webb City, City of Carl Junction, MoDOT Southwest District, Newton County, and Jasper County. The Harry S. Truman Coordinating Council is the local regional planning commission and represents smaller villages and unincorporated areas on the JATSO Policy Board. The organization and responsibilities of the various agencies involved in the metropolitan transportation planning process are defined in this Unified Planning Work Program (UPWP), the Memorandum of Understanding, and the JATSO bylaws.

Funding for the UPWP

Funding for the UPWP comes from these sources: FHWA, FTA, the City of Joplin, and local jurisdictions, as applicable. FHWA Planning and FTA Section 5303 funds are combined into one category, called a Consolidated Planning Grant (CPG), and provide 80 percent of the UPWP funds. The Federal planning funds require a 20 percent local match. This local match is provided by the City of Joplin general revenue funding source except where jurisdictions are completing individual planning projects.

Planning Factors

The Federal transportation planning regulations require the metropolitan transportation planning process to be continuous, cooperative, and comprehensive; and that the JATSO UPWP provide for consideration and implementation of projects, strategies, and services that will address the following ten factors:

1. Support the economic vitality of the Joplin metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

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2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase the accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation;
8. Emphasize the preservation of the existing transportation system;
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was signed into law. MAP-21 transformed federal transportation grant programs by establishing new requirements for performance management and performance-based planning and programming to ensure the most efficient investment of federal transportation funds. The Fixing America's Surface Transportation Act (FAST Act) was signed into law in 2015 and continued the performance management and performance-based planning and programming requirements of MAP-21 with minor changes. BIL was signed into law in 2021 which provided for continuation of these requirements. More guidance is expected to come out under BIL. In implementing MAP-21 and the FAST Act, State Departments of Transportation (DOTs), MPOs, and providers of public transportation must

- establish performance targets that reflect the measures;
- report on progress towards achieving those targets; and
- develop performance-based plans implement a performance-based approach to planning and programming.

Eligible Work Activities

There are multiple work activities that are considered eligible for federal transportation planning funds. Eligible work activities must support the JATSO regional transportation planning process.

Public Participation Plan

The purpose for the Public Participation Plan (PPP) adopted in 2016 is to involve the public in the planning process, since the purpose of regional planning is to meet public mobility needs. The PPP outlines a process for the public comments on the MTP, TIP, UPWP, Title VI/ Environmental Justice and at public meetings. See Table 1 for the comment periods required for various MPO work products. A paper copy of the PPP can be acquired at Joplin City Hall, Metropolitan Area Public Transit System (MAPS) office and vehicles, Webb City City Hall, Carl Junction City Hall, and Harry S. Truman Coordinating Council offices. Electronic copies of the PPP, Title VI Plan, and Limited English Proficiency Plan can be found on the City of Joplin website at this link: Public-Participation-Plan (joplinmo.org).

FY 2024 Program Goals

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The annual transportation planning program begins on November 1, 2023, and continues through October 31, 2024. The UPWP is directed toward the continuation and improvement of existing activities and the development of those activities mandated by federal regulations. For fiscal year 2024, JATSO's goals are:

1. Increase community engagement by using the JATSO website, social media, and other online tools to reach as many residents of the JATSO planning area as possible.
2. Maintain and amend the 2022-2025 JATSO TIP in accordance with state and federal standards as necessary.
3. Produce the 2024-2027 JATSO TIP in accordance with state and federal standards.
4. Assess the active transportation network in the JATSO metropolitan planning area (MPA) to find creative opportunities to increase network connectivity and ease of use.
5. Continue to improve the operational and technical capacity of the JATSO metropolitan transportation planning process.

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Task 1 – Program Support and Administration

Objective

JATSO staff will manage the transportation planning program for the metropolitan planning area, conduct public meetings, develop, and administer the UPWP, and attend professional development and training events.

Status

This task is on-going with activities occurring on a day-to-day or on-demand basis.

FY 2023 Work Items Completed

- Amend FY 2023 UPWP as needed
- Submitted UPWP quarterly progress reports and invoices to MoDOT
- Developed the FY 2024 UPWP
- Conducted three public meetings
- Updated the JATSO website with current information and work products
- Participated in monthly coordination meetings with MoDOT
- Participated in the February 2023 Statewide Planning Partner meeting
- Participated in several webinars and Zoom meeting with FHWA and MoDOT
- Participated in Lane Shift Benchmarking tour in northwest Arkansas

- Attended FHWA National Peer Exchange on Freight Resiliency for Climate-related Disruptions in Chicago
- Participated in the Missouri Active Transportation Summit via Zoom
- Updated Title VI Plan

FY 2024 Work Items

- Develop the FY 2025 UPWP
- Make any necessary amendments to the FY 2024 UPWP
- Plan and conduct public meetings in accordance with the PPP
- Maintain and update the JATSO website
- Monitor and update planning documents
- Prepare and transmit quarterly progress reports and invoices to MoDOT
- Participate in MoDOT's district and statewide planning partner activities
- Participate in trainings, webinars, and conferences related to transportation planning as they become available
- Improve office equipment, computer systems, and software as needed.

Public Participation

Any adoption of a UPWP or UPWP amendment will comply with JATSO's Public Participation Plan. This requires a seven (7) day public comment period prior to JATSO meetings and any updates to the UPWP. A news release will be issued and posted to the JATSO webpage in advance of the public meeting.

FY 2024 End Products

- FY 2025 UPWP
- Any necessary amendments to the FY 2024 UPWP
- Four (4) quarterly progress reports and invoices submitted to MoDOT
- Meeting attendance and coordination with MoDOT

Schedule for Completion

This work is ongoing throughout the fiscal year.

Task 1 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$115,181	$92,145	$23,036
Travel Expenses	$2,000	$1,600	$400
Conferences and Seminars	$1,000	$800	$200
Dues and Memberships	$1,100	$880	$220
Office Equipment & Supplies	$500	$400	$100
Total	$119,781	$95,825	$23,956

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Task 2 – Short Range Transportation Planning

Objective

JATSO staff will maintain a fiscally constrained area-wide programmed listing of transportation improvement projects inside the Joplin metropolitan planning area for a four-year period that is consistent with JATSO's metropolitan transportation plan. JATSO updates its TIP every other year.

Status

Staff developed the FY 2022-2025 TIP during FY 2021 for approval by the JATSO Policy Board. FY 2023 work on the TIP will included updates and amendments. FY2024 will see the development of the FY2024-2027 TIP.

FY 2023 Work Items Completed

- Maintained and monitored the projects in the JATSO FY 2022-2025 TIP
- Updated the 2022-2025 TIP as needed
- Prepared the FY 2022 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Voted to support MoDOT performance targets
- Incorporated target measures into the TIP and MTP

FY 2024 Work Items

- Prepare and adopt the FY 2024-2027 TIP
- Amend the FY 2022-2025 TIP as needed
- Prepare the FY 2023 Annual Listing of Obligated Projects
- Coordinate with local jurisdictions on transportation projects to promote regional coordination and cooperation in carrying out planning program activities
- Incorporate performance measures and targets into the TIP and MTP as needed
- Plan and coordinate projects that support JATSO transportation infrastructure
- Conduct Public Meetings for TIP adoption and amendments in accordance with the Public Participation Plan

Public Participation

Prior to adopting a TIP, a public meeting will be held by the Policy Board. A news release will be issued and posted to the JATSO webpage fourteen (14) days in advance of the public meeting. TIP amendments will have a public comment period of seven (7) days. The public is encouraged to formulate comments regarding the TIP document.

FY 2024 End Products

- Board approved FY 2024-2027 TIP
- FY 2023 Annual Listing of Obligated Projects

Schedule for Completion

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Activities will be on-going from November 1, 2023, through October 31, 2024

Task 2 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$63,445	$50,756	$12,689
Total	$63,445	$50,756	$12,689

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Task 3 – Long Range Transportation Planning

Long range transportation planning's purpose is to prepare for the long-term health and growth of the regional transportation system, both motorized and non-motorized. This includes JATSO's Metropolitan Transportation Plan (MTP) and Bicycle and Pedestrian Plan (BPP). Additional tools, studies, and plans that pertain to long-range transportation planning are found in Task 3.

Status

Transportation needs in the JATSO planning area continue to evolve and require more data and tools to provide for transportation planning needs. Two additional studies or assessments are planned for FY 2024, and a payment of the annual invoice for aerial photography and continuation of studies started in FY 2023.

FY 2023 Work Items Completed

- Completed Active Transportation Assessment.
- Webb City maintenance assessment and plan underway.
- Budgeted aerial photography payment.
- Origin and destination study complete.

FY 2024 Work Items

- Continue Freight Assessment into FY24
- Continue Webb City maintenance assessment into FY24.
- Pay annual invoice for aerial photography agreement.

Public Participation

JATSO will work with the consultants on all projects to create robust public engagement plans that comply with the PPP.

FY 2024 End Products

- Complete Webb City maintenance assessment and plan
- In-progress Freight Study

Schedule for Completion

All studies and trainings are expected to be completed by the end of FY 2024.

Task 3 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 42,297	$ 33,838	$ 8,459
Freight Study	$ 180,000	$ 144,000	$ 36,000
Aerial Photography	$ 22,346	$ 17,877	$ 4,469
Webb City Maintenance Assessment	$ 100,000	$ 80,000	$ 20,000
Total	$ 344,643	$ 275,714	$ 68,929

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Task 4 – Transit Planning

Objective

The JATSO staff will provide program and administrative support for the Metropolitan Area Public Transit System (MAPS) and the Sunshine Lamp Trolley system. JATSO staff will conduct long and short-range transit planning responsibilities.

Status

JATSO staff continues with program support and administration.

FY 2023 Work Items Completed

- JATSO staff monitored the MAPS and collected data and information.
- JATSO staff monitored the Sunshine Lamp Trolley system.
- JATSO staff planned for the development of a transfer station and updated trolley routes.

FY 2024 Work Items

- The JATSO staff collects and records transit data and information and reports the data findings to local, state and federal government agencies.
- The JATSO staff use data and information to complete short and long-range planning responsibilities.
- The JATSO staff monitors and analyzes Sunshine Lamp Trolley system.
- Review transit targets and update TAMP plan if necessary.
- The JATSO staff will continue to plan for the development of a transfer station and updated trolley routes with available resources.

Public Participation

The JATSO staff will hold public meetings and gather input in accordance with the Public Participation Plan.

FY 2024 End Products

- The JATSO staff carries out the daily operations of MAPS.
- The JATSO staff provides MoDOT and FTA with necessary transit data and documentation.

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 4 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 99,415	$ 79,532	$ 19,883
Total	$ 99,415	$ 79,532	$ 19,883

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Task 5 – Geographic Information Systems

Objective

JATSO staff will work with the City of Joplin, the Harry S. Truman Coordinating Council, and other local agencies to update and create databases and collect and input data into the JATSO's GIS.

Status

The City of Joplin updates zoning maps within the Joplin corporate boundaries. Census information, other socio-economic data, and additional transportation data of the Joplin area is inserted into JATSO's GIS databases as it becomes available.

FY 2023 Work Items Completed

- Staff maintained and updated street, trail, subdivision, zoning, sewer, flood plain, and ownership GIS layers.
- ArcMap software license was renewed through ESRI
- Maintained and updated GIS layers used by JATSO, MAPS, the Harry S. Truman Coordinating Council and local governments and agencies.
- Annual ESRI licensing fee
- Maintained the GIS website

FY 2024 Work Items

- Maintain and update GIS layers used by JATSO, MAPS, HSTCC, and member local governments and agencies
- Renew annual ESRI ArcMap license
- Maintain the GIS website

FY 2024 End Products

- Updated and maintained GIS layers
- Updated ArcMap software license

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 5 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 70,328	$ 56,262	$ 14,066
ESRI License Update	$ 16,000	$ 12,800	$ 3,200
Total	$ 86,328	$ 69,062	$ 17,266

Task 6 – Safety Planning

Objective

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JATSO staff will work on projects, plans, and other priorities specifically to address safety issues in our planning area. This task is utilizing the 2.5% set aside of Safe and Accessible Transportation Options Planning funds for JATSO. The amount of the 2.5% set aside will be $5,007 for FY 2024.

Status

JATSO is currently planning on additional planning activities that address safety throughout the planning area.

FY 2023 Work Items Completed

- Complete Streets Committee
- Complete Streets Training for elected officials and for the Complete Streets Committee
- Active Transportation Plan approved by Council
- First part of the safety study for the JATSO area is complete.

FY 2024 Work Items

- Include and meet with Complete Streets Committee on projects as needed
- Conduct 2nd part of safety study of JATSO area, meeting Action Plan requirements under the Safe Streets and Roads for All (SS4A) grant.

FY 2024 End Products

- Complete Streets Committee being involved with transportation projects as appropriate and as needed.
- 2nd part of the Safety Study complete for JATSO area, meeting Action Plan requirements of SS4A grant.

Schedule for Completion

Activities will be on-going from November 1, 2023, through October 31, 2024.

Task 6 Budget Breakdown

Budget Item	Total Cost	Federal Share	Local Share
Staff Time	$ 32,288	$ 25,830	$ 6,458
Complete Streets Training	$ 5,000	$ 4,000	$ 1,000
Safety Plan	$ 200,000	$ 160,000	$ 40,000
Total	$ 237,288	$ 189,830	$ 47,458

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Financial Summary Tables

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$ 95,825		$ 23,956	$ 119,781
Short Range Transportation Planning	$ 50,756		$ 12,689	$ 63,445
Long Range Transportation Planning	$ 275,714		$ 68,929	$ 344,643
Geographic Information Systems	$ 69,062		$ 17,266	$ 86,328
Safety Planning	$ 184,823	$ 5,007	$ 46,206	$ 236,036
Total	$ 676,180	$ 5,007	$ 169,046	$ 850,233

Task	5307 Funds	Local Funds	Total
Transit Planning	$79,532	$19,883	$99,415

Source Funding Breakdown

Funding Summary by Source	
Consolidated Planning Grant Funds	$ 681,187
5307 Funds	$ 79,532
Local Match	$ 188,929
Total Funds Allocated	$ 949,648

CPG Balance Tracking

JATSO CPG Balance Tracking

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CPG Balance as of 8/15/23	$	914,032
Estimated FY 2024 allocation	$	259,704
Remaining FY 2023 CPG Funds to be expended	$	(180,294)
CPG Funds Programmed for FY 2024	$	(681,187)
Remaining Unprogrammed Balance	$	312,255

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JATSO Information

Organizational Chart

- Rachel Holcomb, Transportation Planner (1.0 FTE)
- Robert Lolley, Transit Director (1.0 FTE)
- John Gilligan, GIS Coordinator (0.8 FTE)
- Troy Bolander, MPO Staff Director (0.5 FTE)
- Johan Bullington, Planning and Development Assistant Director (0.25 FTE)
- Mallory Wicklund, Finance Budgeting (0.25 FTE)
- Vicki Copeland, Administrative Assistant (0.25 FTE)
- Dakota Rusk, Traffic Engineer (0.25 FTE)
- Dan Johnson, Public Works Director, JATSO Board Chairman (0.1 FTE)
- Vacant, Public Works Assistant Director (0.1 FTE)
- Chad Weller, Public Works Director of Operations (0.1 FTE)
- Rob Beachner, Engineering Project Manager (0.1 FTE)

Employee	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6
Rachel Holcomb	X	X	X			X
Robert Lolley				X		
John Gilligan					X	
Troy Bolander	X	X	X			X
Johan Bullington	X	X	X			X
Mallory Wicklund	X					
Vicki Copeland	X					
Dakota Rusk	X	X	X			X
Dan Johnson	X	X	X			X
Asst. P.W. Dir, Vacant	X	X	X			X
Chad Weller	X	X	X			X
Rob Beachner	X	X	X			X

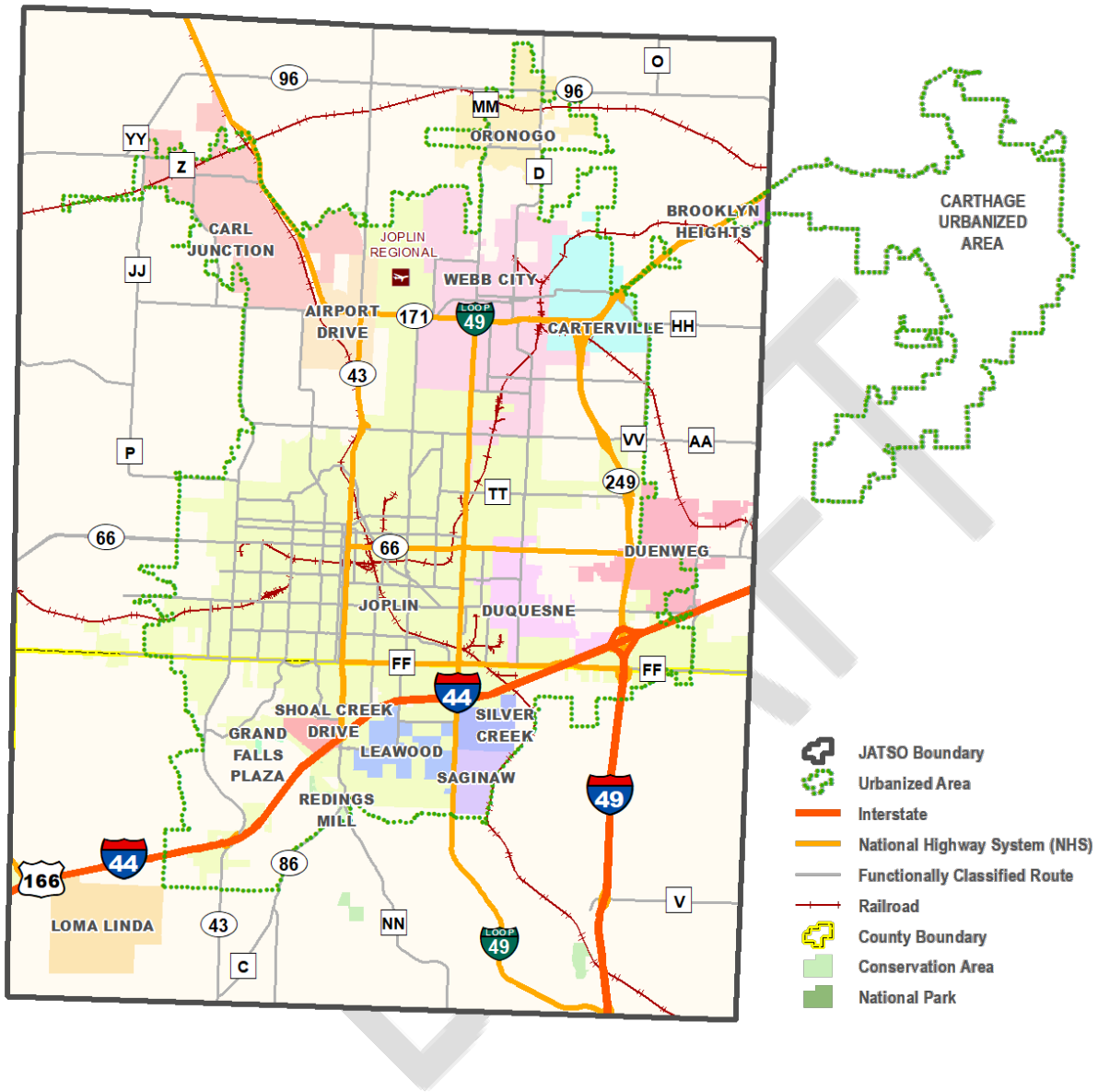
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Voting Members

Name	Agency	Title
Dan Johnson	City of Joplin	Interim Director of Public Works; Chair
Troy Bolander	City of Joplin	Director of Planning; Vice Chair
Chad Weller	City of Joplin	Assistant Director of Public Works – Operations
Vacant	City of Joplin	Assistant Director of Public Works – Engineering
Bart Starkey	City of Joplin	Airport Manager
Robert Lolley	City of Joplin	Transit Director
Carl Francis	City of Webb City	City Administrator
Steve Lawver	City of Carl Junction	City Administrator
Carrie Campbell	Harry S. Truman Coordinating Council	Executive Director
Marvin Morris	Missouri Department of Transportation	Area Engineer
Darieus Adams	Jasper County	Commissioner
Daniel Swem	Newton County	Commissioner
Frank Miller	Missouri Department of Transportation	Southwest District Planning Manager; Alternate
Vacant	Harry S. Truman Coordinating Council	Transportation Planner; Alternate
Dakota Rusk	City of Joplin	Traffic Engineer; Alternate

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JATSO Boundary Map



Designated by Governor Bond in May 1983.

CCO Form: TP01
Approved: 12/93 (GWS)
Revised: 04/21 (BDG)
Modified:

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION PLANNING CONSOLIDATED GRANT AGREEMENT

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

WITNESSETH:

WHEREAS, 23 U.S.C. Sections 104(f) and 134, and 49 U.S.C. Section 5303, provide metropolitan transportation planning funds for metropolitan planning organizations as designated by the Governor of the State of Missouri; and

WHEREAS, the Commission is the state agency designated to receive and dispense both the above named funds to accomplish metropolitan transportation planning in the Joplin urbanized area; and

WHEREAS, the Grantee has been designated by the Governor of the State of Missouri as the local organization to conduct transportation planning for the Joplin urbanized area and to receive and expend the above named funds on its behalf; and

WHEREAS, the Grantee has described the transportation planning work to be carried out and included a complete budget detailing the use of the above named funds in an annually updated Unified Planning Work Program (UPWP); and

WHEREAS, the UPWP is accepted by the Commission, the Grantee, and the United States Department of Transportation (hereinafter, "USDOT"), describing the purposes and funding of all program components to be annually accomplished under this Agreement.

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

(1) PURPOSE AND SOURCE OF FUNDS: The purpose of this Agreement is to assist the Grantee in financing project expenses that are eligible for federal financial assistance. The Commission will make a grant from available federal funds in a manner consistent with the rules of the USDOT, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) under 23 U.S.C. Sections 104(f) and 134 and 49 U.S.C. Section 5303. These rules include 2 C.F.R. Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The catalog of federal domestic assistance identification number (CFDA) is 20.205 for funds under 23 U.S.C. Sections 104(f) and 134 and 20.505 for funds under 49 U.S.C. Section 5303. The

amount of available funds is limited by the unused portion of the above planning funds allocated to the Joplin urbanized area under the above acts and any amendments thereto.

(2) SCOPE OF WORK AND BUDGET: Grantee will undertake and complete the program of work specified in the approved UPWP and the budget or scope of services (Appendix A).

(3) REPORTS:

(A) All draft reports, the cost of which will be considered a direct cost, will be submitted to the Commission for review prior to printing in final form. The Commission will be provided with an electronic copy of each draft and the final report.

(B) All reports, drawings, estimates, surveys, memoranda and other papers submitted by the Grantee shall be dated and bear the Grantee's name.

(4) PUBLICATION PROVISIONS:

(A) Copyright: Papers, interim or final reports, forms or other materials which are a part of the work under contract may be copyrighted without written approval of the Commission, and FHWA or FTA as appropriate.

(B) Request for Publication: Either party to the Agreement or FHWA or FTA may initiate a request for publication of reports or any request thereof.

(C) Abstracts: When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interests of the other party by the inclusion of a statement in the paper and in the presentation to the effect that the paper has not been reviewed by the other party or FHWA or FTA.

(D) Publication: Publication by either party shall give credit to the other party or FHWA or FTA unless upon failure of agreement of any report of the study, FHWA, FTA or either of the contracting parties requests that its credit acknowledgment be omitted and then the following statement shall be added:

> "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of the Missouri Highways and Transportation Commission, the Federal Highway Administration or the Federal Transit Administration."

(E) Use of Data: After acceptance of reports, all parties are free to use the data and results for whatever purpose.

(F) Cooperative Participation: All reports shall contain a statement crediting the cooperative participation of all agencies, including the USDOT, FHWA or FTA as appropriate.

(G) Freedom of Information: The publication provisions contained in this paragraph (4) are subject to the provisions of Chapter 610, RSMo, and all applicable laws of the United States Government concerning freedom of information.

(5) RETENTION OF RECORDS: The Grantee or any approved subcontractor shall be required to maintain accounting records and other evidence pertaining to the cost incurred regarding the study and to make the records available to the Commission at its office at all reasonable times during the contract period and for three years from the date of the final payment of federal funds. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Commission, FHWA, FTA, or any authorized representative thereof, and copies shall be furnished if requested.

(6) INFORMATION FURNISHED AND WORK PERFORMED BY THE GRANTEE: The Grantee shall make available to the Commission upon request all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables, and other pertinent background information related to the scope of services under this Agreement.

(7) INFORMATION AND WORK FURNISHED BY THE COMMISSION: The Commission shall make available to the Grantee all of the data, reports, analysis, transcripts of hearings, maps, drawings, tables and other pertinent background information related to the scope of services under this Agreement that the Commission deems necessary and non-confidential. No report, information, data or other materials provided to the Grantee shall be given to any individual or organization without the written approval of the Commission.

(8) PROJECT TIME PERIOD: Work under this Agreement shall begin November 1, 2023 and extend to October 31, 2024. No work shall be performed under this Agreement until a notice to proceed is received from the Commission.

(9) CONTRACT PRICE AND PAYMENT:

(A) Total Price: For the work described in this Agreement, the Grantee shall receive payment based on actual costs, as defined in subparagraph B of paragraph (9) up to the maximum amount of $681,187 defined as consolidated planning funds. The local matching share shall be 20 percent for funds provided under 23 U.S.C. Section 104(f) and under 49 U.S.C. Section 5303. The local matching share may be either cash or direct cost match or a combination of both.

(B) Progress Payments: The Commission agrees to make progress payments to the Grantee not more than monthly upon receipt of a proper invoice and certification for services actually performed under this Agreement. Certification of

services will be documented by a progress report submitted at least quarterly within 30 days after the end of the reporting period. However, the last progress report may be waived and included in the final or project completion report. Each progress report shall include tasks, what percentage of each task has been completed and overall task completion rate. Invoices will be based on actual costs incurred. Each invoice will show the breakdown of the cost incurred among the Grantee and the Commission. Such progress payments will be based on actual cost incurred. In no instance shall the progress payments exceed the percentage of work completed, per the judgment of the Commission's engineer. The accounting for and billing of project charges will be accomplished as follows:

1. The Grantee will establish cost principles for use in determining the allowability of individual items of costs in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*."

2. Direct labor charges shall be based on actual time expended at the current approved gross salary of the assigned staff member.

3. Employee fringe benefits shall be based on a provisional rate, subject to audit, of direct labor costs. This rate is set on the basis of the employer's actual cost for group life insurance, health insurance, pension plan, workers compensation, holidays, F.I.C.A. taxes, accrued costs for sick leave, vacation and other items included in the Grantee's approved fringe benefit package to the total annual salaries paid. This rate is reviewed and adjusted annually and will be specified in the fiscal year scope of services.

4. Indirect costs shall be based on the approved cost allocation plan supported by the Grantee's annual budget for the fiscal year in which the scope of services is to be carried out. A rate is calculated on the basis of the estimated total annual administrative expenses, excluding known unallowable costs as prescribed in various federal regulations, including 2 C.F.R. Part 200, divided by the sum of total annual salaries chargeable as direct labor. Calculation of the indirect rate is specified in the cost allocation plan and is approved by the audit agency. The indirect rate is audited and adjusted at each fiscal year end by the audit agency. The applicable rate will be specified in Appendix A.

5. Other direct costs charges shall be based on actual cost of supplies and equipment purchased or rented for exclusive use of this project. Procurement of supplies and equipment should be in accordance with procedures established by the State of Missouri and Paragraph (26).

(C) Compensation: Compensation shall be paid by the Commission to the Grantee for work performed hereunder subject to the limitations of subparagraphs A and B of this paragraph (9), as supported by Appendix A.

(D) Direct Costs: The following are considered as direct costs and

chargeable as such:

1. Salaries and fringe benefits.

2. Other non-salary expenses directly related to the completion of the work program activities, such as: classified advertising, contractual services, data processing, equipment maintenance and rental, meetings and conferences, postage, publications, reproduction, supplies, travel and long distance calls.

(E) Final Payment: The final payment will be made only after acceptance by the Commission of a project completion report, summarizing the results of the job elements under this Agreement, considered to be satisfactory to the Commission. This project completion report is due within 60 days after the Agreement end date. The Commission's obligation will extend only to those costs incurred as verified by the final audit. A final audit will be completed after the acceptance of the project completion report. If Grantee was over compensated according to final audit results, Grantee will reimburse the Commission the amount as specified by the final audit. If additional compensation is due Grantee, Grantee will present a supplemental invoice to the Commission for payment of the amount specified by the final audit.

(F) Checks: Checks in payment for the services rendered hereunder shall be drawn to the order of the City of Joplin. The Grantee hereby agrees that the acceptance of the check so drawn shall constitute full payment for the Commission to the Grantee for the services for which such payments are made. The parties, acting through their authorized representatives, may also arrange for the electronic transfer of funds instead of a physical check.

(G) Title to Work Products: The making of payments to the Grantee in the manner aforesaid shall vest in the Commission title to the studies, documents and material produced by the Grantee under the terms of this Agreement up to the time of such payments, and the Commission shall have the right to use the same for any public purpose or make any desirable alterations thereto without other further compensation to the Grantee or to any other such agency or persons.

(H) Single Audit Requirement: If the Grantee receives $750,000 or more per year total of all Federal assistance from all sources including Federal funds under this Agreement, it shall be required to have an independent annual single audit done in accordance with 2 C.F.R. Part 200, "*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*." A copy of the audit report shall be submitted to the Missouri Department of Transportation (MoDOT) within 30 days of the issuance of the report. Subject to the requirements of 2 C.F.R. Part 200, if the Grantee obtains less than $750,000, the Grantee may be exempt from 2 C.F.R. Part 200 auditing requirements, but records must be available for review by applicable State and Federal authorities in accordance with Paragraph (5). The Commission reserves the right to audit expenditures under this Agreement independently in a separate report.

(10) INSPECTION OF RECORDS: The Grantee shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the Grantee's contractor and subcontractor on the herein project. The Grantee shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the work program and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(11) CHANGES: The Commission or the Grantee may, from time to time, request changes in the scope of UPWP work. Changes in the scope of UPWP work that do not involve any increase or decrease in the amount of the Grantee's compensation shall be made with the mutual agreement of the parties to this Agreement evidenced by letters from each to the other. Changes involving adjustments to limiting amounts contained in the scope of UPWP work of any increase or decrease in the total amount of compensation which are mutually agreed upon by and between the Commission and the Grantee shall be incorporated in written amendments or supplements to this Agreement.

(12) INDEMNIFICATION:

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

(B) 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.

(13) TERMINATION OF AGREEMENT:

(A) Non-Performance: If Grantee shall for any cause fail to perform any of the provisions of this Agreement or fail to complete any of the work described in this Agreement, the Commission may terminate this Agreement. Also, the Commission may terminate this Agreement if the conduct or progress of the work is such that it is not up to professional standards of objectiveness, fairness, accuracy and completeness.

(B) Correction: The Commission may provide Grantee with a written notice of the defect(s) in Grantee's performance specifying a period of time for Grantee to correct such defect(s).

(C) Written Notice: To terminate this Agreement, the Commission must

give Grantee at least 15 days written notice specifying the reason(s) for termination.

(D) Partial Payment: If the Commission terminates the Agreement, the Commission shall be liable only for the work rendered to the date of termination based on the compensation described in the scope of services. Grantee, for itself, its successors, assigns and legal representatives, agrees to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement. This does not abrogate the Grantee's right under law.

(E) Work Products: In the event of termination, Grantee shall deliver to the Commission, as property of the Commission, all designs, reports, drawings, studies, estimates, surveys, computations, memoranda, documents and other papers or materials either furnished by the Commission or prepared by or for the Grantee under this Agreement. In addition, ownership of all designs, reports, drawings, studies, estimates, models, computations, etc. prepared under this Agreement shall vest in the Commission, at the Commission's option. The Commission reserves the right to postpone or abandon further work of the type described by this Agreement or to cause such work to be continued or completed in such manner, by such person(s), and under such terms and agreements as the Commission shall determine.

(14) DISPUTES: The Commission's chief engineer will in all cases decide any and all questions which may arise in connection with the work not disposed of by agreement among or between the parties to the contract.

(15) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, Grantee agrees as follows:

(A) Civil Rights Statutes: The Grantee shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d and 2000e), as well as any applicable titles of the Americans with Disabilities Act). In addition, if the Grantee is providing services or operating programs on behalf of Department or the Commission, it shall comply with all applicable provisions of Title II of the Americans with Disabilities Act.

(B) Administrative Rules: The Grantee shall comply with the administrative rules of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the USDOT (49 CFR Subtitle A, Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The Grantee shall not discriminate on grounds of the race, color, religion, sex, national origin, age or disability of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Grantee shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Subtitle A, Part 21.5 including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material

and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Grantee. These apply to all solicitations either by competitive bidding or negotiation made by the Grantee for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Grantee of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, national origin, disability, or age of any individual.

(E) Information and Reports: The Grantee shall provide all information and reports required by the Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to the pertinent to ascertain compliance with other such contracts, orders and instructions. Where any information required of the Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the Grantee fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments to the Grantee under the Agreement until the Grantee complies; and/or

2. Cancellation, termination or suspension of the Agreement, in whole or in part.

(G) Incorporation of Provisions: The Grantee shall include the provisions of paragraph (15)(A) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The Grantee will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as means of enforcing such provisions, including sanctions for noncompliance; provided that it in event the Grantee becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

(H) Title VI Program Reporting Requirements: The Grantee shall comply with data collection and reporting requirements subject to Title VI of the Civil Rights Act of 1964 and the implementing regulations of 28 CFR Part 42, Subpart F and 49 CFR Part 21. Such general and program specific required information shall be provided to the Commission yearly if updated information is warranted or at a minimum of every three

years. Required submittals shall be made by December of the current agreement period.

(16) SECTION 504 ASSURANCES: The Grantee shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sections 790 *et seq.*) and the administrative rules of the USDOT (49 CFR Subtitle A, Part 27).

(17) RESTRICTION ON LOBBYING: The Grantee shall comply with the requirements of 31 U.S.C. Section 1352.

(18) NO OBLIGATION BY THE FEDERAL GOVERNMENT: The Grantee acknowledges and agrees that, notwithstanding any concurrence by the USDOT in or approval of the solicitation or award of the underlying contract, absent the express written consent by the USDOT, the USDOT is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Grantee or any other party pertaining to any matter resulting from this Agreement. The Grantee agrees that it will ensure that the contractor will include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(19) CLEAN WATER: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Part 1251 *et seq*. The Grantee will require its contractor to report each violation to the Grantee and understands and agrees that the Grantee will, in turn, report each violation as required to assure notification to FHWA and the appropriate United States Environmental Protection Agency (hereinafter, "EPA") Regional Office. The Grantee agrees that it will ensure that the contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA.

(20) ENERGY CONSERVATION: The Grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321 *et seq*.).

(21) FEDERAL CHANGES: The Grantee shall at all times comply with all applicable FHWA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the most recent issued FHWA Master Agreement, as they may be amended or promulgated from time to time during the term of this Agreement. The Grantee's failure to comply shall constitute a material breach of this Agreement.

(22) CLEAN AIR: The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC 7401 *et seq*. The Grantee shall ensure that its contractor will report each violation to the Grantee. The Grantee will, in turn, report each violation as required to assure notification to FHWA

and the appropriate EPA Regional Office. The Grantee also agrees to include these requirements in each contract exceeding $100,000 financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

(23) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

(A) The Grantee acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 *et seq*. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Subtitle A, Part 31, apply to its actions pertaining to this Agreement. The Grantee shall ensure that the contractor will certify or affirm the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract of the FHWA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Grantee further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the USDOT reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Grantee to the extent the USDOT deems appropriate.

(B) The Grantee also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the USDOT under a contract connected with a project that is financed in whole or in part with Federal assistance provided by FHWA and FTA under 23 U.S.C. Sections 104(f) and 134 and 49 USC 5303, the USDOT reserves the right to impose the penalties of 18 USC 1001 on the Grantee, to the extent the USDOT deems appropriate.

(C) The Grantee agrees to include the above two clauses in each of its contracts financed in whole or in part with Federal assistance provided by FHWA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

(24) DEBARMENT AND SUSPENSION: The Grantee agrees to comply with the requirements of the *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered* Transaction as submitted with the grant application.

(25) SUBCONTRACTING: All work to be subcontracted shall be identified in the UPWP, regardless of amount. All subcontracts of $50,000 or more shall be submitted to the Commission for review and approval. Grantee's approved contracting administration procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 49 CFR Part 18 or 23 CFR Part 172 and Missouri statutes. Approval to subcontract for services incidental to the study operations, such as printing and computer services, is not required. Copies of all executed subcontracts, except those for incidental services, shall be furnished to the Commission.

(26) EQUIPMENT AND INSTRUMENTATION:

(A) All equipment and instrumentation to be purchased under this agreement shall be identified specifically in the UPWP. Equipment or instrumentation mean an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals $5,000 or more. Grantee's approved procurement procedures may be used provided assurance is given that they conform to applicable Federal statutes, executive orders and regulations in accordance with 2 C.F.R. Part 200 and Missouri statutes.

(B) Purchases costing less than $5,000 are not subject to 2 C.F.R. Part 200 but shall follow Grantee's procurement procedures. However, purchases may not be subdivided to avoid this limitation. The Grantee certifies that no equipment and instrumentation listed for purchase in the UPWP have been included in the indirect costs approved for this Agreement.

(27) TRAVEL: The Commission approves Grantee staff travel expenses for work performed under this Agreement and provided for in the scope of services. Any additional travel must have prior approval of the Commission to be eligible for a direct cost reimbursement. The rate of reimbursement shall be in accordance with the Grantee's approved travel policy.

(28) COMPLIANCE WITH LAWS: The Grantee agrees to comply with all federal, state and local laws and ordinances applicable to the prosecution of the work covered by this Agreement.

(29) DISADVANTAGED BUSINESS ENTERPRISES: Grantee agrees to prepare and submit for the Commission's approval, a disadvantaged business enterprise plan as defined in 49 CFR Part 26, if Grantee receives financial planning assistance from the U.S. Department of Transportation and will award prime contracts exceeding $250,000 in a single fiscal year or if Grantee is required to do so by 49 CFR Part 26.21.

(30) BUDGET:

(A) Summary: Appendix A, Section 1, includes a budget summary, which lists the following:

1. Estimated Expenditures: These would be the total of all UPWP components by federal funding type funded under this Agreement itemized by various cost categories. These categories may include but are not limited to: salaries, fringe benefits, indirect costs, contract services, equipment, data processing, meeting, conference, travel, printing, publications, supplies and other or miscellaneous expenses.

2. Estimated Revenues: These are the total anticipated funding and agency sources by federal funding type for work funded under this Agreement.

(B) Payment: The Grantee will receive payment by the Commission based on the following:

1. Agency Funding Participation: Appendix A, Section 2, lists estimated funding participation by various agencies for the UPWP program components funded under this Agreement. For the work by program component described in the UPWP and similarly identified in Appendix A, Section 2, payment will be made from the appropriate funds based on the proportionate share of FHWA PL or FTA Section 5303 funds, or consolidation of the two funds, being utilized from the Commission. The relationship of the manpower and cost borne under this Agreement to the total manpower and cost required to complete each program component is derived from the approved UPWP. The obligation of the Commission shall not exceed the amounts set out in Paragraph (9), Subparagraph (A).

2. Details of Missouri FHWA PL and/or FTA Section 5303 Matching Funds: Appendix A, Section 2, also lists the respective amounts of local matching funds by providing agency and the program components of the UPWP to which they are applied for the Missouri federal funds utilized under this Agreement. Application of local matching funds in the form of direct cost match or cash from the Commission to the various program components will be determined by the Commission in accordance with Missouri laws. Use of Commission local matching funds by the Grantee shall be based on the proportionate share of cost by program component as given in Appendix A, Section 2. Local matching funds from the Commission shall not exceed the federally required matching share for any Missouri federally funded program component. The Commission's cash payment obligation shall be in accordance with Paragraph (9), Subparagraph (A).

(C) Procedures: The following procedures shall be followed when deviations from Appendix A or the scope of services program components occur or are anticipated to occur:

1. Cost Overruns:

A. Program component overruns of thirty percent (30%) or less will be considered as eligible costs provided:

(I) The total scope of services dollar amount is not increased or;

(II) If the total scope of services dollar amount is increased, an amended scope of services is executed between the Commission and the Grantee.

B. Program component overruns in excess of thirty percent (30%) will require a written request for approval and include the anticipated

amount of overruns on other program components.

C. Requests for overruns in program components shall be in writing and include the anticipated amount of overruns on other program components.

2. Agency Funding Participation: Revisions in the agency (i.e. FHWA, FTA, HUD, EPA) funding participation as shown in the scope of services require written approval by the Commission's chief engineer. Requests for revisions shall include the reason for the revisions, the proposed agency funding and the effect of the revisions on program components.

3. The Grantee shall monitor costs and initiate timely requests for approval as outlined above. Retroactive revisions of this scope of services will not be allowed.

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

(32) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(33) ENGINEER: As provided in this Agreement, “Engineer” means the Chief Engineer or any other authorized representative of the Commission. Where the specific term “Chief Engineer” is used, it shall mean the Chief Engineer exclusively.

(34) ASSIGNMENT: The Grantee shall not assign or delegate any interest in the Agreement and shall not transfer any interest in the Agreement, whether by assignment or notation without the prior written consent of the Commission.

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

(36) 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.

[Remainder of Page Intentionally Left Blank]

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

Executed by the Grantee on _____(Date).

Executed by the Commission on _____(Date).

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:

By _____

Title _____

Appendix A

Task Funding Breakdown

Task	CPG Funds	2.5 Set Aside Safe & Access Trans	Local Funds	Total
Program Support and Administration	$ 95,825		$ 23,956	$ 119,781
Short Range Transportation Planning	$ 50,756		$ 12,689	$ 63,445
Long Range Transportation Planning	$ 275,714		$ 68,929	$ 344,643
Geographic Information Systems	$ 69,062		$ 17,266	$ 86,328
Safety Planning	$ 184,823	$ 5,007	$ 46,206	$ 236,036
Total	$ 676,180	$ 5,007	$ 169,046	$ 850,233

COUNCIL BILL NO. 2023-284 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Missouri Highway and Transportation Commission which will provide FHWA Metropolitan Planning Assistance and FTA Section 5303 assistance, hereafter known as Consolidated Planning Funds, from November 1, 2023, through October 31, 2024, in accordance with the rules of the U.S. Department of Transportation, Federal Transit Administration (FTA) and Federal Highway Administration (FHWA) under 49 U.S.C. Section 5303 and 23 U.S. Code Sections 104(F) and 134 to conduct comprehensive and transportation planning programs, as the City of Joplin has been designated to conduct transportation planning programs for the Joplin Area Transportation Study Organization; authorizing the City Manager or his designee to execute said Agreement for the City.

BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the City enters into an Agreement with the State of Missouri, acting by and through the State Highway and Transportation Commission of Missouri, which will provide the reimbursement of six hundred eighty-one thousand, one hundred eighty-seven dollars ($681,187) in consolidated planning funds under 23 U.S.C. Section 104(f) and 49 U.S.C. Section 5303, to complete comprehensive and transportation planning programs, a copy of said Agreement being attached hereto and made a part hereof by reference.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ day of _____, 2023, by a vote of_____.

_____
Douglas Lawson, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Item	Description	Quanity	Department	Equipment #	VIN # if applicable	Asset Tag #
Crew Cab Truck	2013 Dodge 3/4 ton crew cab	1	Athletics	2325	3C6TR4HT5DG524228	390000971
Zero Turn Mower	Scag turf tiger 2	1	Athletics	2514		
Utility Vehicle	John Deere Gator CX	1	Athletics	2289		
Grasshopper 430-D	Zero-turn mower 60"	1	Cemetery	2288	6312916	0039-0001021
Supplies	Misc. office supplies	1 box	Cemetery			
Echo SRM-2620	Weedeater	1	Cemetery		T94215006537	
Echo SRM-2620	Weedeater	1	Cemetery		t94215027866	
Echo SRM-2620	Weedeater	1	Cemetery		T9921502790	
Stihl 044	Chainsaw	1	Cemetery		1128704	
Stihl 044	Chainsaw	1	Cemetery			
Chairs (Various types)	Office Chairs	12	CM			
Chevy	Impala 2008	1	Fire	2047	2G1WB58K489249466	
Skid unit	Water tank with pump	1	Fire	none	none	
Hydraulic pump	Champion	1	Fire	none	none	
Tool cutter	Champion	1	Fire	none	none	
Tool spreader	Champion	1	Fire	none	none	
Hose hydraulic	Champion	2	Fire	none	none	
Mower	Push (bent crank)	1	Fire	none	none	
Gym equipment	Yellow dissambled	lot	Fire	none	none	
Elliptical	Tread mill	1	Fire	none	none	
Tread mill	Walking	1	Fire	none	none	
Steel rack	Gray metal	1	Fire	none	none	
Roller table	Metar expandable	1	Fire	none	none	
Gas saws	(Parts) saws	lot	Fire	none	none	
Fans	(Parts) electrical & gas	lot	Fire	none	none	
Misc. gym equipment	Racks (parts)	lot	Fire	none	none	
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	13107875	none	N/A
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	35148261	none	0031-0000499
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	14259083		
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	12443888		
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	35148260		0037-0000503
Cardiac Monitors	Physio Control LIFEPAK 12	1	Fire	35148264		0037-0000498
Battery Charger	LifePak	1	Fire	32888658		
Battery Charger	LifePak	1	Fire	39688122		
Misc. box of used equipment	(parts)	lot	Fire	none	none	
Office Chair	Cloth	5	Health	NA	NA	NA
Refrigerator	Accucold mini fridge	1	Health	NA	NA	NA
Key Board Extension	Key board shelf	1	Health	NA	NA	NA
File Cabinet	Short drawer index	1	Health	NA	NA	NA
Plug in cooler	Portable AC Power plug in coolers	2	Health	NA	NA	NA
Outdated CPR supplies	Outdated	1	Health	NA	NA	NA
Chest Coolers	Chest coolers	4	Health	NA	NA	NA
Refrigerator	Full size upright refrigerator	1	Health	9036-0000208	NA	NA

File Cabinet	Full size	1	Health	NA	NA	NA
HP Office Jet scanner	Scanner	1	Health	NA	NA	NA
Microscopes	Microscope	1	Health	NA	NA	NA
2 drawer file cabinet	File cabinet 2 drawer	1	Health	NA	NA	NA
Fingerprint Machine	Cabinet and Monitor	1	Jail			0033-0002143
Golf Clubs	Golf Clubs	1	JPD			
Television	Television	16	JPD			
Surround Sound	Surround Sound	1	JPD			
Misc. Power tools	Misc. Powertools	25 (4 Boxes)	JPD			
Spot light	Spot light	1	JPD			
Fishing Rods	Fishing Rods	1	JPD			
Misc. Jewelry	Misc. Jewlery	1	JPD			
Dewalt Circular Saw	Dewalt Circular Saw	1	JPD			
Dewalt Batteries	Dewalt Batteries	1	JPD			
Dewalt Drill	Dewalt Drill	1	JPD			
Glass dishes/figurines	Glass dishes/figurines	1	JPD			
Box of Misc. Knives	Box of Misc. Knives	1	JPD			
Push mower	Push mower	1	JPD			
Weber Grill	Weber Grill	1	JPD			
Window Air Unit	Window Air Unit	1	JPD			
Silver Tool Box (for truck)	Silver Tool Box (for truck)	1	JPD			
Bear Cat Push Trimmer	Bear Cat Push Trimmer	1	JPD			
Red Push Mower	Red Push Mower	1	JPD			
Underlayment (2rolls)	Underlayment (2rolls)	2	JPD			
Air Conditioner	Air Conditioner	2	JPD			
Air Compressor	Air Compressor	1	JPD			
Cross Bow	Cross Bow	1	JPD			
Green Push Mower	Green Push Mower	1	JPD			
Chain Saw	Chain Saw	1	JPD			
HVAC Heat unit	HVAC Heat unit	2	JPD			
Clarinet	Clarinet	1	JPD			
Bicycles	Bicycles	60 Bikes (approx)	JPD and Jail			
Large AV/TV Cart	3 teir cart	1	Municipal Court	n/a	n/a	n/a
Fax Machine	Brother 4750e	1	Municipal Court	n/a	n/a	n/a
File Folder Carts	Metal	3	Municipal Court	n/a	n/a	n/a
Chairs (Various types)	Wheeled / stationary	6	Municipal Court	n/a	n/a	n/a
Computer Monitors	Dell / other	3	Municipal Court	n/a	n/a	n/a
TV Wall Mount/bracket	Steel Mount	1	Municipal Court	n/a	n/a	n/a
Paper Cutter	Square paper cutter	1	Museum			
Cordless drill	Black case with drill(no Batteries)	1	Museum			
Metal chair cart	Metal folding chair cart	3	Museum			
Display cases	Wood and glass	3	Museum			
Lamps	Metal desk lamps	2	Museum			
Letterboard and letters	Metal signage	1	Museum			

TV cabinet	Wood and glass	1	Museum			
Peg board	Large white peg board	2	Museum			
1950s medical equipment	Large medical equipment	5	Museum			
Hollow core doors	Gray doors	3	Museum			
Velvet boundary rope	Red velvet rope	1	Museum			
Postcard stand	Gold metal postcard stand	1	Museum			
Doll display stand	Metal and wood doll display stand	10	Museum			
Miniature flag holders	2 boxes of black mini flag holders	24	Museum			
Mop bucket	Brown industrial mopping bucket	1	Museum			
Wooden hutch	Large wooden cabinet/hutch	1	Museum			
Typing desk	Gray typing desk	1	Museum			
Side table	Small metal and wood side table	1	Museum			
Angled countertop case	Wooden countertop display case	1	Museum			
Fold up keyboard/piano bench	Black fold up keyboard piano bench	1	Museum			
Computer monitors	5 small computer monitors	5	Museum			
Flat display cases	Long flat wooden display cases	2	Museum			
Table top display stands	Large frame display stands	4	Museum			
Metal folding chairs	Gray metal folding chairs	145	Museum			
Chalk board stand	Wooden chalk board stand	1	Museum			
Mantle piece	Wooden mantle piece	1	Museum			
Concrete blocks	Concrete blocks	11	Museum			
Pop a shot kit	Pop a shot mini basketball game with balls	1	Museum			
Locking jewelry display case	Gold jewelry display case	1	Museum			
Work table	Old wooden work table	1	Museum			
Large artwork frame holder	Gray frame holder	1	Museum			
Bulletin board	4x4 bulletin board	1	Museum			
Bulletin board	4x8 bulletin board	2	Museum			
Outdoor Trash Can	Stone trash can w/ ash tray	2	Parks	NA		NA
Chair	Chair with wooden arm rest	8	Parks	NA		NA
Spot Light	Portable spot light with stand	3	Parks	NA		NA
Portable Elevator	Portable Elevator w/ramp on wheels	1	Parks	NA		NA
Black Chair	Hard plastic stackable chair	200	Parks	NA		NA
Stage Light Cam	Stage light cams	22	Parks	NA		NA
Chevy Silverado	1/2 ton 4x4 reg. cab	1	Parks	1881	1GCEK14V14Z241210	
Tank Sprayer	3 point mount	1	Parks			
Air Compressor	Champion 240 Volt	1	Parks			
Reg cab truck	2010 Chevy ¾ ton Reg. cab	1	Parks	#2199	1GB3CVBKXAF136316	
Video Cassette Recorder VCR	Panasonic VHS	1	PIO - City Manager	n/a		n/a
Video Cassette Recorder VCR	JVC VHS	1	PIO - City Manager	n/a		n/a

Video Cassette Recorder VCR	Sansui VHS	2	PIO - City Manager	n/a		n/a
CRT 12" monitors		5	PW			
Pelco cameras		4	PW			
Sony camera		1	PW			
Video mixer		1	PW			
Audio amplifier		1	PW			
VGA distributor		1	PW			
DVR recorder		1	PW			
CD recorder		1	PW			
Camera controllers		2	PW			
Digital zone processors		2	PW			
Digital equalizer		1	PW			
Miscellaneous audio components		1	PW			
Miscellaneous A/V cables		1	PW			
True Temp double door refrigerator		1	PW			
overhead projector		1	PW			
Olsson 51 KVA transformer		1	PW			
Cushioned chairs		34	PW			
Large trash receptacles		6	PW			
5th floor A/V equipment which includes the following:			PW			
Swinger 2000	Loader/tractor	1	Shoal Creek WW	1905	n/a	1885
Empty 250gal Paint Totes	Empty 250gal Paint Totes	14	Sign Shop			
60 Gal Single Stage Air Compressor	60 Gal Single Stage Air Compressor	1	Sign Shop			0034-0000111
Assorted X-mas decorations	Assorted X-mas decorations	1	Sign Shop			
Old style delineators	Old style delineators	40	Sign Shop			
150w HP Sodium Cobra Heads	150w HP Sodium Cobra Heads	4	Signal			
3-Sec Programable Traffic Signals	3-Sec Programable Traffic Signals	2	Signal			
5-Sec Intelilight Signal Head	5-Sec Intelilight Signal Head	1	Signal			
3-Sec Intelilight Signal Head	3-Sec Intelilight Signal Head	2	Signal			
RTC AP-21 Time clocks	RTC AP-21 Time clocks	5	Signal			
Mechanical Signs	Mechanical Signs	4	Signal			
Signal Cabinet shell	Signal Cabinet shell	1	Signal			
Sweepster Pull Type Boom	Broom	1	Streets	1620	9944047	
Giant Leaf Vacuum	Leaf Machine	1	Streets	2004	20107003	0039-0000723
Giant Leaf Vacuum	Leaf Machine	1	Streets	2005	20107001	0039-0000722
International Pothole Patcher	Pothole Patcher	1	Streets	1674	1HTSCABN11H372564	

Jon Bean Sprayer	Sprayer	1	Streets	1997	16514	0039-0000726
John Deer Mower	Long Arm	1	Streets	1812	306615P364791	0039-0001045
John Deer Tractor	Tractor	1	Streets	2496		0039-0000501
Large John Deere tractor	John Deere farm tractor	1	Turkey Creek WW	1606	n/a	1606
Ferris zero turn	Mower	1	Turkey Creek WW	2275	n/a	2275
Scissor Jacks	Scissor Jacks	2				