COUNCIL AGENDA
November 7, 2016
6:00 P.M., Council Chambers

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

2. **Roll Call**

3. **Presentations**

   1. Veterans Day 2016 Proclamation

   2. Proclamation To Declare November 17, 2016 As "World Pancreatic Cancer Day"

   3. Proclamations

      Proclamation to recognize the 40th Anniversary of Farrell Construction.

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

6. **Citizen Requests And Petitions**

   1. Request To Address Council
      Request from Gary Wofford, 2504 S. Willard Ave. to address Council concerning Convention and Tourism ideas.

   2. Request To Address Council
      Request from Jane Bryson, 1148 W. 28th. Apt 303. concerning Safety and infestation and spread of bed bugs. Safe evacuation of tenants in case of fire.

   3. REQUEST TO ADDRESS COUNCIL
      Request from Charles McGrew, 2912 S. Minnesota, Joplin, to address council concerning the housing of Springfield criminals in Joplin.

7. **Public Hearings**

   1. PUBLIC HEARING PROCEDURES

   2. COUNCIL BILL NO. 2016-014
      AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $44,250,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

      Documents:

CB2016-014-SUMMARY SHEET.PDF
CB2016-014-NOTICE TO TAXING JURISDICTION.PDF
CB2016-014-BOND PURCHASE AGR.PDF
CB2016-014-LEASE AGREEMENT.PDF
CB2016-014-TRUST INDENTURE.PDF
CB2016-014- PERFORMANCE AGR-.PDF
CB2016-014-COUNCIL BILL.PDF

3. COUNCIL BILL NO. 2016-285
AN ORDINANCE providing for the vacation of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2016-285 - SUMMARY.PDF
SUPPLEMENTAL CB 2016-285.PDF
CB2016-285-ORDINANCE.PDF

4. RESOLUTION NO. 2016-023
A RESOLUTION granting a Special Use Permit (First Request) to Triple R Recycling for the operation of a recycling processing center located at 506 and 510 South Tyler Avenue, in the City of Joplin, Jasper County, Missouri.

Documents:

RES 2016-023 .PDF
RES 2016-023 -SUMMARY.PDF
SUPPLEMENTAL RES 2016-023.PDF

5. COUNCIL BILL NO. 2016-286
AN ORDINANCE providing for the vacation of a public street right-of-way located 500 feet south of the intersection of Seventh Street and Northpark Lane, in the City of Joplin, Jasper County, Missouri

Documents:

CB 2016-286 - SUMMARY.PDF
CB 2016-286 .PDF
CB2016-286 SUPPLEMENTAL CB2016-286.PDF

6. COUNCIL BILL NO. 2016-287
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-3-PD property as described below and located on Pearl Avenue from 26th Street to 27th Street in the City of Joplin, Jasper County, Missouri.

Documents:

CB 2016-287- SUMMARY.PDF
CB 2016-287.PDF
SUPPLEMENTAL CB 2016-287.PDF

7. COUNCIL BILL NO. 2016-288
AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in Newton County, Missouri.

Documents:

CB 2016-288 - SUMMARY.PDF
CB 2016-288.PDF
SUPPLEMENTAL -CB2016-288.PDF

8. COUNCIL BILL NO. 2016-289
AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in the City of Joplin, Newton County, Missouri.

Documents:

CB 2016-289 - SUMMARY.PDF
CB 2016-289 .PDF
SUPPLEMENTAL CB2016-289.PDF

9. COUNCIL BILL NO. 2016-379
AN ORDINANCE approving the Redevelopment Plans for properties known as the 200 Block Commons located at 215 S. Wall Ave. and 212 S. Joplin Ave.; by Common Based, LLC (Jeff and Carolina Neal) in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad volrem real estate taxes on the improvements to properties located at 215 S. Wall Ave. and 212 S. Joplin Ave, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2017 and fifty (50%) for the following fifteen (15) years, ending after December 31, 2041; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney.

Documents:

CB2016-379 -SUMMARY SHEET.PDF
EXHIBIT A.PDF
EXHIBIT B_LEGAL.PDF
CB2016-379 COUNCIL BILL.PDF

8. Consent Agenda

1. Minutes Of The October 17, 2016 City Council Meeting

Documents:

10-17 CC MINS-.PDF

2. COUNCIL BILL NO. 2016-458

AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending Sec. 18-1 Definitions and adding language to Sec. 18-12 Limitation on Number of Cats and Dogs, clarifying the number of animals allowed in a dwelling.

9. Resolutions

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2016-150

   AN ORDINANCE approving an Agreement with Tri-State Investment Company., for the acquisition of right of way necessary for the North Schifferdecker Bridge Project; and authorizing the City Manager to convey the described property rights by Quit Claim deed; and containing an emergency clause.

   Documents:

   CB 2016-150.PDF
   SUMMARY 2016-150.PDF
   VALUATION.PDF
   TRI STATE CONTRACT-10242016124525.PDF
   TRI STATE LOCATION.PDF
   TRI STATE QC.PDF
   TRI STATE ROW.PDF
   TRISTATE CITY DEEDED PROPERTY.PDF

2. COUNCIL BILL NO. 2016-151
   AN ORDINANCE approving a Work Authorization for George Butler Associates Inc. and Palmerton Parrish Team the not to exceed amount of Seven Hundred Forty Three Thousand Three Hundred Ninety Eight and No/100 Dollars ($743,398.00) for Professional Engineering Services for the widening of Connecticut Ave I-44 to 44th Street and 44th Street from Connecticut to Range Line Road and containing an emergency clause.

   Documents:

   SUMMARY 2016-GEORGE BUTLER ASSOCATES..PDF
   CB 2016 - GEORGE BUTLER.PDF
   AGREEMENT AND WORK AUTHORIZATION3.PDF
   LOCATION MAP.PDF

3. COUNCIL BILL NO. 2016-152
   AN ORDINANCE approving the contract between the City of Joplin, Missouri and Joplin Industrial Electric Company in the amount of Two Hundred Seventy-One Thousand Three Hundred Fifty-three Dollars and Twenty-two/100 ($271,353.22) for the purchase and installation of thirteen (13) Remote Transmitting Units (RTU) for lift stations and purchase an additional six (6) RTU's for future installation with Council Bill #2016-152; amending the Annual Budget of the City of Joplin for the Fiscal year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, and containing an emergency clause.

   Documents:

   00501 JIE.PDF
   ERISMAN TO LAWSON (BID RECOMMEND) 10-26-16.PDF
   SUMMARY SHEET 2016-152.PDF
   00500 JIE.PDF
   ORDNANCE 2016-152.PDF
   TABULATIONOFBIDS102016.PDF

4. COUNCIL BILL NO. 2016-378

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1031 S. Sergeant Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Ninety-Seven and 00/100 Dollars (2,397.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

Documents:

CB 2016-378 - BIDS.PDF
CB 2016-378 - SUMMARY.PDF
CB 2016-378.PDF
PICTURES.PDF

5. COUNCIL BILL NO. 2016-409
AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce Foundation for a lease of the land on the entire north 50 feet of city-owned Murphysburg Porter Lots 185-187; and containing an emergency clause.

Documents:

CB2016-409 - SUMMARY.PDF
CB2016-409.PDF
LEASE AGREEMENT.PDF

6. COUNCIL BILL NO. 2016-615
Authorizing and approving an Intergovernmental Agreement by and between the City of Joplin, Missouri, and the City of Springfield, Missouri, whereby the City of Joplin will house detainees from the City of Springfield in the Joplin City Jail located generally 303 East 3rd Street in Joplin; authorizing the City Manager to execute said Intergovernmental Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

Documents:

POLICE_APPROVING AGREEMENT BETWEEN COJ AND SPRINGFIELD TO HOUSE SPGFLD DETAINEES_CB2016-615.PDF
INTERGOVERNMENTAL AGREEMENT_JOPLIN JAIL SPD_FINAL 1020.PDF
AGREEMENT REGARDING HOUSING OF SPRINGFIELD DETAINEES_JPD_CB2016-615.PDF

7. COUNCIL BILL NO. 2016-616
AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-523 on October 17, 2016; and containing an emergency clause.

Documents:

CB2016-616.PDF
CB2016-616 SUMMARY SHEET.PDF
2017HTE_FINANCIALS_SUPPORT.PDF

2017OSSI_PUBLICSAFETY_SUPPORT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2016-525
   AN ORDINANCE amending Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

   Documents:

   CB 2016-525 CHAPTER 42 COURT ORD FEE.PDF
   CB 2016-525 SUMMARY SHEET MUNICIPAL COURT FEE ORDINANCE.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. NEWS FROM THE PIO

Anyone wishing to address the Council should step to the podium and state his/her name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five (5) minutes.

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

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

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

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 7, 2016 (hearing and 1st reading)
November 21, 2016 (bond sale / final readings)

ITEM: Council Bill No. 2016-014 authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Development Revenue Bonds and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2016-014; copy of Chapter 100 Plan, Bond Purchase Agreement; Trust Indenture; Lease Agreement; Performance Agreement.

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

INTRODUCTION:

The Council Bill authorizes the execution of documents and issuance of Bonds relating to an economic development project consisting of the acquisition of land for and construction of a frozen foods manufacturing facility. Council Bill No. 2016-014 authorizes the City to issue its Taxable Industrial Development Revenue Bonds for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City, including the land and associated buildings, structures, fixtures and equipment (the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products and the incentives will benefit a large frozen foods manufacturing company (the "Company"). The Council Bill authorizes the City to enter into certain agreements in connection with the issuance of the Bonds; and authorizes the City to take certain other actions in connection with the issuance of the Bonds. The Company is in the process of creating a special purpose entity that will enter into the transactions relating to the Bonds. When that entity is created, its name will be added to the Ordinance and the attached documents. This is anticipated to occur prior to the November 7 meeting.

DISCUSSION:

The project involves the acquisition of property and construction and equipping of a new facility with approximately Twenty Six Million Two Hundred Fifty Thousand Dollars ($26,250,000.00) in project costs for land and real property improvements and Eighteen Million Dollars ($18,000,000.00) in machinery and equipment. The Chapter 100 Plan provides 100% abatement for the real property improvements and equipment for 10 years after project completion and then 50% abatement for an additional 5 years. Payments in lieu of taxes represent taxes otherwise due on the value of the underlying real estate and 50% of the value of the real property improvements and equipment after the initial 10-year period ends. The Project is anticipated to add 415 new jobs at the site.

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

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

Additionally, the Performance Agreement requires that:

The Company will maintain 375 jobs at a base wage of $34,000 per year (adjusted for inflation) plus benefits at the project for so long as the Bonds are unpaid. In the event that the Company fails to maintain 375 jobs at the base wage and benefits at the project for two consecutive years, then the Company shall be required to pay a pro-rata portion of the property taxes abated in the second year (and any subsequent year in which the failure continues), based on the employment numbers. Also, if the Company fails to spend at least 80% of the projected investment at the project site, the Company will lose a portion of the abatement value. Additionally, if the Company vacates the project site for more than a year, the City can terminate the abatement incentives.

RECOMMENDATION:

Staff presents this Council Bill to the Council for consideration.

PCE
attachments

NOTICE TO TAXING JURISDICTIONS ON ATTACHED LIST

Re: Notice of Public Hearing – Industrial Development Project

On behalf of the City of Joplin, Missouri (the "City"), please find enclosed a copy of the proposed Plan for Industrial Development Project for a Food Manufacturing Plant (the "Plan"), which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering the first reading of an ordinance to approve the Plan following a public hearing on the Plan at a meeting on Monday, November 7, 2016 at 6:00 PM at City Hall located at 602 S. Main St., Joplin, MO 64801.

The City invites all affected taxing districts to attend the public hearing and to make oral comments on the proposed Plan to the City or to provide written comments to the City on the Plan prior to the hearing. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Any questions should be directed to Rob O'Brian, President of The Joplin Area Chamber of Commerce, at (417) 624-4150.

Dated: October 18, 2016

CITY OF JOPLIN, MISSOURI
602 S. Main St.
Joplin, MO 64801

TAX ENTITY MAILING LIST

Jasper County, Missouri Presiding Commissioner Jasper County Courthouse 302 South Main Street Carthage, MO 64836	**Jasper County Assessor** Jasper County Courthouse 302 S. Main, Room 201B Carthage, MO 64836
Jasper County Collector Jasper County Courthouse 302 S. Main-Room 107 Carthage, MO 64836	**Jasper County Mental Health Fund Board** Attn: Mary Kyser P. 0. Box 2526 Joplin, MO 64803
City of Joplin, Missouri City Clerk 602 S. Main St. Joplin, MO 64801	**Jasper County Sheltered Facilities Board** Attn: Alecia Archer 2000 Maiden Lane Joplin, MO 64804
Joplin Schools Board of Education Attn: Superintendent 310 West 8th Street Joplin, MO 64801	**Joplin Special Road District** 1016 Picher Joplin, MO 64801
Missouri Department of Revenue Tax Administration Bureau Harry S Truman State Office Building 301 West High Street Jefferson City MO 65101 1-573-751-4249	**Department of Economic Development** Nathan Potter, Development Finance Missouri Department of Economic Development 301 West High Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962
Missouri Department of Economic Development Mike Downing, Director Post Office Box 118 – Room 770 Jefferson City MO 65102 1-573-751-4962	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund Harry S Truman State Office Building *P.O. Box 453* 301 West High Street Jefferson City MO 65101

BEFORE THE

CITY COUNCIL

OF THE

CITY OF JOPLIN, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT FOR A FOOD MANUFACTURING PLANT

November 7, 2016

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR A FOOD MANUFACTURING PLANT

TO: THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI

A plan for an industrial development project as described herein has been proposed to the City of Joplin, Missouri (the "City"), for approval, to be carried out pursuant to Article VI, Section 27(b) of the Missouri Constitution, as amended, Sections 100.010 to 100.200, inclusive, of the Missouri Revised Statutes, as amended, and in support of said application the following is submitted:

1. **Description of the Project**. The Project consists of acquiring, constructing, improving purchasing, equipping and installing a food manufacturing facility on approximately 26 acres of land in the City, including the land and associated buildings, structures, fixtures and equipment (the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products. The Project will be located on the North side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in Joplin, Missouri, and will be operated for commercial purposes.

2. **Estimate of the Cost of the Project.** The total cost of the Project is estimated to be $44,250,000 (approximately $26,250,000 for land and real property improvements and approximately $18,000,000 for personal property). The Project involves the acquisition of real property and the construction of a manufacturing facility enclosing approximately 150,000 square feet of space. The personal property to be acquired will be installed in the manufacturing facility.

3. **Source of Funds to be Expended for the Project.** The source of funds to be expended for the Project will be the proceeds of $44,250,000 estimated aggregate principal amount of taxable industrial revenue bonds in one or more series (collectively, the "Bonds"), to be issued by the City for the Project and to pay costs of issuing the Bonds.

4. **Statement of the Terms Upon Which the Project is to be Leased and Otherwise Disposed of by the City.** The City will take title to the land underlying the Project. The Project will be leased by the City (with an option to purchase the City's interest in the Project) to a company (the "Company"). The lease payments collectively will equal the principal and interest on the Bonds plus certain payments in lieu of taxes, as applicable. The Bonds will be payable solely from the revenues derived by the City from the lease to the Company or other disposition of the Project and the Bonds will not be an indebtedness or general obligation, debt or liability of the City.

5. **Bond Purchase Arrangements.** The Bonds will be offered at a public sale in accordance with the City's charter. It is anticipated that the Company or an affiliate or a related entity will place a bid to purchase the Bonds in the estimated aggregate principal amount of $44,250,000.

6. **Affected School District, Community College District, County and City.** The Joplin R-VIII School District of Jasper County, Missouri; the City; and Jasper County, Missouri, will be affected by the Project as well as the other taxing jurisdictions shown on the attached Cost Benefit Analysis. There is no community college district affected by the Project.

7. **Equalized Assessed Valuation.** The most recent equalized assessed valuation of the real property underlying the Project is approximately $6,670 (such real property is a portion of a larger tract that comprises a single tax parcel). The most recent equalized assessed valuation of the personal property

to be included in the Project is $-0-. The total equalized assessed valuation of the real property and improvements included in the Project after construction is estimated at $2,064,845. The estimated total equalized assessed valuation of the personal property to be included in the Project is as follows:

Personal Property Placed in Service in Year	*Tax Year of Initial Assessment*	*Estimated Initial Assessed Value*
2017	2018	$3,868,846
2018	2019	297,604
2019	2020	1,190,414

8. **Cost/Benefit Analysis.** Attached hereto as **Exhibit A** is the Cost Benefit Analysis for the affected school district, Jasper County, the City and the other affected taxing jurisdictions, which assumes a maximum total period of 15 years of tax abatement from the first year in which real property improvements and personal property acquisitions will be subject to taxation (2018), at a rate of 100% abatement for 10 years and 50% abatement for an additional 5 years thereafter.

9. **Payments in Lieu of Taxes.** The Company will agree to make payments in lieu of taxes during each year in which title to the Project is held by the City. The amounts shown below represent the value of such payments in lieu of taxes, subject to the option of the Company to purchase portions of the personal property from the City at any time during the abatement period and return such personal property to the tax rolls, in which case the payments in lieu of taxes will be reduced on a pro rata basis corresponding to the value of the personal property so purchased. The payments in lieu of taxes represent the value of taxes that would have been due on the underlying real property (which is not subject to abatement pursuant to this Plan), plus 50% of the taxes otherwise due on the improvements and personal property after the initial 10 years of 100% abatement.

Year	**Payment in Lieu of Taxes**
2016	$308
2017	11,738
2018	11,738
2019	11,972
2020	11,972
2021	12,212
2022	12,212
2023	12,456
2024	12,456
2025	12,705
2026	12,705
2027	12,959
2028	75,297
2029	76,325
2030	79,404
2031	79,668
2032	79,668

10. **Sales Tax Exemption on Construction Materials.** Qualified building materials purchased for the construction of the Project are expected to be exempt from sales tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales tax exemption of the qualified building materials on the affected taxing jurisdictions, it was assumed that: (1) the sales tax levies shown below will remain constant through the construction period; (2) $4,000,000 will be spent on qualified construction materials purchased in the State of Missouri, and (3) $2,000,000 will be spent on qualified construction materials purchased in Jasper County, of which $1,000,000 will be purchased in the City. Please note that any variance in these assumptions will alter the fiscal impact of the sales tax exemption on the affected taxing jurisdictions.

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales tax exemption on qualified building materials is as follows:

	Estimated Sales Tax Revenues Subject to Exemption
State of Missouri (4.225%)	$169,000
City of Joplin	
General Revenue (1.0%)	10,000
Capital Improvement (0.375%)	3,750
Public Safety (0.5%)	5,000
Park & Stormwater (0.25%)	2,500
Transportation (0.5%)	5,000
Jasper County	
General Revenue (0.375%)	7,500
General - Bridge (0.25%)	5,000
Emergency Services (0.1%)	2,000
Law Enforcement (0.25%)	5,000
Total Value of Exemption	$214,750

Additionally, the Company anticipates that all or a portion of the personal property to be included in the Project will be exempt from sales tax pursuant to the provisions of Section 144.030 of the Revised Statutes of Missouri as manufacturing equipment.

* * *

EXHIBIT A

COST/BENEFIT ANALYSIS

The accompanying spreadsheet shows the detailed cost/benefit amounts of the proposed Project. It assumes a fixed schedule of payments in lieu of taxes for real and personal property taxes for the duration of the abatement period for the real and personal property to be included in the Project, subject to the option of the Company to purchase portions of the personal property from the City at any time during the abatement period and return such personal property to the tax rolls, in which case the payments in lieu of taxes will be reduced on a pro rata basis corresponding to the value of the personal property so purchased.

The personal property is assumed to be depreciated over a 7 year period. The depreciated value of personal property is based on depreciation schedules designated by Section 137.122 of the Revised Statutes of Missouri for such property.

The 2016 ad valorem tax levy rates were utilized for all taxing jurisdictions. Amounts shown as payments in lieu of taxes attributable to any particular taxing jurisdiction are subject to change based on the then-current levy rates of all relevant taxing jurisdictions.

City of Joplin, Missouri

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT

GILMORE BELL
GILMORE & BELL, P.C.

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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed: 2016
- 2016 Assessed Value of Existing Property (Residential/Agricultural Mix): $ 6,670
- 2017 Appraised Value of Existing Property: $ 650,640
- 2017 Assessed Value of Existing Property (Commercial): $ 208,205
- Appraised Value of Improvements (Commercial - Assessor's square footage method)
  - 2017 $ 5,802,000
- Annual investments of Personal Property
  - 2017 $ 13,000,000
  - 2018 1,000,000
  - 2019 4,000,000
- Bi-annual growth rate of appraised value of underlying real property: 2.0%
- Annual growth rate of appraised value of Improvements and Personal Property: 0.0%
- Assessed value as a percentage of appraised value (real): 32.0%
- Assessed value as a percentage of appraised value (personal): 33.33%
- Terms of abatement:

  Improvements and Personal Property

Years 1-10	100.0%
Years 11-15	50.00%

- Personal Property is depreciated using the following 7 year recovery period schedule:

Year	Recovery Period in Years					
	3	5	[illegible]	10	15	20
0	100.00%	100.00%	[illegible]	100.00%	100.00%	100.00%
1	75.00%	85.00%	[illegible]	92.50%	95.00%	96.25%
2	37.50%	59.50%	[illegible]	78.62%	85.50%	89.03%
3	12.50%	41.65%	[illegible]	66.83%	76.95%	82.35%
4	5.00%	24.99%	[illegible]	56.81%	69.25%	76.18%
5	5.00%	10.00%	[illegible]	48.07%	62.32%	70.46%
6	5.00%	10.00%	[illegible]	39.33%	56.09%	65.18%
7	5.00%	10.00%	[illegible]	30.59%	50.19%	60.29%
8	5.00%	10.00%	[illegible]	21.85%	44.29%	55.77%
9	5.00%	10.00%	[illegible]	15.00%	38.38%	51.31%
10	5.00%	10.00%	[illegible]	15.00%	32.48%	46.85%
11	5.00%	10.00%	[illegible]	15.00%	26.57%	42.38%
12	5.00%	10.00%	[illegible]	15.00%	20.67%	37.92%
13	5.00%	10.00%	[illegible]	15.00%	15.00%	33.46%
14	5.00%	10.00%	[illegible]	15.00%	15.00%	29.00%
15	5.00%	10.00%	[illegible]	15.00%	15.00%	24.54%
16	5.00%	10.00%	[illegible]	15.00%	15.00%	20.08%
17 and on	5.00%	10.00%	[illegible]	15.00%	15.00%	20.00%

Summary of Tax Impact Analysis
(Real and Personal Property)

Tax Distribution	Tax Rate	Projected Tax Revenue for Real and Personal Property Without Abatement	Revenue Generated from PILOT Payments	Value of Abatement
State Blind Pension	0.0300	$ 16,475	$ 2,872	$ 13,603
Jasper County	0.1015	55,740	9,716	46,024
Sheltered Workshop	0.0857	47,063	8,203	38,860
Mental Health	0.0857	47,063	8,203	38,860
R-VIII School District	3.6600	2,009,931	350,341	1,659,590
Joplin Road District	0.2243	123,177	21,470	101,707
City of Joplin	0.4303	236,304	41,189	195,115
Surtax	1.0200	320,521	83,799	236,722
	5.6375	$ 2,856,274	$ 525,794	$ 2,330,480

Projected Tax Revenues and PILOT Payments
(Existing Real Property - Not Subject to Abatement)
(Projected PILOT Payments for Existing Real Property equal Projected Tax Revenues shown)

Estimated Assessed Value of Existing Real Property		$ 6,670	$ 208,205	$ 208,205	$ 212,369	$ 212,369	$ 216,616	$ 216,616	$ 220,949	$ 220,949
Taxing Jurisdiction	Tax Rate per $100	2016	2017	2018	2019	2020	2021	2022	2023	2024
State Blind Pension	0.0300	$ 2	$ 62	$ 62	$ 64	$ 64	$ 65	$ 65	$ 66	$ 66
Jasper County	0.1015	7	211	211	216	216	220	220	224	224
Sheltered Workshop	0.0857	6	178	178	182	182	186	186	189	189
Mental Health	0.0857	6	178	178	182	182	186	186	189	189
R-VIII School District	3.6600	244	7,620	7,620	7,773	7,773	7,928	7,928	8,087	8,087
Joplin Road District	0.2243	15	467	467	476	476	486	486	496	496
City of Joplin	0.4303	29	896	896	914	914	932	932	951	951
Surtax	1.0200	-	2,124	2,124	2,166	2,166	2,209	2,209	2,254	2,254
	5.6375	$ 308	$ 11,738	$ 11,738	$ 11,972	$ 11,972	$ 12,212	$ 12,212	$ 12,456	$ 12,456

Estimated Assessed Value of Existing Real Property		$ 225,368	$ 225,368	$ 229,875	$ 229,875	$ 234,472	$ 234,472	$ 239,162	$ 239,162	
Taxing Jurisdiction	Tax Rate per $100	2025	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 68	$ 68	$ 69	$ 69	$ 70	$ 70	$ 72	$ 72	$ 1,074
Jasper County	0.1015	229	229	233	233	238	238	243	243	3,634
Sheltered Workshop	0.0857	193	193	197	197	201	201	205	205	3,069
Mental Health	0.0857	193	193	197	197	201	201	205	205	3,069
R-VIII School District	3.6600	8,248	8,248	8,413	8,413	8,582	8,582	8,753	8,753	131,054
Joplin Road District	0.2243	506	506	516	516	526	526	536	536	8,032
City of Joplin	0.4303	970	970	989	989	1,009	1,009	1,029	1,029	15,408
Surtax	1.0200	2,299	2,299	2,345	2,345	2,392	2,392	2,439	2,439	36,455
	5.6375	$ 12,705	$ 12,705	$ 12,959	$ 12,959	$ 13,218	$ 13,218	$ 13,483	$ 13,483	$ 201,794

Projected Tax Revenues Without Abatement
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	67,953
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	4,164
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	7,989
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	18,938
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	$1,856,640	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 8,355
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	28,267
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	23,867
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	23,867
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	1,019,295
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	62,467
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	119,837
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	284,066
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$1,570,021

Projected PILOT Amount
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1015	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0857	-	-	-	-	-	-	-	-
Mental Health	0.0857	-	-	-	-	-	-	-	-
R-VIII School District	3.6600	-	-	-	-	-	-	-	-
Joplin Road District	0.2243	-	-	-	-	-	-	-	-
City of Joplin	0.4303	-	-	-	-	-	-	-	-
Surtax	1.0200	-	-	-	-	-	-	-	-
	5.6375	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	
PILOT Payment		0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 278	$ 278	$ 278	$ 278	$ 278	$ 1,392
Jasper County	0.1015	-	-	942	942	942	942	942	4,711
Sheltered Workshop	0.0857	-	-	796	796	796	796	796	3,978
Mental Health	0.0857	-	-	796	796	796	796	796	3,978
R-VIII School District	3.6600	-	-	33,977	33,977	33,977	33,977	33,977	169,883
Joplin Road District	0.2243	-	-	2,082	2,082	2,082	2,082	2,082	10,411
City of Joplin	0.4303	-	-	3,995	3,995	3,995	3,995	3,995	19,973
Surtax	1.0200	-	-	9,469	9,469	9,469	9,469	9,469	47,344
	5.6375	-	-	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 261,670

Projected Tax Abatement
(Real Property Improvements)

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640
Abatement Percentage		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557	$ 557
Jasper County	0.1015	1,884	1,884	1,884	1,884	1,884	1,884	1,884	1,884
Sheltered Workshop	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
Mental Health	0.0857	1,591	1,591	1,591	1,591	1,591	1,591	1,591	1,591
R-VIII School District	3.6600	67,953	67,953	67,953	67,953	67,953	67,953	67,953	67,953
Joplin Road District	0.2243	4,164	4,164	4,164	4,164	4,164	4,164	4,164	4,164
City of Joplin	0.4303	7,989	7,989	7,989	7,989	7,989	7,989	7,989	7,989
Surtax	1.0200	18,938	18,938	18,938	18,938	18,938	18,938	18,938	18,938
	5.6375	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668	$ 104,668

Estimated Assessed Value of Real Property Improvements		$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	$ 1,856,640	
Abatement Percentage		100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 557	$ 557	$ 278	$ 278	$ 278	$ 278	$ 278	$ 6,962
Jasper County	0.1015	1,884	1,884	942	942	942	942	942	23,556
Sheltered Workshop	0.0857	1,591	1,591	796	796	796	796	796	19,889
Mental Health	0.0857	1,591	1,591	796	796	796	796	796	19,889
R-VIII School District	3.6600	67,953	67,953	33,977	33,977	33,977	33,977	33,977	849,413
Joplin Road District	0.2243	4,164	4,164	2,082	2,082	2,082	2,082	2,082	52,056
City of Joplin	0.4303	7,989	7,989	3,995	3,995	3,995	3,995	3,995	99,864
Surtax	1.0200	18,938	18,938	9,469	9,469	9,469	9,469	9,469	236,722
	5.6375	$ 104,668	$ 104,668	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 52,334	$ 1,308,351

Projected Tax Revenues Without Abatement
(Personal Property)

Estimated Assessed Value of Personal Property		$ 3,868,846	$ 3,337,566	$ 3,812,985	$ 2,977,069	$ 2,205,079	$ 1,470,153	$ 902,910	$ 711,662
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 1,161	$ 1,001	$ 1,144	$ 893	$ 662	$ 441	$ 271	$ 214
Jasper County	0.1015	3,927	3,388	3,870	3,022	2,238	1,492	916	722
Sheltered Workshop	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
Mental Health	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
R-VIII School District	3.6600	141,600	122,155	139,555	108,961	80,706	53,808	33,047	26,047
Joplin Road District	0.2243	8,678	7,486	8,553	6,678	4,946	3,298	2,025	1,596
City of Joplin	0.4303	16,648	14,362	16,407	12,810	9,488	6,326	3,885	3,062
	4.6175	$ 178,644	$ 154,112	$ 176,065	$ 137,466	$ 101,820	$ 67,884	$ 41,692	$ 32,861

Estimated Assessed Value of Personal Property		$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180	$ 180	$ 7,046
Jasper County	0.1015	609	609	609	609	609	609	609	23,838
Sheltered Workshop	0.0857	514	514	514	514	514	514	514	20,127
Mental Health	0.0857	514	514	514	514	514	514	514	20,127
R-VIII School District	3.6600	21,958	21,958	21,958	21,958	21,958	21,958	21,958	859,582
Joplin Road District	0.2243	1,346	1,346	1,346	1,346	1,346	1,346	1,346	52,679
City of Joplin	0.4303	2,582	2,582	2,582	2,582	2,582	2,582	2,582	101,060
	4.6175	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 27,702	$ 1,084,459

		Personal Property Assessed Value (7-Year Depreciation)							
		2018	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
2018	13,000,000	3,868,846	3,039,963	2,388,728	1,857,948	1,327,167	796,387	433,290	433,290
2019	1,000,000		297,604	233,843	183,748	142,919	102,090	61,261	33,330
2020	4,000,000			1,190,414	935,373	734,993	571,676	408,359	245,042
	18,000,000	$ 3,868,846	$ 3,337,566	$ 3,812,985	$ 2,977,069	$ 2,205,079	$ 1,470,153	$ 902,910	$ 711,662

		2026	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**
2018	13,000,000	433,290	433,290	433,290	433,290	433,290	433,290	433,290
2019	1,000,000	33,330	33,330	33,330	33,330	33,330	33,330	33,330
2020	4,000,000	133,320	133,320	133,320	133,320	133,320	133,320	133,320
	18,000,000	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940	$ 599,940

Projected PILOT Amount
(Personal Property)

Estimated Assessed Value of Personal Property Acquired in 2017		$3,868,846	$3,039,963	$ 2,388,728	$ 1,857,948	$ 1,327,167	$ 796,387	$ 433,290	$ 433,290
PILOT Payment		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Personal Property Acquired in 2018			$ 297,604	$ 233,843	$ 183,748	$ 142,919	$ 102,090	$ 61,261	$ 33,330
PILOT Payment			0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Estimated Assessed Value of Personal Property Acquired in 2019				$ 1,190,414	$ 935,373	$ 734,993	$ 571,676	$ 408,359	$ 245,042
PILOT Payment				0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jasper County	0.1015	-	-	-	-	-	-	-	-
Sheltered Workshop	0.0857	-	-	-	-	-	-	-	-
Mental Health	0.0857	-	-	-	-	-	-	-	-
R-VIII School District	3.6600	-	-	-	-	-	-	-	-
Joplin Road District	0.2243	-	-	-	-	-	-	-	-
City of Joplin	0.4303	-	-	-	-	-	-	-	-
	4.6175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Estimated Assessed Value of Personal Property Acquired in 2017	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	
PILOT Payment	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2018	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	
PILOT Payment	0.00%	0.00%	0.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2019	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	
PILOT Payment	0.00%	0.00%	0.00%	0.00%	50.00%	50.00%	50.00%	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ -	$ -	$ 65	$ 70	$ 90	$ 90	$ 90	$ 405
Jasper County	0.1015	-	-	220	237	304	304	304	1,370
Sheltered Workshop	0.0857	-	-	186	200	257	257	257	1,157
Mental Health	0.0857	-	-	186	200	257	257	257	1,157
R-VIII School District	3.6600	-	-	7,929	8,539	10,979	10,979	10,979	49,405
Joplin Road District	0.2243	-	-	486	523	673	673	673	3,028
City of Joplin	0.4303	-	-	932	1,004	1,291	1,291	1,291	5,808
	4.6175	$ -	$ -	$ 10,004	$ 10,773	$ 13,851	$ 13,851	$ 13,851	$ 62,330

Projected Tax Abatement
(Personal Property)

Estimated Assessed Value of Personal Property Acquired in 2017		$3,868,846	$3,039,963	$ 2,388,728	$ 1,857,948	$ 1,327,167	$ 796,387	$ 433,290	$ 433,290
PILOT Payment		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Estimated Assessed Value of Personal Property Acquired in 2018			$ 297,604	$ 233,843	$ 183,748	$ 142,919	$ 102,090	$ 61,261	$ 33,330
PILOT Payment			100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Estimated Assessed Value of Personal Property Acquired in 2019				$ 1,190,414	$ 935,373	$ 734,993	$ 571,676	$ 408,359	$ 245,042
PILOT Payment				100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Taxing Jurisdiction	Tax Rate per $100	2018	2019	2020	2021	2022	2023	2024	2025
State Blind Pension	0.0300	$ 1,160.65	$ 1,001.27	$ 1,143.89	$ 893.11	$ 661.53	$ 441.05	$ 270.88	$ 213.50
Jasper County	0.1015	3,927	3,388	3,870	3,022	2,238	1,492	916	722
Sheltered Workshop	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
Mental Health	0.0857	3,316	2,860	3,268	2,551	1,890	1,260	774	610
R-VIII School District	3.6600	141,600	122,155	139,555	108,961	80,706	53,808	33,047	26,047
Joplin Road District	0.2243	8,678	7,486	8,553	6,678	4,946	3,298	2,025	1,596
City of Joplin	0.4303	16,648	14,362	16,407	12,810	9,488	6,326	3,885	3,062
	4.6175	$ 178,644	$ 154,112	$ 176,065	$ 137,466	$ 101,820	$ 67,884	$ 41,692	$ 32,861

Estimated Assessed Value of Personal Property Acquired in 2017		$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	$ 433,290	
PILOT Payment		100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2018		$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	$ 33,330	
PILOT Payment		100.00%	100.00%	100.00%	50.00%	50.00%	50.00%	50.00%	
Estimated Assessed Value of Personal Property Acquired in 2019		$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	$ 133,320	
PILOT Payment		100.00%	100.00%	100.00%	100.00%	50.00%	50.00%	50.00%	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 179.99	$ 179.99	$ 115.00	$ 110.00	$ 90.00	$ 90.00	$ 90.00	$ 6,641
Jasper County	0.1015	609	609	389	372	304	304	304	22,468
Sheltered Workshop	0.0857	514	514	328	314	257	257	257	18,971
Mental Health	0.0857	514	514	328	314	257	257	257	18,971
R-VIII School District	3.6600	21,958	21,958	14,029	13,419	10,979	10,979	10,979	810,177
Joplin Road District	0.2243	1,346	1,346	860	822	673	673	673	49,651
City of Joplin	0.4303	2,582	2,582	1,649	1,578	1,291	1,291	1,291	95,251
	4.6175	$ 27,702	$ 27,702	$ 17,699	$ 16,929	$ 13,851	$ 13,851	$ 13,851	$ 1,022,129

Projected Tax Revenues Without Project

Estimated Assessed Value of Existing Real Property		$ 6,670	$ 6,803	$ 6,803	$ 6,939	$ 6,939	$ 7,078	$ 7,078	$ 7,220	$ 7,220
Taxing Jurisdiction	Tax Rate per $100	2016	2017	2018	2019	2020	2021	2022	2023	2024
State Blind Pension	0.0300	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2
Jasper County	0.1015	7	7	7	7	7	7	7	7	7
Sheltered Workshop	0.0857	6	6	6	6	6	6	6	6	6
Mental Health	0.0857	6	6	6	6	6	6	6	6	6
R-VIII School District	3.6600	244	249	249	254	254	259	259	264	264
Joplin Road District	0.2243	15	15	15	16	16	16	16	16	16
City of Joplin	0.4303	29	29	29	30	30	30	30	31	31
Surtax	1.0200	-	69	69	71	71	72	72	74	74
	5.6375	$ 308	$ 384	$ 384	$ 391	$ 391	$ 399	$ 399	$ 407	$ 407

Estimated Assessed Value of Existing Real Property		$ 7,364	$ 7,364	$ 7,512	$ 7,512	$ 7,662	$ 7,662	$ 7,815	$ 7,815	
Taxing Jurisdiction	Tax Rate per $100	2025	2026	2027	2028	2029	2030	2031	2032	Total
State Blind Pension	0.0300	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 2	$ 37
Jasper County	0.1015	7	7	8	8	8	8	8	8	125
Sheltered Workshop	0.0857	6	6	6	6	7	7	7	7	106
Mental Health	0.0857	6	6	6	6	7	7	7	7	106
R-VIII School District	3.6600	270	270	275	275	280	280	286	286	4,519
Joplin Road District	0.2243	17	17	17	17	17	17	18	18	277
City of Joplin	0.4303	32	32	32	32	33	33	34	34	531
Surtax	1.0200	75	75	77	77	78	78	80	80	1,191
	5.6375	$ 415	$ 415	$ 423	$ 423	$ 432	$ 432	$ 441	$ 441	$ 6,892

$44,250,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(_____ PROJECT)
SERIES 2016

DATED AS OF DECEMBER 1, 2016

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, _____, ___, a ___ corporation (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 November __, 2016 (the "Ordinance") and a Trust Indenture dated as of December 1, 2016 (the "Indenture"), by and between the City and Commerce Bank, Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **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 _____, ___, a ___ corporation (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 corporation duly organized, validly existing and in good standing under the laws of the State of _____ and is qualified to do business in and is in good standing under the laws of 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 be applied to the payment of Project Costs or as otherwise provided in the Indenture at 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 $44,250,000.

As used herein, the term "Closing Date" shall mean December ___, 2016, 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 $44,250,000; 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,

_____, ___,
a ___ corporation,
as Purchaser

By: _____
Name:
Title:

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

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

_____, ___,
a ___ corporation,
as Company

By: _____
Name:
Title:

CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

_____, __,
As Lessee

LEASE AGREEMENT

Dated as of December 1, 2016

Relating to:

$44,250,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(_____ Project)
Series 2016

Certain rights of the City of Joplin, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to Commerce Bank, Kansas City, Missouri, as Trustee under the Trust Indenture dated as of December 1, 2016, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of December 1, 2016 (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 _____, ___, a corporation organized and existing under the laws of the State of Oregon, 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 November 21, 2016, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (_____ Project), Series 2016, in the maximum principal amount of $44,250,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including such land and the associated buildings, 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 Site, 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 Commerce Bank, 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 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 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.

"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.

"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) As of the date of delivery hereof, the City has acquired the Project Site and agrees to construct and improve or cause to be constructed, improved and installed thereon the 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 corporation duly organized, validly existing and in good standing under the laws of the State of Oregon and is qualified to do business in and is in good standing under the laws of 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 best of the Company's knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction, improvement and equipping of the 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.

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, 2032.

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 its best 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 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. Acquisition, Construction, Improvement and Installation of the Project. The City and the Company agree that the Company, as the agent of the City, shall acquire, construct, improve and install the Project Improvements and the Project Equipment as follows:

(a) The City has acquired the Project Site prior to the execution hereof. Concurrently with the execution of this Lease, (i) a deed and any other necessary instruments of transfer will be delivered to the City and placed of record, and (ii) the commitment for title insurance or ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(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 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. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**;

(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. 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. If the Company makes additions to, or replacements of, the Project Equipment for the purpose of repairing damage or normal wear and tear, such additions and/or 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 addition or 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 corresponds to the

list of Project Equipment maintained by the Trustee pursuant to **Section 10.8**. 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.

(d) 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 and approved by an Authorized Company Representative,

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

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

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

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of the knowledge of the Authorized Company Representative there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Project which, if unpaid, might

become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative and the Authorized City Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Trustee shall retain copies of all requisition certificates for the same period of record retention described in **Section 703** of the 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 completed in accordance with the Plans and Specifications, (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, (1) 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, and (2) such certificate shall be deemed given on December 31, 2019 if not actually filed with the City by such date, subject to any delay to the extent caused by force majeure, including, without limitation, damage or destruction by fire or casualty, strike, lockout, civil disorder, war, restrictive government regulations, lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the completion of the Project, shortage or delay in shipment of material or fuel, acts of God, unusually adverse weather or wet soil conditions, or other like causes beyond the Company's reasonable control, including without limitation any litigation, court order or judgment resulting from any litigation affecting the validity of this Lease, the Indenture, the Ordinance or the Project (collectively, a "Permitted Excuse"). The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee. If the Company makes additions to, substitutions for, or replacements of, the Project for the purpose of repairing damage or normal wear and tear or substituting property in the case of condemnation under **Section 8.2(c), Section 9.1(a)** or **Section 9.2(b)**, such additions, 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 additions, 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 Site, 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, and all additions or enlargements thereto or thereof, 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, 2017 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, 2032** (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) all 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. Before conveying title to any real property to the City, the Company will obtain, from a title insurance company reasonably acceptable to the City, a

commitment for title insurance or provide such other report in a form reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

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 facility at the Project Site is under construction, the Company shall 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 Company 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, the Company 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 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, 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 makes additions to the Project Equipment or otherwise replaces any Project Equipment for the purpose of repairing damage or normal wear and tear, such additions and/or 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 Site, 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 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 incur related to any such contest. The Company shall reimburse the City for any expense 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 Site 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 Site 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 Site 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, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** 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 Coity 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, 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. 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.

(f) Notwithstanding the foregoing, the City may agree to other provisions and documents requested by the Company or any Financing Party not contemplated by this **Section 10.4**, subject to approval by ordinance of the City Council.

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 purchase and installation of 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) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the

presence, release or use of any hazardous substance or other material regulated by any applicable Environmental Law on the Project Site 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 Site 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 Site 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 gross negligence or willful misconduct by the City 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. 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 Site, 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. 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.

Section 11.4. Obligation to Purchase the Project.

(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.

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.

(c) 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.

(d) The Company may sublet less than 10% of the Project to a single entity for any lawful purpose under the Act. 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. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further

subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

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. 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: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

_____, ___,
a ___ corporation

By: _____
Name:
Title:

EXHIBIT A

PROJECT SITE

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

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

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

The purchase and construction of a frozen foods manufacturing facility including buildings, site improvements and related fixtures and improvements.

PROJECT EQUIPMENT

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

All items of machinery, equipment and parts or other personal property installed or acquired in the Project Improvements or elsewhere on the Project Site, and all replacements therefore and additions thereto as provided in the Indenture and the Lease.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: COMMERCE BANK, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF DECEMBER 1, 2016, BETWEEN CITY OF JOPLIN, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF DECEMBER 1, 2016, BETWEEN CITY OF JOPLIN, MISSOURI AND _____, ___.

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.

_____, ___

By: _____
Authorized Company Representative

Approved this _____ day of _____, 20___.

CITY OF JOPLIN, MISSOURI

By: _____
Authorized City Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Company by these presents does now GRANT and CONVEY, unto the CITY OF JOPLIN, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Project" as defined under the Lease Agreement dated as of December 1, 2016, 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

CITY OF JOPLIN, MISSOURI,
the City

AND

COMMERCE BANK,
as Trustee

TRUST INDENTURE

Dated as of December 1, 2016

Relating to:

$44,250,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Development Revenue Bonds
(_____ Project)
Series 2016

TRUST INDENTURE

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Exhibit D – Form of Representation Letter

TRUST INDENTURE

THIS TRUST INDENTURE dated as of December 1, 2016 (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 **COMMERCE BANK**, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

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

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on November __, 2016, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (_____ Project), Series 2016, in the maximum principal amount of $44,250,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including such land and the associated buildings, 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 Site, the Project Improvements, and the Project Equipment collectively being the "Project"). The Project is designed to be used for the manufacturing, packaging and distributing of frozen food products.

3. The Ordinance authorizes the City to lease the Project to _____, ___, a ___ corporation (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, 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 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 (_____ Project), Series 2016, in the maximum aggregate principal amount of $44,250,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Joplin, Missouri, Bond Fund -- _____, ___" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of December 1, 2016, 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 principal corporate trust office or the principal 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, which amount shall be equal to any Project Costs spent by the Company from its own funds before the Closing Date plus the costs of issuing the Bonds.

"Company" means _____, ___, a ___ corporation, 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, which shall be deemed executed and filed if not actually executed and filed by December 31, 2019, except as otherwise provided in **Section 4.5** of the Lease.

"Costs of Issuance Fund" means the "City of Joplin, Missouri, Costs of Issuance Fund -- _____, ___" 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 $44,250,000, 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 Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(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, 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 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 satisfactory to it 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 Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of December 1, 2016, 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.

"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 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 December 1, 2016, between the City and the Company, as amended and supplemented from time to time.

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes, special assessments and other governmental charges not then delinquent, (b) the Indenture, the Lease and the Performance Agreement, (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, and (d) such exceptions to title set forth in the title report included in the transcript of proceedings relating to the Bonds and are acceptable to the Company and the City.

"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 Site, 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, improving and equipping the Project, including the following:

(a) all costs and expenses necessary or incident to the acquisition of the Project Site, the construction, extension and improvement of the Project Improvements located on the Project Site, and the acquisition and installation of the Project Equipment;

(b) fees and expenses of architects, appraisers, surveyors, consultants and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of acquisition, purchase, construction, improvement and equipping, preparation of plans, drawings and specifications and supervision of construction and renovation, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the acquisition, purchase, construction, improvement and equipping of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in connection with the acquisition, purchase, construction and improvement of the Project Improvements and otherwise improving the Project Site and purchasing and installing the Project Equipment, including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the acquisition, purchase, construction, improvement and equipping of the Project;

(d) interest accruing on the Bonds during the construction period of the Project;

(e) the cost of title insurance reports, if any, and the cost of any other insurance maintained during the construction period in accordance with **Article VII** of the Lease;

(f) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction and improvement of the Project;

(g) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the construction, improvement and equipping of the Project; and (3) the financing thereof; and

(h) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"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 -- _____, ___" created in **Section 501** hereof.

"Project Improvements" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached 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 Standard & Poor's Ratings Services, a division of McGraw Hill Financial, Inc., its successors and assigns, and if such corporation 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 Commerce Bank, a state banking corporation duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, 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 and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided in the Lease.

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 (_____ Project), Series 2016." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $44,250,000.

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 principal 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 $44,250,000 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 (_____ Project), Series 2016." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on December 1, 2032 (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:

(1) An original or certified 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) Original executed counterparts 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 of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. 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 the City's approval of each requisition certificate. The Company 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 amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Purchaser and the Company (if not the sole Owner of the Bonds) and the City. The Trustee shall keep a record of the total requisitions submitted by the Company for the Project, and shall notify the Company and the City in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(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, 2017, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $44,250,000 and further provided that the Bonds shall be paid in full no later than December 1, 2032. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(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 on a monthly basis. After the Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, 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) The Bonds are subject to mandatory redemption, in whole, in the event that the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site, and the same remains uncared for or abandoned for a period of one year after notice of such condition is provided to the Company by the City. Such notice shall specify the date on which the condition or conditions described in this subsection first occurred and the date (not less than one year after the date so specified) upon which the Company must redeem all Outstanding Bonds. Such notice shall not be given by the City during any period of time allowed under **Section 9.1** or **9.2** of the Lease for the repair, restoration, replacement, substitution or rebuilding of damage to, destruction of or with respect to condemnation of the Project.

(d) 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 – _____, ___" (herein called the "Project Fund");

(b) "City of Joplin, Missouri, Costs of Issuance Fund – _____, ___" (herein called the "Costs of Issuance Fund"); and

(c) "City of Joplin, Missouri, Bond Fund – _____, ___" (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(d)** and **(e)** 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(d)** and **(e)** 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, 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 without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by March 1, 2017 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.

(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 may 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.

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 and all supplements hereto and such other documents as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Owners and the Company under the Lease and the rights of the Trustee 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 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. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

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 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. While the Company shall have no obligation to cure any default under this Indenture (except for such defaults as result from a default under **Section 12.1** of the Lease), the cure of any default hereunder by the Company shall be accepted as if such cure was made by the City.

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 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, 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.

(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.

(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.

(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.

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. 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.

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.

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 City and the Owners and signed by the Company.

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

with copy to:

The Joplin Area Chamber of Commerce
320 E. 4th Street
Joplin, Missouri 64801
ATTN: Rob O'Brian

(b) To the Trustee:

Commerce Bank
922 Walnut Street
10th Floor, Mail Stop TBMZ-5
Kansas City, Missouri 64106
ATTN: Corporate Trust Department

(c) To the Company:

_____

with a copy to:

White Goss
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111
ATTN: Kimberley S. Spies

(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.

[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: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

COMMERCE BANK,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

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

[**INSERT LEGAL DESCRIPTION**]

EXHIBIT B

PROJECT IMPROVEMENTS

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

The purchase and construction of a frozen foods manufacturing facility including buildings, site improvements and related fixtures and improvements.

PROJECT EQUIPMENT

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

All items of machinery, equipment and parts or other personal property installed or acquired in the Project Improvements or elsewhere on the Project Site, and replacements thereof and additions thereto as provided in the Indenture and the Lease.

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 $44,250,000

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(_____ PROJECT)
SERIES 2016

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2032	December___, 2016

OWNER: _____

MAXIMUM PRINCIPAL AMOUNT: **FORTY-FOUR MILLION TWO HUNDRED FIFTY 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, 2017, 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 (_____ Project), Series 2016," in the maximum aggregate principal amount of $44,250,000 (the "Bonds"), to be issued for the purpose of acquiring, constructing, improving and equipping a project located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project"). The City will lease the land on which the Project is located (the "Project Site"), the improvements to be made thereon and equipment to be installed therein (collectively, the "Project") to _____, ___, a ___ corporation (the "Company"), under the terms of a Lease Agreement dated as of December 1, 2016 (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 December 1, 2016 (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 Commerce Bank, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

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

THE 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 -- _____, ___"

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 $44,250,000.

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: _____

Commerce Bank,
as Trustee

By _____
Authorized Signatory

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(_____ PROJECT)
SERIES 2016

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

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

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

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

Dated: _____.

_____

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

Signature Guaranteed By:

_____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By _____

Title: _____

EXHIBIT D

FORM OF REPRESENTATION LETTER

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

Commerce Bank

_____
Kansas City
ATTN: Corporate Trust Department

Re: $44,250,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (_____ Project), Series 2016 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 December 1, 2016 (the "Indenture"), between the City of Joplin, Missouri (the "City") and Commerce Bank, 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 _____, ___, a ___ corporation (the "Company"), under a Lease Agreement dated as of December 1, 2016 (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: _____

PERFORMANCE AGREEMENT

Dated as of December 1, 2016

BETWEEN

THE CITY OF JOPLIN, MISSOURI

AND

_____, ___

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of December 1, 2016, 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 _____, ___, a ___ corporation (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 November 21, 2016, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (_____ Project), Series 2016, in the maximum principal amount of $44,250,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project Site"), including such land and the associated buildings, structures and fixtures (the "Project Improvements") and equipment (the "Project Equipment," with the Project Site, the Project Improvements, and the Project Equipment collectively being the "Project");

3. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture with Commerce Bank (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 acquire, purchase, construct, 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, 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:

"Additional PILOT Payment" means an amount (in addition to the PILOT Payments set out in **Section 3.2**) that becomes due under **Section 3.3(a)** or **(b)**.

"Agreement" means this Performance Agreement dated as of December 1, 2016, 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.

"Base Wage" means $34,000 per year, provided that, starting with the September 30, 2020 Test Date, and on every Test Date thereafter that falls in an even-numbered year, the Base Wage shall be adjusted by entering in the Consumer Price Index Inflation Calculator available at http://www.bls.gov/data/inflation_calculator.htm (or similar website maintained by the United States Bureau of Labor Statistics) an initial amount of $34,000, a starting year of 2016 and an ending year that is the same as the year of the Test Date in question (the Base Wage for odd year Test Dates shall be the same as the Base Wage for the immediately prior even year); *provided that*, if the United States Bureau of Labor Statistics no longer provides a Consumer Price Index Inflation Calculator similar to that provided at such website, the amount of $34,000 shall be multiplied by the aggregate increase in the average Consumer Price Index, as reported by the United States Bureau of Labor Statistics, for the time period elapsed between December 2016 and the applicable Test Date.

"Chamber" means the Joplin Area Chamber of Commerce.

"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 equivalent employment position of the Company of not less than 35 hours per week at the Project Site (provided that part time positions can be aggregated to equal a full time equivalent position, i.e. two .50 full-time equivalent employment positions equals one Job), which includes employee benefits offered by the Company to similarly situated employees (which shall include health insurance) and all such Jobs, when averaged together, pay an average wage equivalent (when aggregated to a full time basis) equal to or greater than the current Base Wage. Positions filled by workers who are not directly employed by the Company do not qualify as "Jobs" for purposes of this definition. Accordingly, Jobs may be full time or part time. Jobs may pay more or less than Base Wage, provided all Jobs, when averaged together, equal or exceed the Base Wage.

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

"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 Site, 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.

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

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

"Required Number of Jobs" means 375 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 (determined by the Assessor of the County) that would have been attributable to the Project for such calendar year if the City did not hold title to such property.

"Test Date" means September 30 of each year, beginning on September 30, 2019, and ending on September 30, 2032.

"Trustee" means Commerce Bank, as trustee under the Indenture.

ARTICLE II

ISSUANCE OF BONDS

Section 2.1. Issuance of the Bonds. As described herein, 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 the fee simple interest in the Project Site at the time of the issuance of the Bonds and 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(d)** herein).

Each PILOT Payment shall be paid no later than 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 5% per annum until paid. Each PILOT Payment shall be paid to the City at the address set forth in **Section 1403** of the Indenture.

Section 3.3. Additional PILOT Payments; Adjustments to PILOT Payments.

(a) In the event the Company fails to spend at least $35,400,000 (approximately 80% of anticipated Project Costs) on the Project on or before September 30, 2019 (as certified to the Trustee and the City through requisition certificates submitted to the Trustee in accordance with the Lease Agreement), the Company shall make Additional PILOT Payments in an amount equal to the Investment Deficiency Percentage (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments and the Taxes Otherwise Due during the year in which the failure occurs and any subsequent year in which such failure persists as of September 30 of such year and during which the Exemption applies by virtue of City ownership. The Investment Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

Investment Deficiency Percentage = (1 – (certified Project Costs / $35,400,000)) x 100.

(b) In the event the Company fails to maintain the Required Number of Jobs at the Project Site on the Test Date for any two consecutive Test Dates, measured by determining the highest actual number of Jobs during the 90-day period ending on such Test Dates, the Company shall make an Additional PILOT Payment for the year in which the second of such Test Dates falls in an amount equal to the Jobs Deficiency Percentage for such year (calculated as shown below) multiplied by the amount of the difference between the PILOT Payments and the Taxes Otherwise Due. The Jobs Deficiency Percentage shall be calculated, beginning at zero percent (0%) for compliance, in accordance with the following formula, with the result expressed as a percentage:

Jobs Deficiency Percentage = (1 – (a / b)) x 100, where

a = Highest number of Jobs during the 90 day period ending on Test Date, and
b = Required Number of Jobs for the Test Date.

Notwithstanding the foregoing, upon recommendation of the Chamber and certification by the Company that unforeseeable business conditions have caused the Company to employ fewer Jobs than projected at the time this Agreement was executed, the City Council may by ordinance waive the Additional PILOT Payments, or any portion thereof, otherwise required by this subsection.

(c) Each Additional PILOT Payment shall be due on December 1 of the year in which the failure giving rise to the Additional PILOT Payment occurs (and on December 1 of each subsequent year in which such failure persists as of September 30 of such year). In no event shall the sum of the Additional PILOT Payments payable under this Section, together with the PILOT Payments pursuant to **Section 3.2** hereof, for any given tax year exceed 100% of the Taxes Otherwise Due. Additional PILOT Payments shall not apply retrospectively to any years prior to the year in which a failure occurs and shall not accrue prospectively for future years based on current or past failures.

(d) In the case of any partial or complete purchase of the Project Equipment by the Company in accordance with **Section 11.1(b)** of the Lease Agreement, the PILOT Payments shown on **Exhibit B** for the years 2028 through 2032 shall be reduced by the amount calculated as follows:

reduction amount = (a / b) x c, where

a = the total Project Costs paid with respect to the Project Equipment so purchased under **Section 4.4** of the Lease Agreement,
b = the total of all Project Costs paid under **Section 4.4** of the Lease Agreement with respect to all Project Equipment, and
c = the amount shown below for the applicable year:

Year	Amount
2028	$10,004
2029	10,773
2030	13,851
2031	13,851
2032	13,851

The reduction amount may equal but shall not exceed the amount shown in the table above for the applicable year.

Section 3.4. Obligation to Effect Tax Abatement. The City shall take all actions, subject only to limitations imposed by applicable law, to obtain and/or maintain in effect the Exemption, including any timely filing required with any governmental authorities ("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 Additional PILOT Payments shall be reduced by the amount of Property Taxes actually paid, if any, and the amount paid in PILOT Payments and Additional PILOT 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 they are 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 Additional PILOT 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 Additional PILOT 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 15th 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 $12,959 (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. On December 1, 2027, the PILOT Reserve Requirement shall be increased to $79,668 and, on such date, the Company shall deposit an amount in the PILOT Reserve Account sufficient to increase the balance of the PILOT Reserve Account to the new PILOT Reserve Requirement.

(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 $1,000).

(d) On December 1, 2032, the balance of the PILOT Reserve Account shall be applied by the City to payment of the PILOT Payment due on such date. Any amounts remaining in the PILOT Reserve Account after payment of all PILOT Payments due and owing on such date 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 corporation duly formed and existing under the laws of the State of ___, 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 incorporation or bylaws of the Company, as the same may be amended and supplemented, or to the best of the Company's knowledge, any applicable provision of law, nor 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 best of 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 obligations under this Agreement;

(5) 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 best of 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 warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.

Section 4.4. Sales Tax Exemptions. In order to obtain an exemption from state and local sales taxes, the City will provide a project exemption certificate to the Company in connection with the Company's acquisition of the construction materials for the Project Improvements. The project exemption certificate shall not be used by the Company in connection with the acquisition of the Project Equipment.

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 Additional PILOT 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 (except for situations described in subsection 6.1(c)(2), below), 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) Either (1) the Company both (i) fails to provide any Annual Jobs Report on or before November 15th 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, or (2) an Event of Default occurs as described under **Section 3.10(b)**.

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 5% 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 Additional PILOT 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 Additional PILOT 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 Additional PILOT 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 Additional PILOT 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 Additional PILOT 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., 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 business entity receiving tax abatement, 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 entity receiving tax abatement. 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, 2017.

[remainder of page intentionally left blank]

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

CITY OF JOPLIN, MISSOURI

By: _____
Name: Michael Seibert
Title: Mayor

[SEAL]

ATTEST:

By: _____
Name: Barbara Hogelin
Title: City Clerk

Approved as to form:

_____
City Attorney

_____, ___,
a ___ corporation

By: _____
Name:
Title:

EXHIBIT A

ANNUAL JOBS REPORT – 2016 _____ PROJECT

To be filed with the City and the Chamber on or before November 15 of each year during the term of the Lease Agreement, starting on November 15, 2019:

Business Name _____, ___	MO. Tax I.D. Number
County, State, Zip Code	Federal Employer I.D. Number (FEIN)
Highest number of Jobs during the 90 day period ending on Test Date:_____	"Test Date" (during the Reporting Period)
PILOT Payment Due Per Section 3.3 (if applicable)	Report Due

The undersigned, duly authorized representative of _____, ___, hereby states and certifies that the information set forth in this report is true and correct.

Authorized Signature	Date
Contact Name	Phone Number

For questions, please contact Rob O'Brian at (417) 624-4150 or email at rob@joplincc.com.

Please send form to:

Rob O'Brian
President of Joplin Area Chamber of Commerce
320 East 4th Street
Joplin, Missouri 64801

EXHIBIT B

SCHEDULE OF PILOT PAYMENTS

Year	PILOT Payment
2016	$308
2017	11,738
2018	11,738
2019	11,972
2020	11,972
2021	12,212
2022	12,212
2023	12,456
2024	12,456
2025	12,705
2026	12,705
2027	12,959
2028	75,297
2029	76,325
2030	79,404
2031	79,668
2032	79,668

BILL NO. 2016-014 ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT CONSISTING OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF A FROZEN FOODS MANUFACTURING FACILITY; AUTHORIZING THE CITY OF JOPLIN, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $44,250,000 TO FINANCE THE COSTS OF SUCH PROJECT; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

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

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

WHEREAS, _____ (the "Company"), has proposed a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a frozen foods manufacturing facility on approximately 26 acres of land located on the north side of East 32nd Street at the intersection of East 32nd Street and Prairie View Road in the City (the "Project"); 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 October 18, 2016 by mail to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan on November 7, 2016, 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 _____ __, 2016 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;

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

Section 1. Promotion of Economic Development. The Council hereby finds and determines that the 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 (_____ Project), Series 2016, in an aggregate principal amount not to exceed $44,250,000, 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 Commerce Bank, 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 acquisition, construction, improvement 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 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 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 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

PASSED by the City Council of the City of Joplin, Missouri and APPROVED by the Mayor this _____ day of _____, 2016.

[SEAL]

_____
Michael L. Seibert, MAYOR

ATTEST:

_____
Barbara Hogelin, CITY CLERK

Approved as to form:

_____
Peter C. Edwards, CITY ATTORNEY

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: COUNCIL BILL NO. 2016-285
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 041-16: 20 feet south of 1365 Crest Drive – A request to vacate a fifteen (15) foot utility easement – Mark Graham.

STAFF SUMMARY:
This is a 15-foot utility easement located east of Crest Drive. It runs east and west along the south side of 1365 Crest Drive. There are no utilities currently located in this easement. All utility companies have signed off on the release of this easement. The property owner is planning an addition on the southern portion of their home that could encroach this easement and have requested that it be vacated.

Staff recommends approval of Case 041-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Linda Gardner appeared representing Mark and Tatiana Graham, who are adding onto their current property at 1365 Crest Drive. Ms. Gardner will serve as their general contractor. A 15-foot utility/drainage easement exists between two of Mr. and Mrs. Graham's lots. They are requesting the vacation of the easement so they can construct this addition onto their existing home.

Mr. Smith asked if all the utility companies have approved the vacation of the easement, and Ms. Cunningham replied yes. She has received letters from all the utility companies except Missouri Gas Energy but has received an e-mail from them stating a letter of approval is forthcoming.

PUBLIC COMMENT: None.

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT
Vacation

CASE 041-16 A request for the vacation of a 20' utility easement

APPLICANT Mark Graham

REPRESENTATIVE Linda Gardner

LOCATION 20 feet south of 1365 Crest Drive

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Utility	15' x 295'

REASON FOR VACATION

The property owner would like to add onto their house to the south which will require the vacation of this easement to build.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? No.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? No.

DISCUSSION

This is a 15-foot utility easement located east of Crest Drive. It runs east and west along the south side of 1365 Crest Drive. There are no utilities currently located in this easement. All utility companies have signed off on the release of this easement. The property owner is planning an addition on the southern portion of their home that could encroach this easement and have requested that it be vacated.

Staff recommends approval of Case 041-16.

ENCLOSURES

- Application
- Vacation Sketch

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 041-16
Filing Fee: ~~$350.00~~ $450.00
Date Advertised:
Date Notices Sent 10-3-16
Public Hearing Date: 10-10-16

I. Applicant Name: Mark Graham Phone: 717-580-9976

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: 1365 Crest Drive Zip: 64801

Email: gardnerhomes@yahoo.com

II. Type of vacation requested (check all that apply):

Street Vacation____

Alley Vacation____

Utility vacation ✓

Other (Please specify)____

III. Legal Description of area requested to be vacated: All of lots twelve (12) and thirteen (13) in Brammar Addition to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, (as recorded at Book 2302, Page 1776).

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. Applicant owns lots on all sides of easement

2. The vacation will not cause the public to suffer a loss or inconvenience. Since the easement was originally platted with the property and not used plus ownership of lots surrounding easement, the public has never used it.

3. In justice to the applicant(s) the vacation should be granted. The applicant wishes to build an addition onto their existing home, thereby increasing all surrounding property values.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

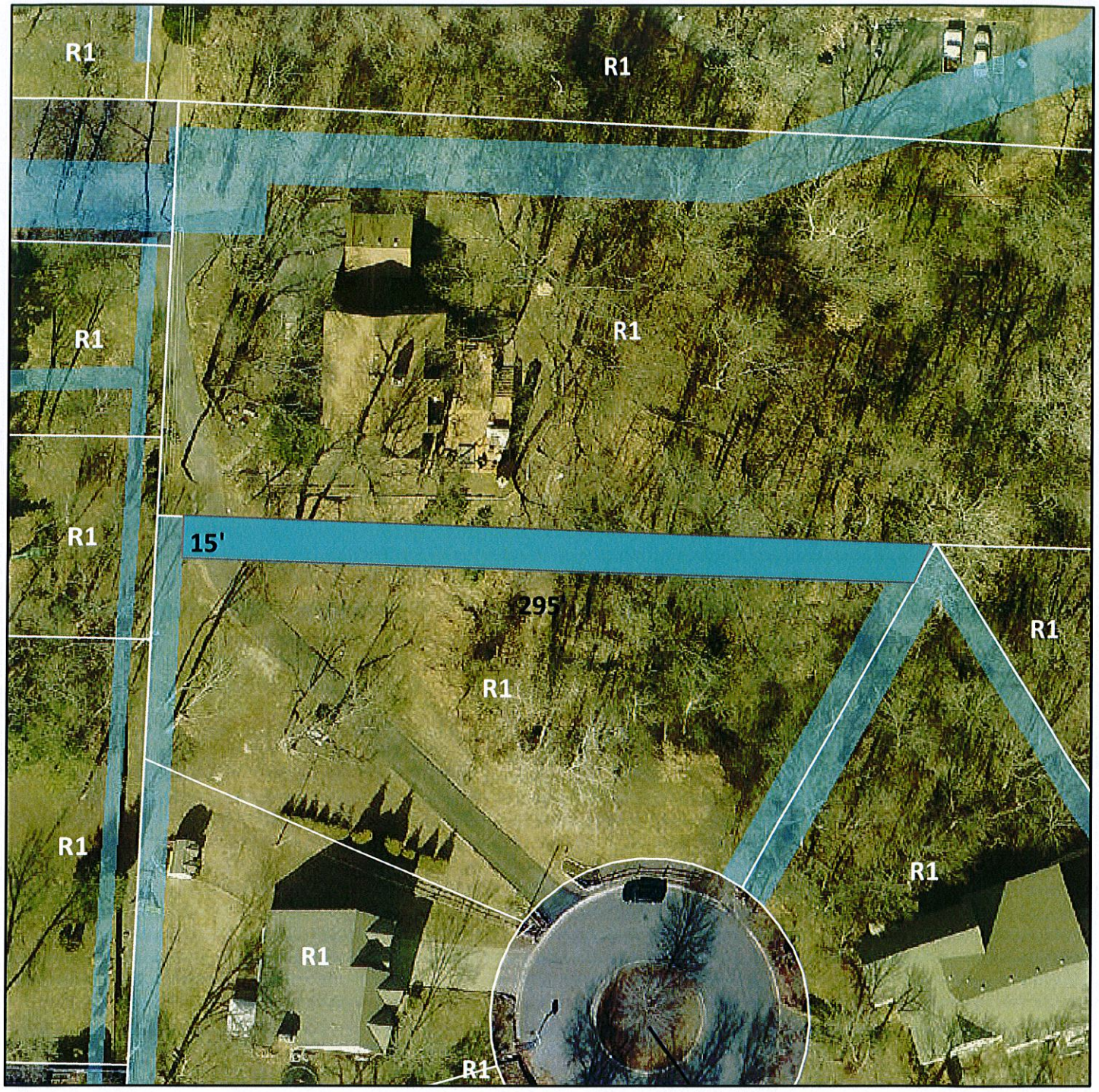
3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: _____ DATE: _____

BY: _____

TITLE: _____



Case 041-16: 20 feet south of 1365 Crest Drive – A request to vacate a fifteen (15) foot utility easement – Mark Graham.

N

Case 041-16: 20 feet south of 1365 Crest Drive – A request to vacate a fifteen (15) foot utility easement – Mark Graham.

Mr. Smith opened the public hearing for Case 041-16.

Ms. Linda Gardner, 1011 Carrington Terrace, Joplin, appeared representing Mark and Tatiana Graham, who are adding onto their current property at 1365 Crest Drive. Ms. Gardner will serve as their general contractor. A 15-foot utility/drainage easement exists between two of Mr. and Mrs. Graham's lots. They are requesting the vacation of the easement so they can construct this addition onto their existing home.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 041-16.

Mr. Smith asked if all the utility companies have approved the vacation of the easement, and Ms. Cunningham replied yes. She has received letters from all the utility companies except Missouri Gas Energy but has received an e-mail from them stating a letter of approval is forthcoming.

MR. DERMOTT MOVED, SECONDED BY MR. CORTEZ, THAT CASE 041-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

P & Z Case 041-16
Mark Graham
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-285 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 15-foot wide public utility easement located 20 feet south of 1365 Crest Drive in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

THE NORTH FIFTEEN (15) FEET OF LOTS TWELVE (12) AND THIRTEEN (13) EXCEPT THE WEST TEN (10) FEET OF THE NORTH TEN (10) FEET OF LOT THIRTEEN LOCATED IN THE BRAMAR ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY MISSOURI.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

P & Z Case 042-16
Triple R Recycling
(P & Z Recommended Approval for a five-year Special Use Permit)

RESOLUTION NO. 2016-023

A RESOLUTION granting a Special Use Permit (First Request) to Triple R Recycling for the operation of a recycling processing center located at 506 and 510 South Tyler Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, the Planning and Zoning Commission at a Public Hearing held on October 10, 2016, recommended that a Special Use Permit be granted for the operation of a recycling processing center located at 506 and 510 South Tyler Avenue, in the City of Joplin, Jasper County, Missouri.

WHEREAS, a public hearing was held before the City Council on November 7, 2016, in compliance with said request;

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

That a Special Use Permit be granted to Triple R Recycling for the operation of a recycling processing center in the City of Joplin, Missouri, on the following described real estate, to-wit:

TRACT 1: LOTS 24 & 25 IN SALZAR'S ADDITION, TO THE CITY OF JOPLIN, JASPER COUNTY, MO; TRACT #2: ALL OF A CERTAIN TRACT OF LAND BEGINNING TWENTY FEET SOUTH OF THE SE CORNER OF LOT 61 CONTINENTAL ADDITION TO THE CITY OF JOPLIN, JASPER CO. MO, THENCE ONE HUNDRED TWENTY FEET SOUTH, THENCE NINETY FEET EAST, THENCE ONE HUNDRED TWENTY FEET NORTH, THENCE NINETY FEET WEST TO THE POINT OF BEGINNING AND ALL OF A CERTAIN TRACT OF LAND BEGINNING AT A POINT 20 FT. SOUTH OF THE SE CORNER OF LOT 59 IN CONTINENTAL ADDITION TO THE CITY OF JOPLIN, THENCE SOUTH 120 FT; THENCE EAST 45 FT: THENCE NORTH 120 FT, THENCE WEST 45 FT TO POINT OF THE BEGINNING. SOME BEING PART OF MISCELLANEOUS TRACT NO. 14 OF THE SW 1/4 OF SECTION 4: TOWNSHIP 27, RANGE 33 IN THE CITY OF JOPLIN, EXCEPTING THE RAIL ROAD, IF ANY ACROSS SAID LAND; TRACT #3: ALL OF LOTS 55, 56, 57, AND 58 IN THE CONTINENTAL ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI TOGETHER WITH ALL IMPROVEMENTS THEREON, EXCEPT THAT PORTION OVER AND ACROSS LOTS 55, 56, 57 FOR RAILROAD PURPOSES. PARCEL "A" ALL THAT PART OF MISCELLANEOUS TRACT NUMBERED FOURTEEN (14) IN SECTION 4, TOWNSHIP 27, RANGE 33, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, DESCRIBED AS: COMMENCING AT A POINT 20 FEET SOUTH AND 45 FEET EAST OF THE SOUTHEAST CORNER OF LOT NUMBERED 59 IN CONTINENTAL ADDITION TO THE CITY OF JOPLIN, THENCE SOUTH 120 FEET, THENCE WEST 145 FEET TO THE POINT OF BEGINNING, ACCORDING TO THE RECORDED PLAT THEREOF; AND ALL OF LOTS NUMBERED TWENTY-THREE (23) AND

TWENTY-SIX (26) AND THE NORTH THIRTY-FIVE (35) FEET OF LOTS NUMBERED TWENTY-TWO (22) AND TWENTY-SEVEN (27) OF SALZAR'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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

1. This Special Use Permit is issued to Triple R Recycling for the operation of a Recycling Processing Facility at 506 and 510 South Tyler Avenue.

2. The permit shall be valid for five (5) years renewable in October 2021.

3. Any outside area used for operations and/or storage must be screened.

4. No loose material shall be stored outside of the facility.

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

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

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

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

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST: _____
Barbara L. Hogelin, City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: RESOLUTION NO. 2016-023
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 042-16: 506 and 510 South Tyler Avenue – A request for a Special Use Permit (First Request) for the operation of a Recycling Processing Center – Triple R Recycling.

STAFF SUMMARY:
The applicant is requesting a new Special Use Permit for the operation of a Recycling Processing Facility. A Special Use Permit was first issued in February 2013, renewed in March 2014, and then renewed again in March 2016. Triple R Recycling recently acquired 506 South Tyler, the property north of their existing facility at 510 South Tyler. Because of the new property, Triple R Recycling needs to get a new Special Use Permit to include the new facility.

In March 2016, the original Special Use Permit for Triple R Recycling was renewed on a conditional basis pending the resolution of outstanding violations with the Fire Marshall. These issues have been resolved and Triple R Recycling is now in compliance with the City of Joplin's fire code.

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

1. This Special Use Permit is issued to Triple R Recycling for the operation of a Recycling Processing Facility at 506 and 510 South Tyler Avenue.
2. The permit shall be valid for five (5) years renewable in October 2021.
3. Any outside area used for operations and/or storage must be screened.
4. No loose material shall be stored outside of the facility.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

PLANNING & ZONING COMMISSION TESTIMONY:
Ricardo and Alicia Rodriguez appeared representing Triple R Recycling. They have had a Special Use Permit since the beginning of 2013 for their recycling business. They recently expanded into the old Joplin Pipe & Steel building at 506 South Tyler. They will be doing the exact same thing they have been doing for the last four years and are requesting a Special Use Permit to include the new building.

Mr. Smith asked Ms. Cunningham if any letters or calls were received from surrounding property owners, and she replied no.

PUBLIC COMMENT:
None.

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT

Special Use Permit

CASE 042-16 A request for a Special Use Permit (1st Request) for the operation of a Recycling Processing Center

LOCATION 506 and 510 South Tyler

APPLICANT Triple R Recycling

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Industrial	345' x 380'

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	M-2
Land Use	Industrial	Industrial	Industrial	Industrial

TRANSPORTATION

Streets with access	Classification	Right-of-way width
Tyler Avenue	Secondary	60'
Adele Avenue	Secondary	60'

IS OFF-STREET PARKING PROVIDED?

Yes. Parking is provided in front of the building, with additional parking in the rear of the building if needed.

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

No.

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

DISCUSSION

The applicant is requesting a new Special Use Permit for the operation of a Recycling Processing Facility. A Special Use Permit was first issued in February 2013, renewed in March 2014, and then renewed again in March 2016. Triple R Recycling recently acquired 506 South Tyler, the property north of their existing facility at 510 South Tyler. Because of the new property, Triple R Recycling needs to get a new Special Use Permit to include the new facility.

In March 2016, the original Special Use Permit for Triple R Recycling was renewed on a conditional basis pending the resolution of outstanding violations with the Fire Marshall. These issues have been resolved and Triple R Recycling is now in compliance with the City of Joplin's fire code.

CONDITIONS

1. This Special Use Permit is issued to Triple R Recycling for the operation of a Recycling Processing Facility at 506 and 510 S. Tyler Avenue.
2. The permit shall be valid for five (5) years renewable in October 2021.
3. Any outside area used for operations and/or storage must be screened.
4. No loose material shall be stored outside of the facility.
5. All regulations as stated in Appendix 29-A (Zoning Code) of the Joplin Municipal Code shall be followed at all times.
6. Any other conditions set by the City Council of the City of Joplin.

Staff recommends approval of Case 042-16.

SPECIAL USE PERMIT APPLICATION

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

For Office Use Only

Case No.: 042-16
Filing Fee: $ 450.00
Date Advertised:
Date Notices Sent 10-3-16
Public Hearing Date: 10-10-16

APPLICANT: Triple R Recycling, LLC PHONE: 417-782-7121

ADDRESS: 510 & 506 S. Tyler Ave. Joplin, MO EMAIL: ALICIA.TRIPLER@ATT.NET

OWNER: Ricardo & Alicia Rodriguez PHONE 417-782-7121

ADDRESS: 510 & 506 S. Tyler Ave. Joplin MO EMAIL: ALICIA.TRIPLER@ATT.NET

LOCATION OF PROPERTY: 510 & 506 S. Tyler Ave. Joplin MO

LEGAL DESCRIPTION: (506 S. Tyler) **Tract #1** Lots 24 & 25 in SALZAR'S ADDITION, to the City of Joplin, Jasper County, MO, **Tract #2** All of a certain tract of land beginning twenty feet South of the SE corner of Lot 61 Continental Addition to the City of Joplin, Jasper Co. MO, thence one hundred twenty feet South, thence ninety feet East, thence one hundred twenty feet North, thence ninety feet West to the point of beginning and All of a certain tract of land beginning at a point 20 ft. South of the SE corner of Lot 59 in Continental Addition to the City of Joplin, thence South 120 ft; thence East 45 ft: Thence North 120 ft, Thence West 45 ft to point of the beginning. Some being part of Miscellaneous Tract No. 14 of the SW 1/4 of Section 4: Township 27, Range 33 in the City of Joplin, excepting the rail road, if any across said land. **Tract #3** All of lots 55, 56, 57, and 58 in the Continental Addition to the City of Joplin, Jasper County, Missouri together with all improvements thereon, except that portion over and across lots 55, 56, 57 for railroad purposes. **Parcel "A"** All that part of Miscellaneous Tract Numbered Fourteen (14) in Section 4, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof, described as: Commencing at a point 20 feet South and 45 feet East of the southeast corner of Lot Numbered 59 in Continental Addition to the City of Joplin, thence South 120 feet, thence West 145 feet to the point of beginning, according to the recorded Plat thereof. (510 S. Tyler) Salzers 1st, 23 & 26, North 35ft of lots 22 and 27

PRESENT ZONING CLASSIFICATION: Industrial ACREAGE: 3+ acres

PRESENT USE OF PROPERTY: Recycling

PROPOSED LAND USE ACTIVITY: Recycling of pallets, paper and plastics

ADJACENT ZONING AND LAND USE:

	Land Use	Zoning
North	4th street	Industrial
South	Mid-States Motor Carriers	Industrial
East	UPS	Industrial
West	Vacant/Customer First	Industrial

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

Should this special use be valid only for a specific time period? Yes _ No X
If Yes, what length of time? _____

SIGNATURE: Alicia Rodriguez DATE: 9/7/16

BY: TITLE: Owner _____

Attachments Required:

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

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

1. Hours of Operation. 7:00 am-4:00 pm
2. Days of Operation. Monday-Friday
3. Number of Off-street Parking Spaces 20+
4. Signs (Generally signs are limited to one sign not larger than one (1) foot by two (2) feet set no more than six (6) feet off the ground and at least ten (10) feet inside the property line.) Company name posted on west side of building, address posted in front.
5. Number of Assistants or employees. 30 full time
6. Nature of the Business. Recycling
7. Location of the Business 506 & 510 S. Tyler Ave. Joplin, MO
8. Violation of any condition will cause a complaint to be filed with the Municipal Court and the Permit will be suspended immediately requiring reapplication.

Triple R Recycling, L.L.C.
510 s. Tyler Ave.
Joplin MO 6481
Phone: 417-782-7121
Email: alicia.tripler@att.net

Sep. 07, 2016

Answer to Interrogatories of Special Use Permit Application:

1) Triple R Recycling would benefit the public by providing a convenient location to recycle commercial waste products. They have also partnered with the local trash company, Republic Services, to receive and process the curbside recycling materials picked up from subscribed Joplin residential customers. Open for business from 7:00 am to 4:00 pm, it is located in an industrial zone right off of West 7th Street in Joplin, MO.

2) Triple R Recycling is designed, located and proposed to be operated in such a way as to insure the public health, safety, and welfare. All but the front parking lots of the property is enclosed by fence. The business poses no threat/risk to the public.

3) Triple R Recycling is highly compatible with the neighborhood in which it is located. Because it is located in an industrial zone, it is in "like company" with a variety of other businesses nearby.

4) Triple R Recycling will comply with the height and area regulations of the district in which it is located unless specifically granted.

5) The parcel of land on which Triple R Recycling is located has ample parking for employees as well as customers. This parking/front area provides enough space to pull in and park without infringing on any other adjacent parking spaces.

6) Because this facility was previously used for heavy industrial purposes, it is well set up with adequate utility, drainage, and other such necessary facilities.

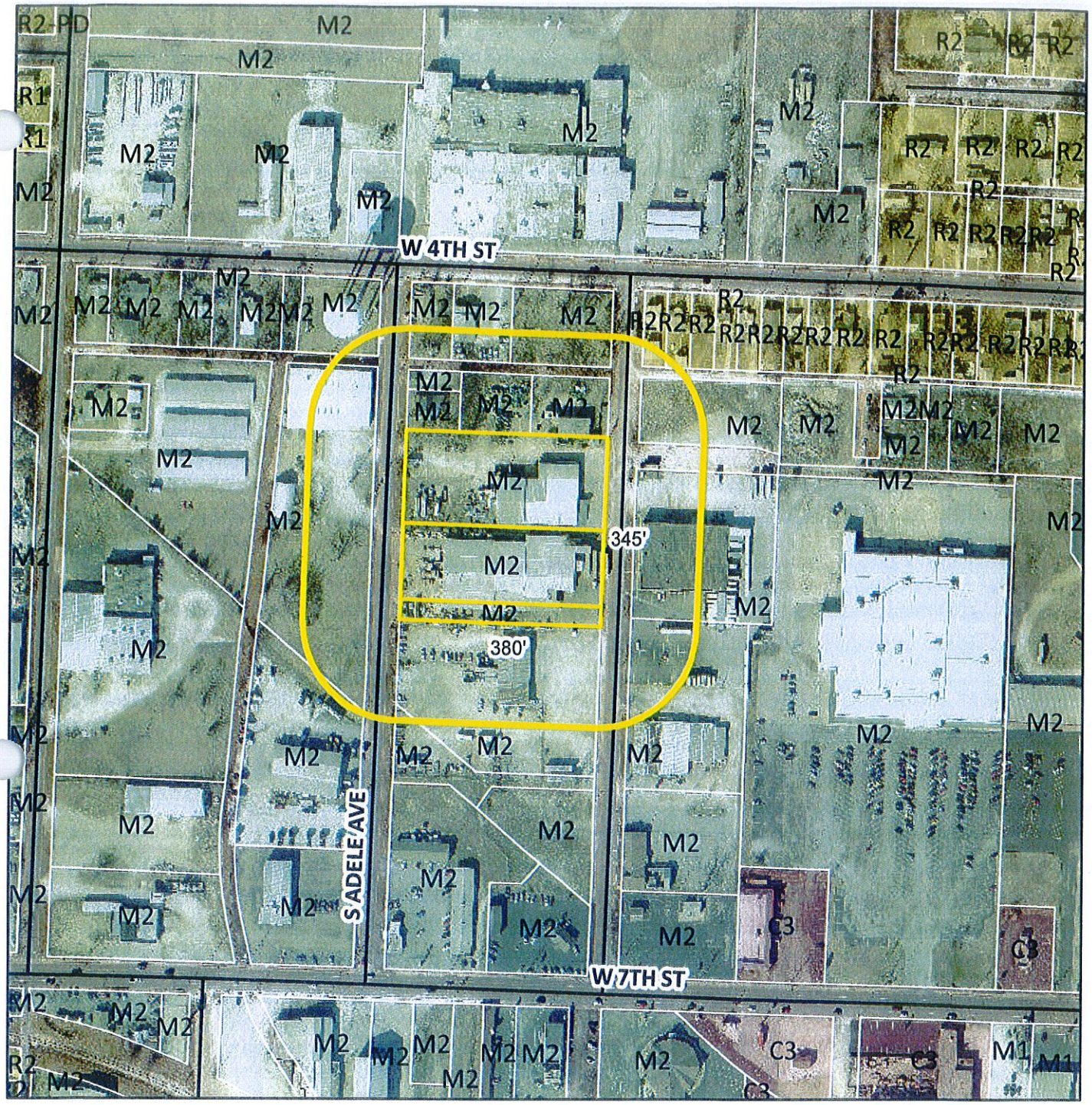
Attachments Required:

2) The proposed use of this property is to recycle pallets, paper, and plastics. Triple R Recycling expects to recycle an increasing volume of these products as the company becomes more established and the public is informed of the services offered. Because the majority of the recycling will involve commercial accounts, there will not be an excessive amount of incoming traffic. The parking lot in front and to the side of the building, as well as the enclosed area in rear of the building offers ample space to navigate around the building and complete loading and unloading tasks.

Risk of fire is minimal due to the kind of material that is being processed not being of an explosive or highly combustible type. This is further reduced by the existence of a functioning sprinkler system and the code required number of fire extinguishers.

The proposed use will have minimal, if any, effect on the surrounding properties, as they are also of an industrial nature.

The use of this facility for recycling will benefit the City of Joplin by offering an additional option in meeting the waste disposal/recycling needs of the community.



Case 042-16: 506 and 510 South Tyler Avenue – A request for a Special Use Permit (1st Request) for the operation of a Recycling Processing Center – Triple R Recycling.

Case 042-16: 506 and 510 South Tyler Avenue – A request for a Special Use Permit (First Request) for the operation of a Recycling Processing Center – Triple R Recycling.

Mr. Smith opened the public hearing for Case 042-16.

Ricardo and Alicia Rodriguez appeared representing Triple R Recycling, 510 South Tyler Avenue, Joplin. Ms. Rodriguez stated they have had a Special Use Permit since the beginning of 2013 for their recycling business. They recently expanded into the old Joplin Pipe & Steel building at 506 South Tyler. They will be doing the exact same thing they have been doing for the last four years and are requesting a Special Use Permit to include the new building.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 042-16.

Mr. Smith asked Ms. Cunningham if any letters or calls were received from surrounding property owners, and she replied no.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 042-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL FOR A FIVE-YEAR SPECIAL USE PERMIT TO BE ISSUED TO TRIPLE R RECYCLING, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: COUNCIL BILL NO. 2016-286
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 043-16: 500 feet south of the intersection of Seventh Street and Northpark Lane – A request to vacate a street easement – James Satlak.

STAFF SUMMARY:
Orr Avenue was originally platted to be built at this location. However, it was constructed approximately 250 feet to the east. The original easement was never vacated. The owner would like to have the street easement vacated prior to development of the property. The approval of this application would vacate the street easement, but it would not vacate the utility easement. There are utilities located in this easement.

Staff recommends approval of Case 043-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. James Satlak owns the property in Case 043-16. Many years ago Orr Avenue was platted to go down this section, with Orr actually being moved 200 feet to the east.

Mr. Satlak wants to vacate this strip through that land and stated that strip has already been vacated between Seventh and Eighth Streets.

Mr. Duncan asked if residential uses are proposed. Mr. Satlak replied this area contains woods, and that he owns seven duplexes on the west side of the storage buildings. The developer at the southeast corner of Seventh Street and Rex Avenue bulldozed all of the trees down, leaving no place for the deer and other wildlife to go. His intention is to leave the easement just the way it is. He has no intentions of building in this area.

PUBLIC COMMENT: None.

P & Z Case 043-16
James Satlak
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-286 ORDINANCE NO.

AN ORDINANCE providing for the vacation of a public street right-of-way located 500 feet south of the intersection of Seventh Street and Northpark Lane, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a public street right-of-way being located 500 feet south of the intersection of Seventh Street and Northpark Lane in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

ALL OF THE WEST ONE-HALF OF ORR STREET LYING EAST OF AND ADJOINING LOTS NUMBERED SIXTY-FIVE THROUGH SIXTY-EIGHT, INCLUSIVE, IN OAK RIDGE SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

Section 2. That this vacation of the portion of the street easement hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in the portion of the street hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said street and shall be subject to the rights of the City of Joplin for sewer construction and maintenance.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
ATTEST: Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT
Vacation

CASE 043-16 A request for the vacation of a 50' street easement

APPLICANT James Satlak

REPRESENTATIVE James Satlak

LOCATION 500 feet south of the intersection of 7th Street and Northpark Lane

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Street	50' x 430'

REASON FOR VACATION

Orr Avenue was not constructed and the easement was never vacated.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT? Yes.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT? N/A

DISCUSSION

Orr Avenue was originally platted to be built at this location. However, it was constructed approximately 250' to the east. The original easement was never vacated. The owner would like to have the street easement vacated prior to development of the property. The approval of this application would vacate the street easement, but it would not vacate the utility easement. There are utilities located in this easement.

Staff recommends approval of Case 043-16.

ENCLOSURES

- Application
- Vacation Sketch

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only
Case No.: 043-16
Filing Fee: $ 450.00
Date Advertised:
Date Notices Sent 10-3-16
Public Hearing Date: 10-10-16

I. Applicant Name: JAMES SATLAK Phone: 417-540-5976

If more than one property applicant, please submit additional names, address and phone numbers on attached sheet(s)

Address: P.O. BOX 597, JOPLIN, MO Zip: 64802-0597

Email: NONE

II. Type of vacation requested (check all that apply):

Street Vacation X

Alley Vacation

Utility vacation

Other (Please specify)

III. Legal Description of area requested to be vacated: ALL OF THE WEST ONE-HALF OF ORR STREET LYING EAST OF AND ADJOINING LOTS NUMBERED SIXTY-FIVE THRU SIXTY-EIGHT, INCLUSIVE, IN OAK RIDGE SUB-DIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI.

IV. Please indicate below the extent to which the following standards are met, in the applicant's opinion.

1. Private rights will not be injured or endangered by the vacation. NONE

2. The vacation will not cause the public to suffer a loss or inconvenience. NONE

3. In justice to the applicant(s) the vacation should be granted. ORR STREET WAS MOVED AND THE ORIGINAL ORR STREET WAS NEVER VACATED.

V. Required Attachments:

1. Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, whom are not listed as an applicant, indicating their consent to the vacation.

2. Survey or such other drawing acceptable to the Planning / Community Development Manager depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley or public reservation.

3. Affidavit(s) from the following private utility companies indicating their consent to vacate the easement(s). The following private companies must be contacted and consent to the vacation before the request can be advertised for public hearing.

a.) MGE Missouri Gas Energy	(800) 582-1234
b.) Empire District Electric Company	(417) 624-0300
c.) Cable One	(417) 624-6340
d.) MO American Water Company	(800) 256-6426
e.) AT&T	(800) 464-7928
f.) Republic Services (Trash)	(800) 431-1507

SIGNATURE: James Sartin DATE: SEPT 14 2016

BY: _____

TITLE: _____



Case 043-16: 500 feet south of the intersection of 7th Street and Northpark Lane – A request to vacate a street easement – James Satlak.

N

Case 043-16: 500 feet south of the intersection of Seventh Street and Northpark Lane – A request to vacate a street easement – James Satlak.

Mr. Smith opened the public hearing for Case 043-16.

Mr. James Satlak, 823 Greenwood, Joplin, owns the property in Case 043-16. Many years ago Orr Avenue was platted to go down this section, with Orr actually being moved 200 feet to the east.

Mr. Satlak wants to vacate this strip through that land and stated that strip has already been vacated between Seventh and Eighth Streets.

Mr. Duncan asked if residential uses are proposed. Mr. Satlak replied this area contains woods, and that he owns seven duplexes on the west side of the storage buildings. The developer at the southeast corner of Seventh Street and Rex Avenue bulldozed all of the trees down, leaving no place for the deer and other wildlife to go. His intention is to leave the easement just the way it is. He has no intentions of building in this area.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 043-16.

MR. BROWN MOVED, SECONDED BY MS. BRUECKNER-SEARS, THAT CASE 043-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: COUNCIL BILL NO. 2016-287
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 044-16: Pearl Avenue from 26th Street to 27th Street – A request to rezone from R-1 (Single-Family Residential) to R-3-PD (Planned Multi-Family Residential District) – Farrell Construction.

STAFF SUMMARY:
This property consists of 2.2 acres between 26th Street and 27th Street along Pearl Avenue, in addition to two lots on 27th Street and a small lot on Byers Avenue (see map). The concept for this development is modern and sustainable row homes which will include covered parking and a solar energy installation. The proposed development consists of 14 rental units, which will be two bedroom, two bath.

This property sits on 26th Street, which was designated a Planned Development Corridor in the City of Joplin's 2012 Comprehensive Plan. This rezoning request requires a site plan approval in order to assure that the proposed development meets design review guidelines. Staff believes this development is appropriate for 26th Street as a major commercial corridor in the City of Joplin. These rental units will also be well-positioned to serve potential tenants from the new medical school.

Staff recommends approval of Case 044-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Doug Hunt represented Farrell Construction to rezone property along Pearl Avenue. They are excited about this project for several reasons in that this is a substantial residential project inside Joplin's recovery zone.

Mr. Hunt discussed a new concept of row homes that will be constructed as a strip along Pearl Avenue. They will be a bookend to the new medical facility by expanding that entire area into a campus. The investors will make sure these are the high-end type of living residential areas.

Mr. Smith asked if this development will be more than just single-family homes and asked if these would be single-family homes. Mr. Hunt replied each one is a single-family unit. He stated covered parking will be provided, with those buildings being solar, making this a very green project as well.

Mr. Cortez asked Mr. Hunt how many units the development will contain, and he replied 14 units are planned in the first phase. The first phase will be constructed along the west side of Pearl Avenue. Loft-over-retail development is planned along 26th Street. Everything in this plan coincides perfectly with the recommendation of the Citizen Advisory Recovery Team (CART) regarding the redevelopment of that area.

Mr. Duncan asked about the exterior materials. Mr. Hunt replied not necessarily stucco, but more of a modern contemporary look.

Mr. Duncan asked if it is a rough surface or a smooth surface, and Mr. Hunt replied it can be either rough or smooth. He will work closely with the City's development department on whatever is conducive to that area, so it blends nicely.

Mr. Duncan asked if the homes along Wall Avenue are similar, or if they are different. Mr. Hunt replied Farrell Construction is the parent company of the company that is building those homes. The development along Pearl will not be visually exactly like those contemporary style homes. The proposed homes will be a contemporary style, but not as pronounced as the homes along Wall.

PUBLIC COMMENT:
None.

P & Z Case 044-16
Farrell Construction
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-287 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-3-PD property as described below and located on Pearl Avenue from 26th Street to 27th Street in the City of Joplin, Jasper County, Missouri.

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

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

ALL OF LOTS NUMBERED TWO-HUNDRED AND SEVENTY-SIX (276), TWO-HUNDRED AND SEVENTY-SEVEN (277); AND LOTS NUMBERED TWO HUNDRED AND EIGHTY-FOUR (284) THROUGH TWO HUNDRED AND EIGHTY-NINE (289); AND LOTS NUMBERED THREE HUNDRED AND SIXTY-NINE THROUGH THREE HUNDRED AND SEVENTY-FIVE; AND ALL OF THE NORTH HALF OF LOT NUMBERED THREE-HUNDRED AND SIXTY-EIGHT (386) IN D.W. LUKE'S SOUTHERN HEIGHTS SUBDIVISION IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF; AND ALL THAT PART OF LOT NUMBERED FOUR (4) IN MOHASKA SUBDIVISION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, LYING NORTHEAST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT IN THE EAST LINE OF PILE AVENUE 175 FEET NORTHEAST OF THE SOUTHWEST CORNER OF SAID LOT 4, THENCE SOUTHEAST AND PARALLEL WITH THE LINE DIVIDING LOTS 4 AND 5 IN SAID SUBDIVISION TO THE EAST LINE OF LOT 4.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 044-16 A request to rezone from R-1 (Single-Family Residential) to R-3-PD (Planned Multi-Family Residential District)

LOCATION Pearl Avenue between 26th and 27th Street

APPLICANT Farrell Construction

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Undeveloped	2.2 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	R-1	R-1
Land Use	Undeveloped	Residential	Residential	Residential

FUTURE LAND USE

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

TRANSPORTATION

Streets with access	Classification	Right-of-way width
26th Street	Arterial	100'
27th Street	Secondary	50'
Pearl Avenue	Secondary	60'

UTILITIES Yes.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Currently, part of this site is zoned R-1 and does not accommodate multi-family residential development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property consists of 2.2 acres between 26th Street and 27th Street along Pearl Avenue, in addition to two lots on 27th Street and a small lot on Byers Avenue (see map). The concept for this development is modern and sustainable row homes which will include covered parking and a solar energy installation. The proposed development consists 14 rental units, which will be 2 bed, 2 bath.

This property sits on 26th Street, which was designated a Planned Development Corridor in the City of Joplin's 2012 Comprehensive Plan. This rezoning request requires a site plan approval in order to assure that the proposed development meets design review guidelines. Staff believes this development is appropriate for 26th Street as a major commercial corridor in the City of Joplin. These rental units will also be well-positioned to serve potential tenants from the new medical school.

Staff recommends approval of Case 044-16.

ATTACHMENTS

- Application
- Conceptual plans
- Map

REZONING APPLICATION FORM

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

For Office Use Only

Case No.: 044-16
Filing Fee: $450.00
Date Advertised:
Date Notices Sent
Public Hearing Date:

APPLICANT: Farrell Construction Inc. PHONE: 866 (327) 7080
ADDRESS: 8702 Gateway Dr. Neosho, MO 64850 ZIP: 64850
OWNER: Farrell Construction Inc. PHONE: (866) 327.7080
ADDRESS: 8702 Gateway Drive. Neosho, MO 64850 ZIP: 64850
LOCATION OF PROPERTY: South side of 26th Street East and west sides of Pearl Ave. between 26ht and 27th streets.
LEGAL DESCRIPTION: ATTACHED

Present Zoning: R-1 Requested Zoning: R-3 Acreage: 2.19 acres
Present Use of Property: Vacant

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Vacant	R-1
South	Vacant	R-1
East	Vacant	R-1
West	Vacant	R-1

CHARACTER OF THE NEIGHBORHOOD: Vacant Lots

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No.

2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: Existing Zoning doesn't support Multi-family housing

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes.

2. Consistent with Future Land Use Map? Yes.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: Yes
2. Classification of Street(s):
   Arterial _____ Collector _____ Local _____
3. Right-of-Way Width: 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard? No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. DrainageEasements: No
4. Utility Easements:

   Electricity? Gas? Sewers?
   Water?
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

See attached 'Pearl Development Project'

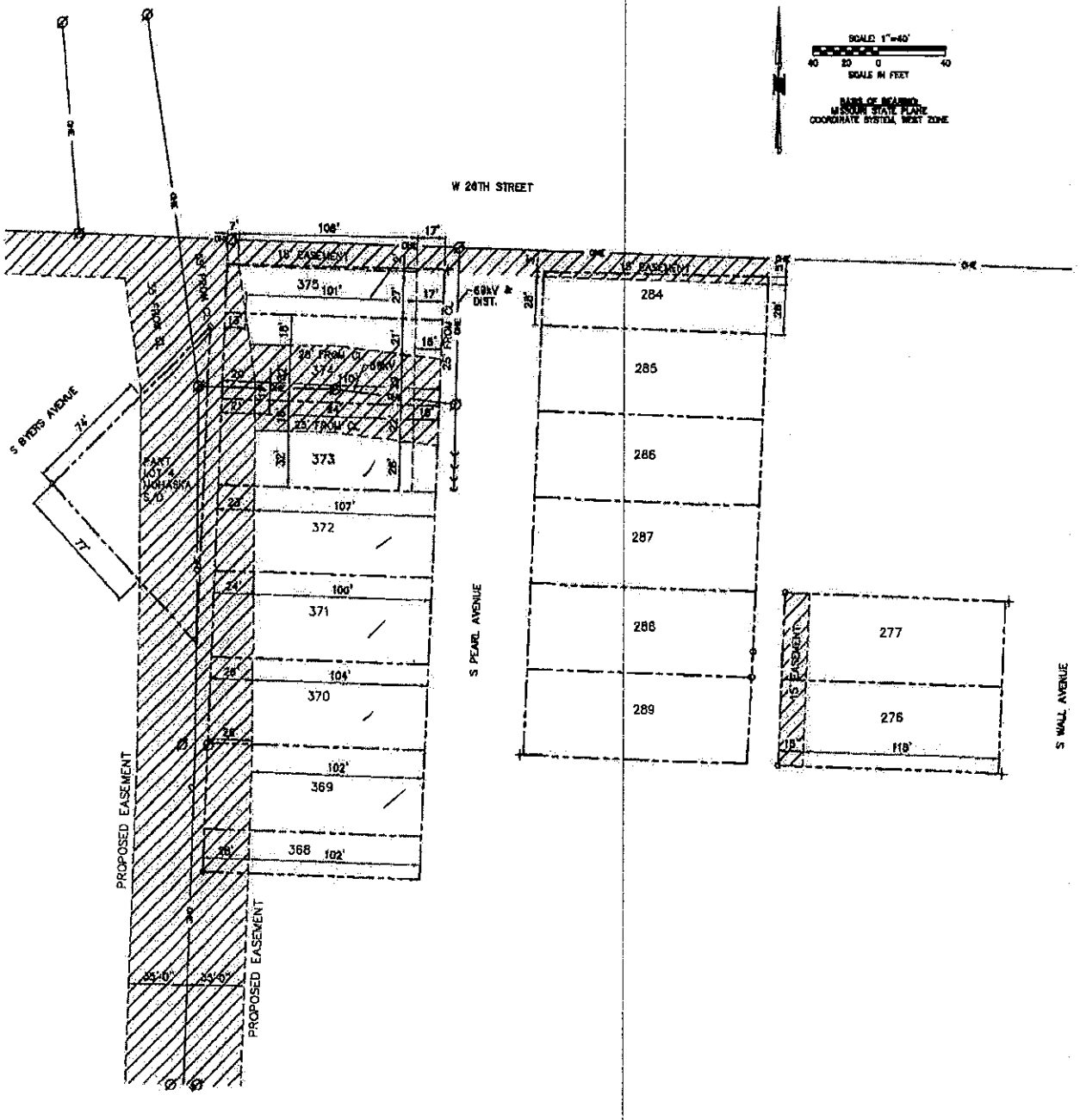
SIGNATURE:

DATE: 09/06/16

BY: Cory A Farell

TITLE: Co-Owner / COO

Exhibit A


SCALE: 1"=40'
40 20 0 40
SCALE IN FEET
BASIS OF BEARING:
MISSOURI STATE PLANE
COORDINATE SYSTEM, WEST ZONE
W 26TH STREET
S BYERS AVENUE
S PEARL AVENUE
S WALL AVENUE
PROPOSED EASEMENT
PROPOSED EASEMENT
15' EASEMENT
15' EASEMENT
69kV & DIST.
25' FROM CL
25' FROM CL
PART LOT 4 HOHASKA S/D
375
374
373
372
371
370
369
368
284
285
286
287
288
289
277
276
106'
101'
107'
100'
104'
102'
102'
74'
77'
118'
33'-0"
33'-0"

FARRELL
CONSTRUCTION INC.

8702 Gateway Drive – Neosho, Missouri 64850 – 417.850.6332
Joplin, Missouri Office: 122 S. Main Street – 417.850.6332

PEARL DEVELOPMENT PROJECT

Farrell Construction, Inc. is pleased to present an exciting new property development in Joplin's recovery zone. This project now being promoted as "The Pearl Development" is a "new to Joplin" plan for row homes. These 14 units will be built to the quality and standards founded on Farrell Construction, Inc.'s 40-year reputation of quality. The design will be in the style of our residential division, True Style Homes. The development will be energy efficient with the installation of a Solar Energy System provided by our solar company, True Energy Group. Full and partial home automation will be used in some of the homes in this development. Covered parking is also included in this one of a kind multi-unit residential construction, and will fulfill in part the master development plan for this area as presented by the C.A.R.T. Committee to the City of Joplin.

Located in the extended area of the new Medical School and along the new City Walking Trail, this will be a highly desired place to live for those living on the south side of Joplin and for those faculty, staff and students of the Medical School or anyone working in the two area hospitals.

Enclosed photos and concept drawings detail the exquisite design bringing a contemporary modern style of "row home living" to Joplin unlike ever before.

At Farrell Construction, Inc. we believe not only in rebuilding Joplin, but building something completely new and exciting that reflects the spirit of a new Joplin centered on hope.

/ations

DRAWN BY
Matt Robertson

PROJECT
Pearl Street
Town Houses

CLIENT

FARRELL

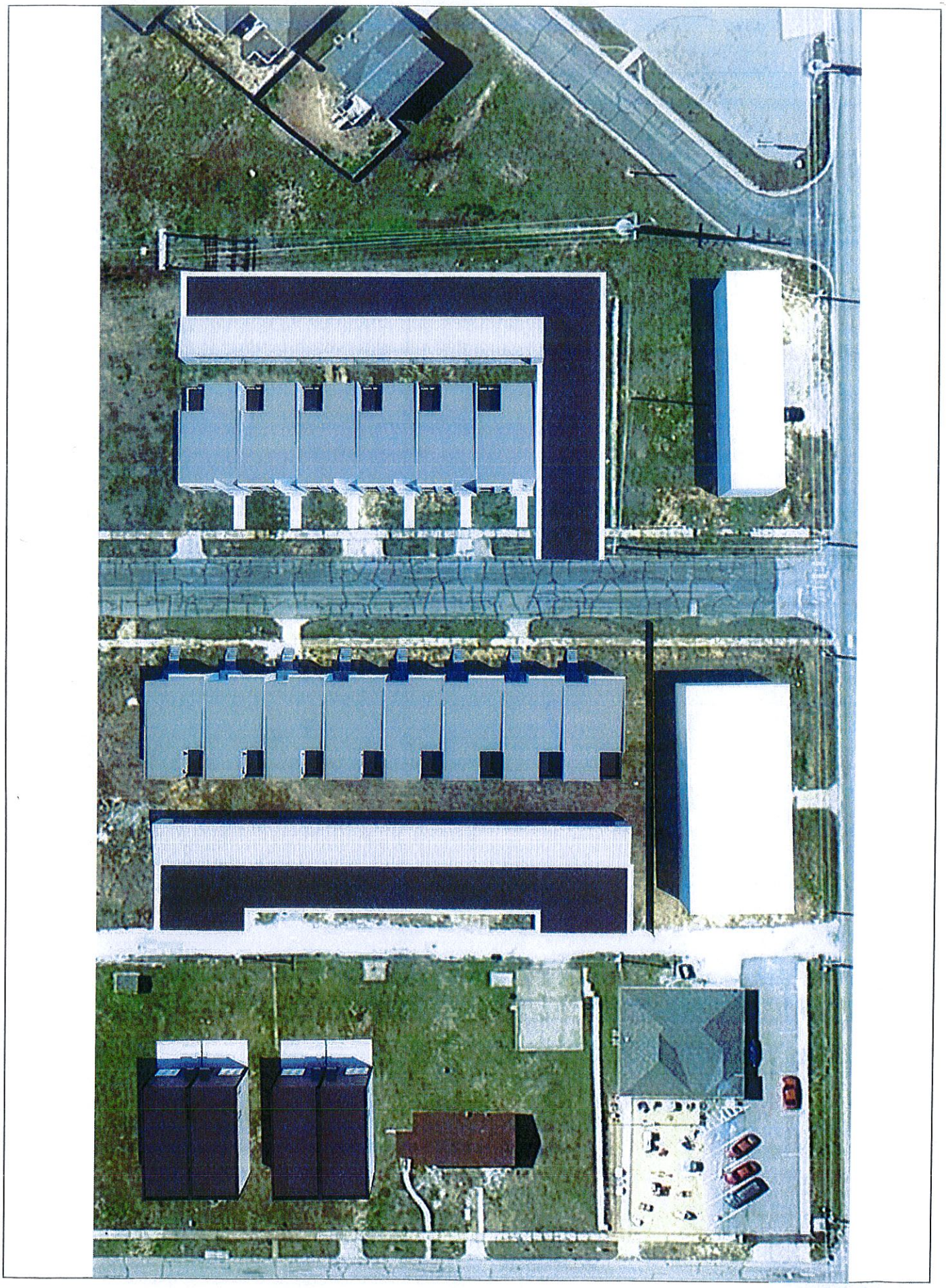
Back
Elevations

DRAWN BY
Matt Robertson

PROJECT
Pearl Street
Town Houses

CLIENT

FARRELL



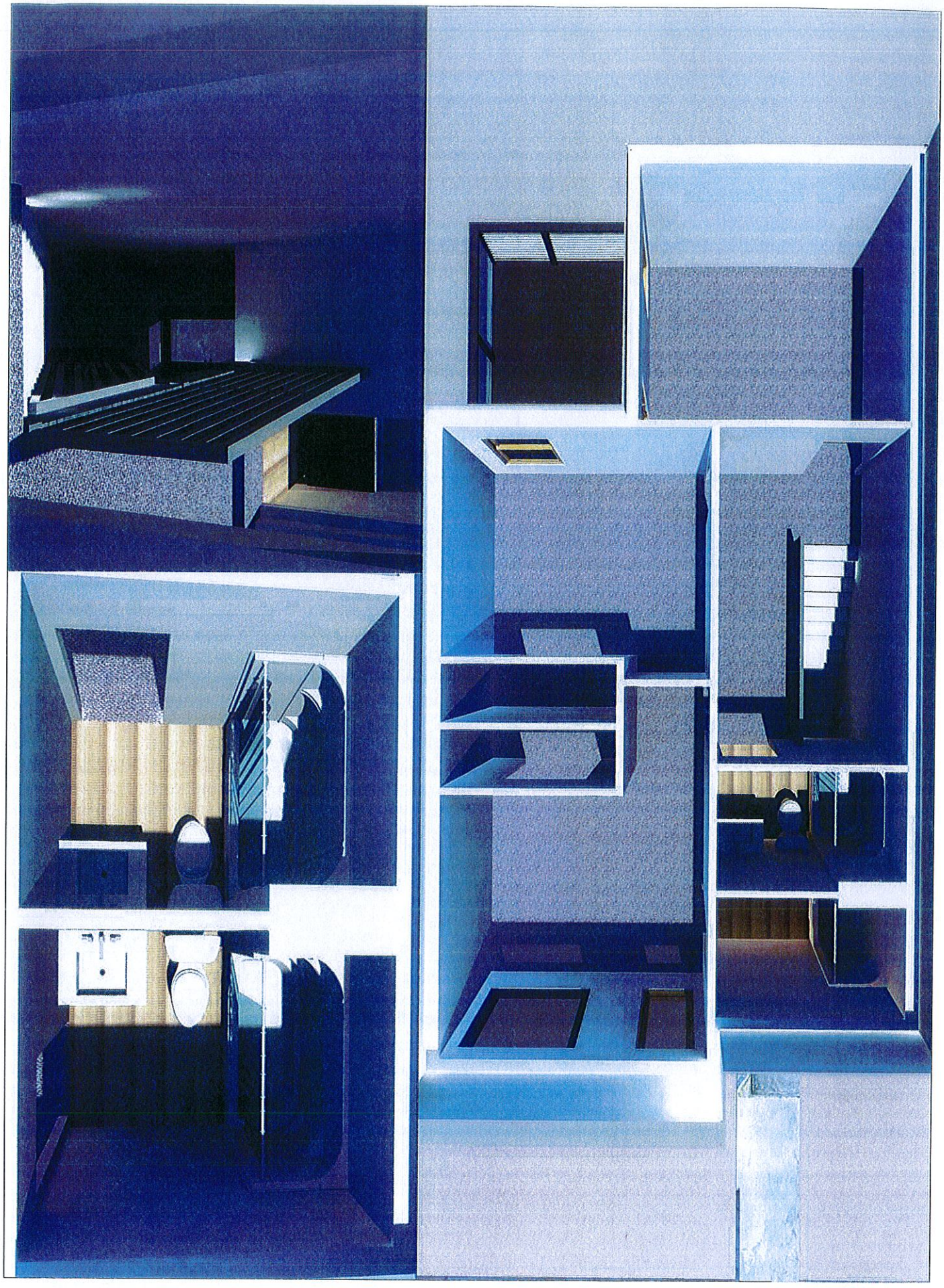
Top View

DRAWN BY
Matt Robertson

PROJECT
Pearl Street
Town Houses

CLIENT

FARRELL



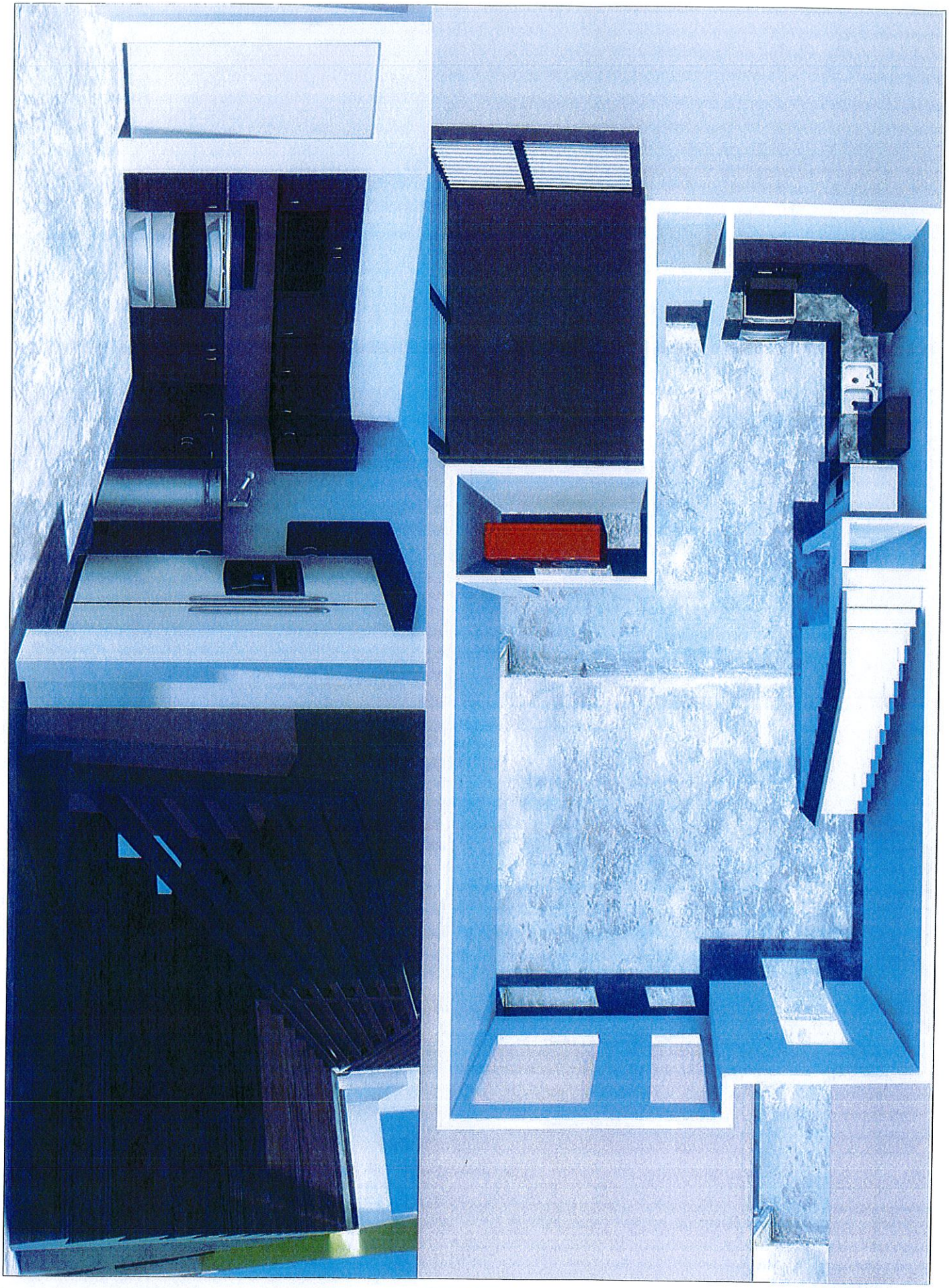
2nd Floor
Rendering

DRAWN BY
Matt Robertson

PROJECT
Pearl Street
Town Houses

CLIENT

FARRELL

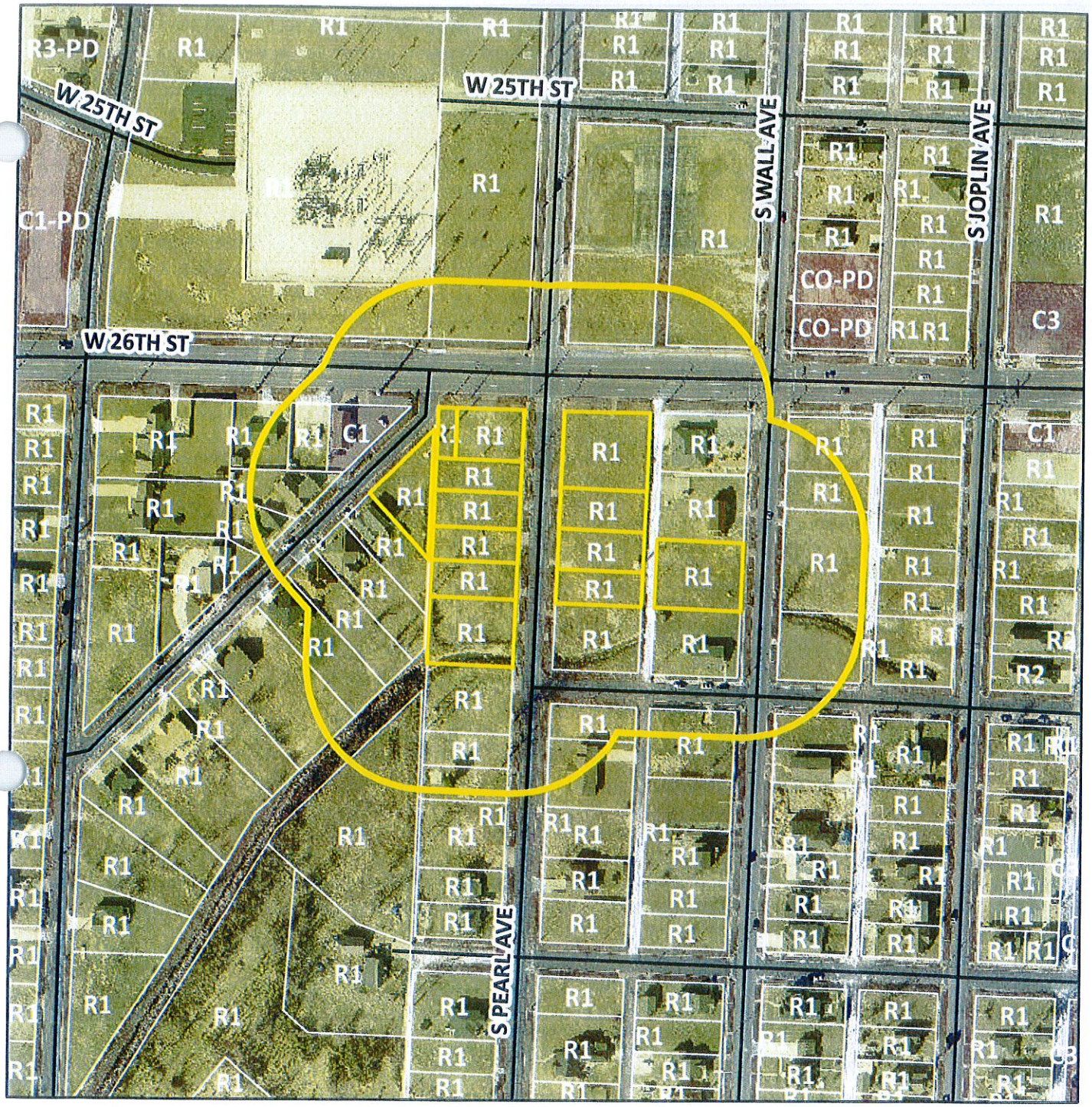


1st Floor
Rendering

DRAWN BY
Matt Robertson

PROJECT
Pearl Street
Town Houses

CLIENT



Case 044-16: Pearl Avenue from 26th Street to 27th Street – A request to rezone from R-1 (Single-Family Residential) to R-3-PD (Planned Multi-Family Residential District) – Farrell Construction.

N

Case 044-16: Pearl Avenue from 26th Street to 27th Street – A request to rezone from R-1 (Single-Family Residential) to R-3-PD (Planned Multi-Family Residential District) – Farrell Construction.

Mr. Smith opened the public hearing for Case 044-16.

Mr. Doug Hunt, 1723 Redwood Drive, Webb City, Missouri, appeared representing Farrell Construction to rezone property along Pearl Avenue. They are excited about this project for several reasons in that this is a substantial residential project inside Joplin's recovery zone.

Mr. Hunt discussed a new concept of row homes that will be constructed as a strip along Pearl Avenue. The idea is to be like a bookend to the new medical facility by expanding that entire area into a campus. The investors will make sure these are the high-end type of living residential areas.

Mr. Smith asked if this development will be more than just single-family homes and asked if these would be single-family homes. Mr. Hunt replied each one is a single-family unit. He stated covered parking will be provided, with those buildings being solar, making this a very green project as well.

Mr. Cortez asked Mr. Hunt how many units the development will contain, and he replied 14 units are planned in the first phase. The first phase will be constructed along the west side of Pearl Avenue. Loft-over-retail development is planned along 26th Street. Everything in this plan coincides perfectly with the recommendation of the Citizen Advisory Recovery Team (CART) regarding the redevelopment of that area.

Mr. Duncan asked about the exterior materials. Mr. Hunt replied not necessarily stucco, but more of a modern contemporary look. The buildings won't have traditional siding but a more contemporary look and feel.

Mr. Duncan asked if it is a rough surface or a smooth surface, and Mr. Hunt replied it can be either rough or smooth. He will work closely with the City's development department on whatever is conducive to that area, so it blends nicely.

Mr. Duncan asked if the homes along Wall Avenue are similar, or if they are different. Mr. Hunt replied Farrell Construction is the parent company of the company that is building those homes. The development along Pearl will not be visually exactly like those contemporary style homes. The proposed homes will be a contemporary style, but not as pronounced as the homes along Wall.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 044-16.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT CASE 044-16 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: COUNCIL BILL NO. 2016-288
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval to annex only Tract 1 by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 045-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – A request for the voluntary annexation into the corporate limits of the City of Joplin – ALIF Properties.

STAFF SUMMARY:
The applicant is requesting to voluntarily annex approximately 3.5 acres of land approximately 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue. This parcel is located directly east of Casey's and will be developed into a Dollar General store pending annexation and rezoning.

Staff recommends approval of Case 045-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Cunningham stated only Tract 1 is to be annexed, with Tract 2 being excluded. The two tracts were described differently, and she included both tracts in the legal notice in error. Tract Number 2 contains the car wash east of Casey's General Store, with Tract 1 being the property between the car wash and Casey's. The new map reflects the change.

Mr. Smith asked if this is due to an easement, and Ms. Cunningham replied Tract 2 is a separate property that will not be annexed into Joplin.

Mr. Steve Wade stated Dollar General is purchasing the piece of property known as Tract 1. They would like to annex that property into Joplin and rezone it for construction of a new store.

Mr. Smith asked if Dollar General has the easement for the roadway that goes in front, and Ms. Cunningham replied it is described as the ingress and egress easement.

Mr. Smith asked if this area is in Tract 2, and Mr. Wade replied Tract 1 is for Dollar General. They will have ingress and egress easements. It makes sense to keep everything uniform by having easements all the way to the street.

Ms. Cunningham stated the commissioners need to amend Case 045-16 to exclude Tract 2 of the legal description.

PUBLIC COMMENT:
None.

P & Z Case 045-16
ALIF Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-288 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in Newton County, Missouri.

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

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

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

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

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

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

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

TRACT #1: A TRACT OF LAND BEING A PART OF LOT NUMBERED SEVEN (7) IN PILE AND PERRY SUBDIVISION, NEWTON COUNTY, MISSOURI, BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER SEVEN (7) IN SAID SUBDIVISION, THENCE NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT NUMBER SEVEN (7) 375.85 FEET TO THE POINT OF BEGINNING, SAID POINT BEGIN THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 360, AT PAGE 2153, THENCE CONTINUING ALONG SAID WEST LINE OF SAID LOT NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 164.00 FEET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST 170.87

FEET, THENCE NORTH 00 DEGREES, 19 MINUTES, 00 SECONDS EAST 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF 32ND STREET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY 57.70 FEET, THENCE SOUTH 01 DEGREES, 51 MINUTES, 25 SECONDS WEST 224.00 FEET, THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST 227.02 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 0.93 ACRES MORE OR LESS;

AND EXCLUDING TRACT #2: A TRACT OF LAND BEING A PART OF LOT NUMBERED SEVEN (7) IN PILE AND PERRY SUBDIVISION, NEWTON COUNTY, MISSOURI, BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER SEVEN (7) IN SAID SUBDIVISION, THENCE NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT SEVEN (7) 375.85 FEET SAID POINT BEGIN THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 360, AT PAGE 2153, THENCE SOUTH 89 DEGREES, 39 MINUTES, 35 SECONDS EAST 227.02 FEET TO THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES, 51 MINUTES, 25 SECONDS EAST 224.00 FEET TO THE SOUTH RIGHT-OF-WAY OF 32ND STREET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY 99.00 FEET TO THE EAST LINE OF SAID LOT SEVEN (7), THENCE SOUTH 01 DEGREES, 51 MINUTES, 25 SECONDS WEST ALONG SAID EAST LINE OF LOT NUMBER SEVEN (7), 274.00 FEET, THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST 99.00 FEET, THENCE NORTH 01 DEGREE, 51 MINUTES, 25 SECONDS EAST 50.00 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 0.62 ACRES MORE OR LESS, TOGETHER WITH A INGRESS EGRESS & UTILITY EASEMENT DESCRIBED AS FOLLOWS: A FRACTIONAL PART OF LOT SEVEN (7), OF PILE PERRY SUBDIVISION, IN NEWTON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS, COMMENCING AT THE SOUTHWEST CORNER OF LOT SEVEN (7) OF SAID PILE AND PERRY SUBDIVISION, THENCE NORTH 01 DEGREES, 52 MINUTES, 10 SECONDS EAST 593.83 FEET ALONG THE WEST LINE OF SAID LOT SEVEN (7), TO THE TRUE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EASEMENT, THENCE CONTINUING NORTH 01 DEGREES, 52 MINUTES, 10 SECONDS EAST 60.02 FEET ALONG THE WEST LINE TO THE SOUTHERLY RIGHT-OF-WAY OF 32ND STREET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST 169.23 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY, THENCE SOUTH 00 DEGREES, 19 MINUTES 00 SECONDS WEST 60.00 FEET, THENCE NORTH 89 DEGREES, 41 MINUTES, 00 SECONDS WEST 170.87 FEET TO THE TRUE POINT OF BEGINNING.

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

Section 3. That this Ordinance shall be in full force and effect as of 12:01 a.m., on the Eleventh (11th) day of December, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT
Voluntary Annexation

CASE 045-16 A request to voluntarily annex approximately 1.5 acres into the City of Joplin

LOCATION 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue

APPLICANT ALIF Properties

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County, MO)	Undeveloped	1.5 acres

DISCUSSION

The applicant is requesting to voluntarily annex approximately 3.5 acres of land approximately 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue. This parcel is located directly east of Casey's and in Wildwood Ranch and will be developed into a Dollar General store pending annexation and rezoning.

Staff recommends approval of Case 045-16.

ENCLOSURES

- Map of area to be annexed

Case 045-16

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

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

TO WHOM IT MAY CONCERN:

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

ALIF Properties LLC

, Managing Partner

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 8th day of September 2016, before me appeared Stephen Wade, to me known to be the managing partner of ALIF Properties, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was singed and sealed on behalf of said corporation by authority of its Board of Directors of the consideration stated therein and no other, and said Stephen Wade acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

My commission expires: June 9, 2019.

DEBORAH I. IRWIN
Notary Public - Notary Seal
State of Missouri
Commissioned for Jasper County
My Commission Expires: June 09, 2019
Commission Number: 15517171

Notary Public

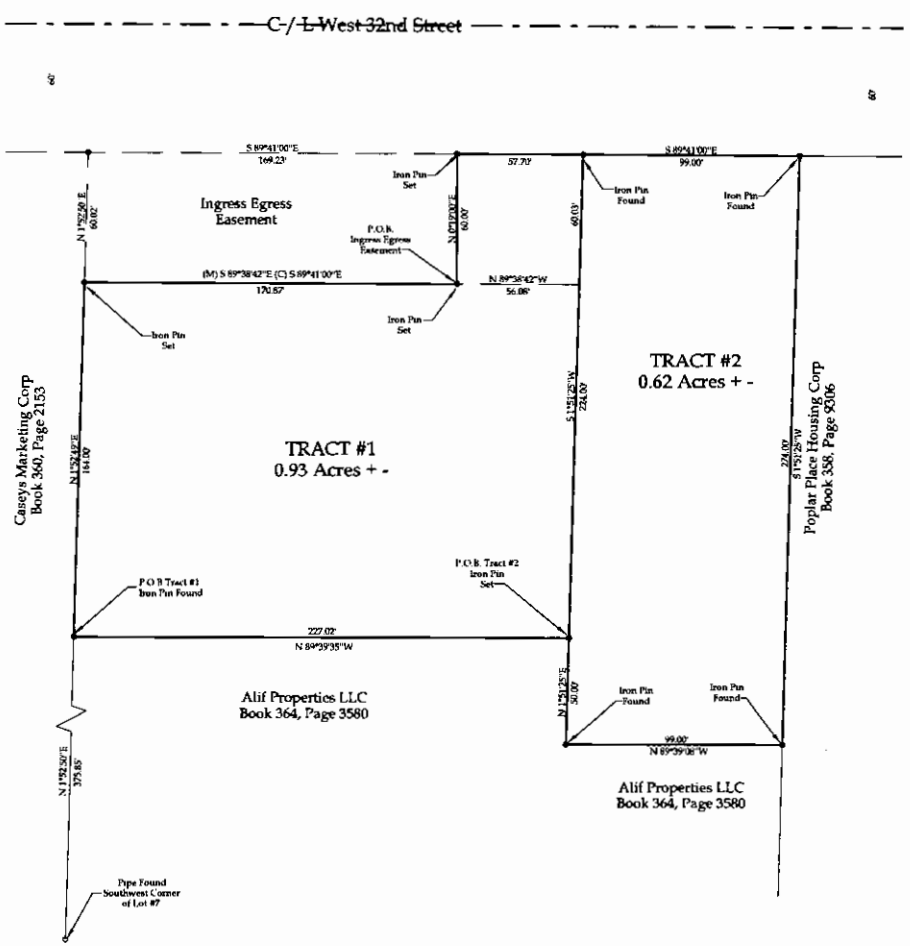


Case 045-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – A request for the voluntary annexation into the corporate limits of the City of Joplin – ALIF Properties.

N

SCALE: ONE INCH EQUALS 40 FEET.
0 20 40 60 80

BASIS OF BEARINGS: The West line of Lot #7 taken as North 01 Degrees, 52 Minutes, 50 Seconds East.
CLASS OF PROPERTY:(c) Urban.
SOURCE DEED: Alif Properties LLC Book 364, Page 3580



Tract #1
A tract of land being a part of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Beginning at the Southwest Corner of Lot Number Seven (7) in said Subdivision, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Number Seven (7) 375.85 feet to the Point of Beginning, said point begin the Southeast Corner of a tract of land described in Book 360, at Page 2153, Thence continuing along said West line of said Lot North 01 Degrees, 52 Minutes, 50 Seconds East along the East line of said tract 164.00 feet, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 170.87 feet, Thence North 00 Degrees, 19 Minutes, 00 Seconds East 60.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 57.70 feet, Thence South 01 Degrees, 51 Minutes, 25 Seconds West 224.00 feet, Thence North 89 Degrees, 39 Minutes, 35 Seconds West 227.02 feet to the Point of Begining, Being subject to all easements, right-of-ways, and reservations of record, Containing 0.93 Acres more or less,

Together with a Ingress Egress & Utility Easement described as follows:
A fractional part of Lot Seven (7), of Pile Perry Subdivision, in Newton County, Missouri, being more particularly described as, Commencing at the Southwest Corner of Lot Seven (7) of said Pile and Perry Subdivision, Thence North 01 Degrees, 52 Minutes, 10 Seconds East 593.83 feet along the West line of said Lot Seven (7), to the true point of beginning of the hereinafter described easement, Thence continuing North 01 Degrees, 52 Minutes, 10 Seconds East 60.02 feet along the West line to the Southerly Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 169.23 feet along said Southerly Right-of-way, Thence South 00 Degrees, 19 Minutes 00 Seconds West 60.00 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 170.87 feet to the true point of beginning,

Being subject to and together with a Ingress Egress & Utility Easement described as follows:
Commencing at the Southwest corner of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Number Seven (7) 539.85 feet, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 170.87 feet to the Point of Beginning, Thence North 00 Degrees, 19 Minutes, 00 Seconds East 60.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 57.70 feet, Thence South 01 Degrees, 51 Minutes, 25 Seconds West 60.03 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 56.08 feet to the Point of Begining.

Tract #2
A tract of land being a part of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Beginning at the Southwest Corner of Lot Number Seven (7) in said Subdivision, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Seven (7) 375.85 feet said point begin the Southeast Corner of a tract of land described in Book 360, at Page 2153, Thence South 89 Degrees, 39 Minutes, 35 Seconds East 227.02 feet to the Point of Beginning, Thence North 01 Degrees, 51 Minutes, 25 Seconds East 224.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 99.00 feet to the East line of said Lot Seven (7), Thence South 01 Degrees, 51 Minutes, 25 Seconds West along said East line of Lot Number Seven (7), 274.00 feet, Thence North 89 Degrees, 39 Minutes, 35 Seconds West 99.00 feet, Thence North 01 Degree, 51 Minutes, 25 Seconds East 50.00 feet to the Point of Beginning, Being subject to all easements, right-of-ways, and reservations of record, Containing 0.62 Acres more or less,

Together with an Ingress Egress Easement Described as follows:
A fractional part of Lot Seven (7), of Pile Perry Subdivision, in Newton County, Missouri, being more particularly described as, Commencing at the Southwest Corner of Lot Seven (7) of said Pile and Perry Subdivision, Thence North 01 Degrees, 52 Minutes, 10 Seconds East 593.83 feet along the West line of said Lot Seven (7), to the true point of beginning of the hereinafter described easement, Thence continuing North 01 Degrees, 52 Minutes, 10 Seconds East 60.02 feet along the West line to the Southerly Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 169.23 feet along said Southerly Right-of-way, Thence South 00 Degrees, 19 Minutes 00 Seconds West 68.00 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 170.87 feet to the true point of beginning.

Together with a Ingress Egress & Utility Easement described as follows:
Commencing at the Southwest corner of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Number Seven (7) 539.85 feet, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 170.87 feet to the Point of Beginning, Thence North 00 Degrees, 19 Minutes, 00 Seconds East 60.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 57.70 feet, Thence South 01 Degrees, 51 Minutes, 25 Seconds West 60.03 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 56.08 feet to the Point of Begining.

SURVEYOR'S CERTIFICATE

I, RODNEY C. NEECE, A REGISTERED LAND SURVEYOR OF JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FIELD NOTES AND THE ATTACHED PLAT ARE A TRUE AND ACCURATE DESCRIPTION OF THE WORK PERFORMED AND MEASUREMENTS TAKEN. SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF WEIGHTS & MEASURES AND LAND SURVEY, AND IS NOT A WARRANTY OF TITLE EITHER EXPRESSED OR IMPLIED. THIS DECLARATION IS MADE TO THE ORIGINAL OWNER AND/OR PURCHASER OF THE SURVEY AS OF THE DATE INDICATED IN THE TITLE BLOCK. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES. FURTHERMORE, THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL.

RODNEY C. NEECE, MO.L.S. #2691

CERTIFICATE OF RECORDING

This document, number _____ filed for record on _____, 20__, at _____ o'clock _M recorded _____ 20__, in Book _____, Page _____.

For Bill of Assurance, see Deed Record Book _____ Page _____."

RECORDER OF DEEDS

SURVEY FOR:
Steve Wade
PROPERTY ADDRESS: West 32nd Street Joplin, Missouri

SECTION - 21	TOWNSHIP - 27	RANGE - 33
SCALE: 1 = 40'.00"		DATE: 8-8-16

FILE NAME:DOLRGNL

STEWART & NEECE LAND SURVEYING COMPANY INC.
1201 EAST 19TH STREET, JOPLIN, MISSOURI 64804
PHONE: 417-624-0311 FAX: 417-624-0365
SERVING SOUTHWEST MISSOURI SINCE THE YEAR 1922.
LAND SURVEYS, LOT SURVEYS, SUBDIVISIONS, MINE DATA, BLUEPRINTS
CERT OF AUTHORITY LSC-2004000198

Case 045-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – A request for the voluntary annexation into the corporate limits of the City of Joplin – ALIF Properties.

Mr. Smith opened the public hearing for Case 045-16.

Ms. Cunningham stated the description that was advertised and the map that was included in the agenda packet were incorrect. Only Tract 1 is to be annexed, with Tract 2 being excluded. The two tracts were described differently, and she included both tracts in the legal notice in error. Tract Number 2 contains the car wash east of Casey's General Store, with Tract 1 being the property between the car wash and Casey's. The new map reflects the change.

Mr. Smith asked if this is due to an easement, and Ms. Cunningham replied Tract 2 is a separate property that will not be annexed into Joplin.

Mr. Steve Wade, 1909 East 12th, Galena, Kansas, stated Dollar General has contracted to purchase the piece of property known as Tract 1. They would like to annex that property into Joplin and rezone it for construction of a new store.

Mr. Smith asked if Dollar General has the easement for the roadway that goes in front, and Ms. Cunningham replied it is described as the ingress and egress easement.

Mr. Smith asked if this area is in Tract 2, and Mr. Wade replied Tract 1 is for Dollar General. They will have ingress and egress easements. It makes sense to keep everything uniform by having easements all the way to the street.

Ms. Cunningham stated the commissioners need to amend Case 045-16 to exclude Tract 2 of the legal description.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 045-16.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 045-16 BE AMENDED TO REFLECT ONLY TRACT 1 BEING ANNEXED INTO THE CITY OF JOPLIN, WITH RECOMMENDATION FOR APPROVAL BEING FORWARDED TO THE CITY COUNCIL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: COUNCIL BILL NO. 2016-289
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Planning/Community Development Manager: Troy Bolander
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm
Board or Commission: Planning and Zoning Commission Date: 10/10/2016

Recommended Action: Planning and Zoning Commission recommended approval to rezone only Tract 1 by a vote of "6 in favor, 1 absent"

SUMMARY/REQUEST:
Case 046-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – to rezone from R-1 (Single Family Residential) to C-3 (Commercial) – ALIF Properties.

STAFF SUMMARY:
This property is approximately 1.5 acres that lies directly east of Casey's General Store at 32nd and Schifferdecker. It is currently undeveloped and outside of the city limits of the City of Joplin. Pending the approval of a voluntary annexation request, the property owner would like to rezone this parcel to C-3 (Commercial) for the construction of a Dollar General store. When a property is annexed into the City of Joplin, it automatically comes in under an R-1 zoning designation.

The City of Joplin's Future Land Use Map does not show a designation for this area because it is not within City boundaries. However, because it currently sits between a gas station and a car wash and is along a major commercial corridor, staff believes a higher zoning classification to be appropriate.

Staff recommends approval of Case 046-16.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Steve Wade requested the rezoning of the property in Case 046-16 to District C-3. Ms. Cunningham stated C-3 is the appropriate zoning since property automatically comes into the City of Joplin with R-1 zoning. This motion would need to be amended as well.

Mr. Brown stated no plans were included in the agenda packet and asked Ms. Cunningham about rezoning this to a planned district. She replied this property is not included in the planned development corridor. The C-3 zoning is what was requested.

PUBLIC COMMENT: None.

P & Z Case 046-16
ALIF Properties
(P & Z Recommended Approval)

COUNCIL BILL NO. 2016-289 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue in the City of Joplin, Newton County, Missouri.

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

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

TRACT #1: A TRACT OF LAND BEING A PART OF LOT NUMBERED SEVEN (7) IN PILE AND PERRY SUBDIVISION, NEWTON COUNTY, MISSOURI, BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER SEVEN (7) IN SAID SUBDIVISION, THENCE NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT NUMBER SEVEN (7) 375.85 FEET TO THE POINT OF BEGINNING, SAID POINT BEGIN THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 360, AT PAGE 2153, THENCE CONTINUING ALONG SAID WEST LINE OF SAID LOT NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE EAST LINE OF SAID TRACT 164.00 FEET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST 170.87 FEET, THENCE NORTH 00 DEGREES, 19 MINUTES, 00 SECONDS EAST 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF 32ND STREET, THENCE SOUTH 89 DEGREES, 41 MINUTES, 00 SECONDS EAST ALONG SAID RIGHT-OF-WAY 57.70 FEET, THENCE SOUTH 01 DEGREES, 51 MINUTES, 25 SECONDS WEST 224.00 FEET, THENCE NORTH 89 DEGREES, 39 MINUTES, 35 SECONDS WEST 227.02 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ALL EASEMENTS, RIGHT-OF-WAYS, AND RESERVATIONS OF RECORD, CONTAINING 0.93 ACRES MORE OR LESS;

AND EXCLUDING TRACT #2: A TRACT OF LAND BEING A PART OF LOT NUMBERED SEVEN (7) IN PILE AND PERRY SUBDIVISION, NEWTON COUNTY, MISSOURI, BEGINNING AT THE SOUTHWEST CORNER OF LOT NUMBER SEVEN (7) IN SAID SUBDIVISION, THENCE NORTH 01 DEGREES, 52 MINUTES, 50 SECONDS EAST ALONG THE WEST LINE OF SAID LOT SEVEN (7) 375.85 FEET SAID POINT BEGIN THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 360, AT PAGE 2153, THENCE SOUTH 89 DEGREES, 39 MINUTES, 35 SECONDS EAST 227.02 FEET TO THE POINT OF BEGINNING,

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Z&P Meeting: October 10, 2016
City Council Meeting: November 7, 2016

STAFF PLANNING REPORT
Rezoning

CASE 046-16 A request to rezone from R-1 (Single-Family Residential) to C-3 (Commercial)

LOCATION 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue

APPLICANT ALIF Properties

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Newton County)	Undeveloped	1.5 acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-1	R-1	N/A	R-1
Land Use	Residential	Multi-Family	Undeveloped	Commercial

FUTURE LAND USE

Because this area is not in the City of Joplin, there is no future land use identified.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
32nd Street	Arterial	35'

UTILITIES Access to sewer that runs along 32nd Street.

FLOOD PLAIN N/A

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

Currently, part of this site is zoned R-1 and does not accommodate commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

This zoning change would not detrimentally affect nearby property.

DISCUSSION

This property is approximately 1.5 acres that lies directly east of Casey's General Store at 32nd and Schifferdecker. It is currently undeveloped and outside of the city limits of the City of Joplin. Pending the approval of a voluntary annexation request, the property owner would like to rezone this parcel to C-3 (Commercial) for the construction of a Dollar General store. When a property is annexed into the City of Joplin, it automatically comes in under an R-1 zoning designation.

The City of Joplin's Future Land Use Map does not show a designation for this area because it is not within City boundaries. However, because it currently sits between a gas station and a car wash and is along a major commercial corridor, staff believes a higher zoning classification to be appropriate.

Staff recommends approval of Case 046-16.

REZONING APPLICATION FORM

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

For Office Use Only
Case No.: 046-16
Filing Fee: $450.00
Date Advertised: 9-25-16
Date Notices Sent: 9-29-16
P&Z Date: 10-10-16
City Council Date: 11-7-16

APPLICANT: Steve Wade PHONE: 417-483-6991
ADDRESS: 1909 E 12th ZIP: 66739
EMAIL: swade@oasiscws.com

OWNER: ALIF Properties, LLC. PHONE: 417-483-6991
ADDRESS: ZIP:
EMAIL:

LOCATION OF PROPERTY: 2700 block of W 32nd St Joplin, MO
LEGAL DESCRIPTION: See attached

Present Zoning N/A (will be R-1) Requested Zoning: C-3 Acreage: 1.5 acres
Present Use of Property: undeveloped
Proposed Use of Property: commercial (dollar general)

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Residential	R-1
South	Undeveloped	N/A
East	Poplar Place Housing	R-1
West	Casey's General Store	R-1

CHARACTER OF THE NEIGHBORHOOD: Mixture of low-density residential to the north and commercial/multi-family along the east and west

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning?
   Yes
   If yes, explain: R-1 does not allow for commercial

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:

___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 32nd ST and SCHIFFELDECKER

2. Classification of Street(s):

Arterial Collector Local

3. Right-of-Way Width:

4. Will turning movements caused by the proposed use create an undue traffic hazard? NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots?

2. Properly Sized Street Right-of-Way?

3. Drainage Easements?

4. Utility Easements:

Electricity?

Gas?

Sewers?

Water?

5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

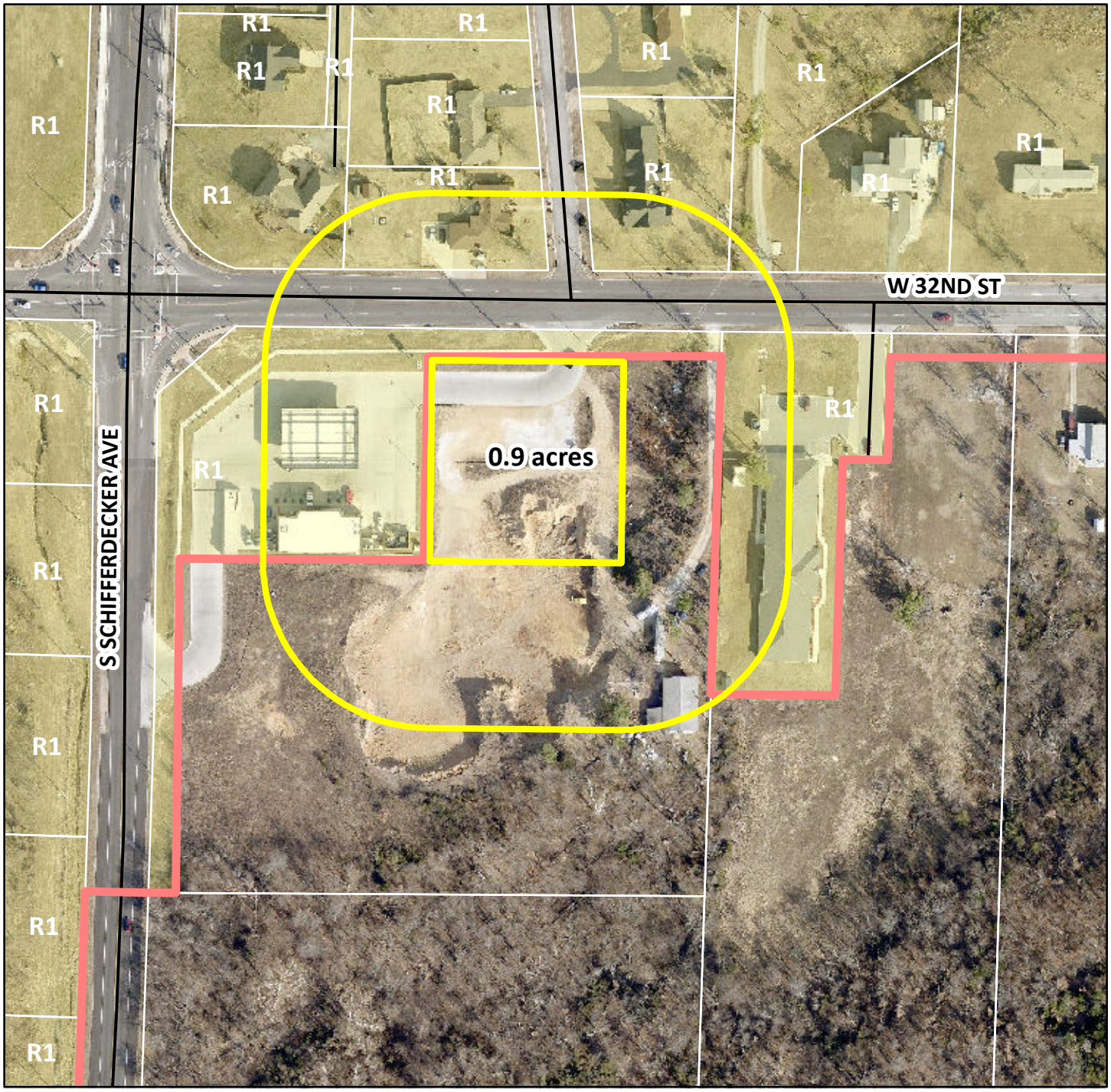
SIGNATURE: DATE: 9/8/2016

BY: ALIF Properties

TITLE: Managing Partner

Request for Zoning

Property is located between a Casey's General Store and a Car Wash Proposal is for a Dollar General Retail Store. Annexation and Rezoning is to gain access to utilities from City of Joplin. The zoning of property will be appropriately conforming with similar retail on each side of said property. City of Joplin will receive tax benefits and provide discount shopping for area residents. We see no impact to the area in regards to traffic flow



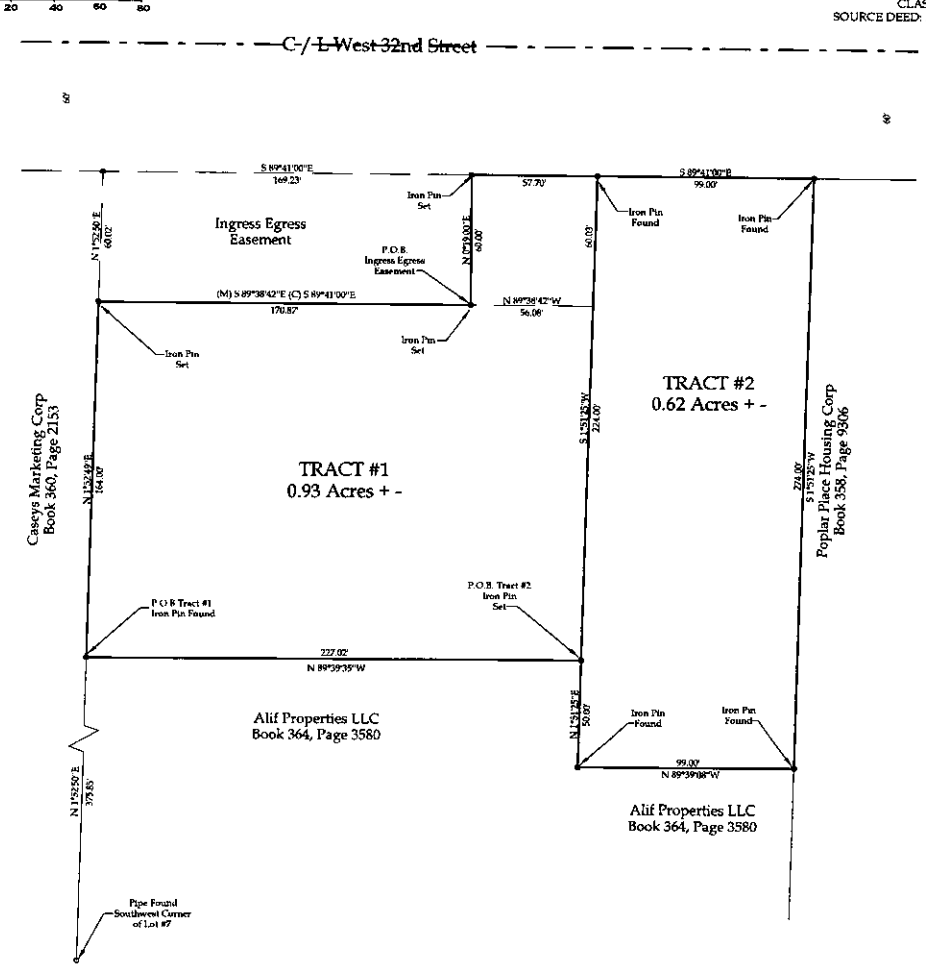
Case 046-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – A request to rezone from R-1 (Single Family Residential) to C-3 (Commercial) – ALIF Properties.

N

Algood

SCALE: ONE INCH EQUALS 40 FEET.
0 20 40 60 80

BASIS OF BEARINGS: The West line of Lot #7 taken as North 01 Degrees, 52 Minutes, 50 Seconds East.
CLASS OF PROPERTY:(c) Urban.
SOURCE DEED: Alif Properties LLC Book 364, Page 3580



Tract #1
A tract of land being a part of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Beginning at the Southwest Corner of Lot Number Seven (7) in said Subdivision, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Number Seven (7) 375.85 feet to the Point of Beginning, said point begin the Southeast Corner of a tract of land described in Book 360, at Page 2153, Thence continuing along said West line of said Lot North 01 Degrees, 52 Minutes, 50 Seconds East along the East line of said tract 164.00 feet, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 170.87 feet, Thence North 00 Degrees, 19 Minutes, 00 Seconds East 60.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 57.70 feet, Thence South 01 Degrees, 51 Minutes, 25 Seconds West 224.00 feet, Thence North 89 Degrees, 39 Minutes, 35 Seconds West 227.02 feet to the Point of Begining, Being subject to all easements, right-of-ways, and reservations of record, Containing 0.93 Acres more or less.

Together with a Ingress Egress & Utility Easement described as follows:
A fractional part of Lot Seven (7), of Pile Perry Subdivision, in Newton County, Missouri, being more particularly described as, Commencing at the Southwest Corner of Lot Seven (7) of said Pile and Perry Subdivision, Thence North 01 Degrees, 52 Minutes, 10 Seconds East 593.83 feet along the West line of said Lot Seven (7), to the true point of beginning of the hereinafter described easement, Thence continuing North 01 Degrees, 52 Minutes, 10 Seconds East 60.02 feet along the West line to the Southerly Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 169.23 feet along said Southerly Right-of-way, Thence South 00 Degrees, 19 Minutes 00 Seconds West 60.00 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 170.87 feet to the true point of beginning.

Being subject to and together with a Ingress Egress & Utility Easemment described as follows:
Commencing at the Sothwest corner of Lot Numbered Seven (7) in Pile and Perry Subdivision, Newton County, Missouri, Thence North 01 Degrees, 52 Minutes, 50 Seconds East along the West line of said Lot Number Seven (7) 539.85 feet, Thence South 89 Degrees, 41 Minutes, 00 Seconds East 170.87 feet to the Point of Beginning, Thence North 00 Degrees, 19 Minutes, 00 Seconds East 60.00 feet to the South Right-of-way of 32nd Street, Thence South 89 Degrees, 41 Minutes, 00 Seconds East along said Right-of-way 57.70 feet, Thence South 01 Degrees, 51 Minutes, 25 Seconds West 60.03 feet, Thence North 89 Degrees, 41 Minutes, 00 Seconds West 56.08 feet to the Point of Begining.

Tract #2
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SURVEYOR'S CERTIFICATE

I, RODNEY C. NEECE, A REGISTERED LAND SURVEYOR OF JOPLIN, JASPER COUNTY, MISSOURI, DO HEREBY CERTIFY THAT THE FIELD NOTES AND THE ATTACHED PLAT ARE A TRUE AND ACCURATE DESCRIPTION OF THE WORK PERFORMED AND MEASUREMENTS TAKEN. SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS OF THE MISSOURI DEPARTMENT OF AGRICULTURE, DIVISION OF WEIGHTS & MEASURES AND LAND SURVEY, AND IS NOT A WARRANTY OF TITLE EITHER EXPRESSED OR IMPLIED. THIS DECLARATION IS MADE TO THE ORIGINAL OWNER AND/OR PURCHASER OF THE SURVEY AS OF THE DATE INDICATED IN THE TITLE BLOCK. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS AND MAY NOT BE USED IN CONNECTION WITH A "SURVEY AFFIDAVIT" OR SIMILAR DOCUMENT, STATEMENT, OR MECHANISM TO OBTAIN TITLE INSURANCE FOR ANY SUBSEQUENT OR FUTURE GRANTEES. FURTHERMORE, THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND EMBOSSED SEAL.

RODNEY C. NEECE. MO.L.S. #2691

CERTIFICATE OF RECORDING

This document, number _____ filed for record on _____, 20__, at _____ o'clock _M recorded _____ 20__, in Book _____ Page _____

For Bill of Assurance, see Deed Record Book _____ Page _____"

RECORDER OF DEEDS

SURVEY FOR:
Steve Wade

PROPERTY ADDRESS: West 32nd Street Joplin, Missouri

SECTION - 21	TOWNSHIP - 27	RANGE - 33
SCALE 1 = 40'.00"	DATE: 8-8-16	
FILE NAME:DOLRGNL		

STEWART & NEECE LAND SURVEYING COMPANY INC.
1201 EAST 19TH STREET, JOPLIN, MISSOURI 64804
PHONE: 4174624-0311 FAX: 417-624-0385
SERVING SOUTHWEST MISSOURI SINCE THE YEAR 1922.
LAND SURVEYS, LOT SURVEYS, SUBDIVISIONS, MINE DATA, BLUEPRINTS
CERT OF AUTHORITY LSC-2004000198

Case 046-16: 400 feet east of the intersection of 32nd Street and Schifferdecker Avenue – to rezone from R-1 (Single Family Residential) to C-3 (Commercial) – ALIF Properties.

Mr. Smith opened the public hearing for Case 046-16.

Mr. Steve Wade, 1909 East 12th, Galena, Kansas, appeared to request the rezoning of the property in Case 046-16 to District C-3. Ms. Cunningham stated C-3 is the appropriate zoning since property automatically comes into the City of Joplin with R-1 zoning. This motion would need to be amended as well.

Mr. Smith asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 046-16.

Mr. Brown stated no plans were included in the agenda packet and asked Ms. Cunningham about rezoning this to a planned district. She replied this property is not included in the planned development corridor. The C-3 zoning is what was requested.

MR. BROWN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 046-16 BE AMENDED TO REFLECT ONLY TRACT 1 BEING REZONED TO DISTRICT C-3, WITH RECOMMENDATION FOR APPROVAL BEING FORWARDED TO THE CITY COUNCIL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MS. BRUECKNER-SEARS, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, AND MR. SMITH VOTING "AYE"; AND WITH MR. RAMSOUR BEING ABSENT (6 IN FAVOR, 1 ABSENT).

Requested Council Meeting Date: November 7, 2016

City of JOPLIN

City Council Agenda Item

Item: Council Bill No. 2016-379
Originating Department: Planning, Development & Neighborhood Services

Attachments: 1) Exhibit "A" -Redevelopment Plan
2) Exhibit "B" – Legal Description
3) Council Bill 2016-379

Department Head: Troy Bolander
City Attorney: Peter Edwards
City Manager: Sam Anselm
Finance Director: Leslie Haase

SUMMARY

This Council Bill provides that the City Council has reviewed the redevelopment plans for the rehabilitation of two downtown buildings located at 215 S. Wall Ave. and 212 S. Joplin Ave (Project name is 200 Block Commons). The 200 Block Commons project was recommended for approval by the Joplin Redevelopment Corporation (JRC), Inc., at a public meeting on October 11, 2016. The JRC is a corporation authorized by Chapter 353 of the Missouri State Statutes which has the authority to abate property (ad valorem) taxes in designated 'blighted" areas to encourage redevelopment and reinvestment opportunities. The properties to be developed were declared 'blighted" by the City Council in 2003 and reaffirmed in 2007 as result of an expansion of the designated blighted area. Approval of the redevelopment plan will allow the owners to receive a tax abatement on the property as a result of their investment and improvements to the properties.

The Developer is Common Based, LLC which is comprised of Jeff and Carolina Neal. They are rehabilitating the buildings into office space and commercial retail space with indoor parking. Savings accrued from the ad-valorem tax abatement will be reinvested into the rehabilitation project.

The property owners are personally investing over $1,300,000 into the buildings. The Joplin Redevelopment Corporation is recommending that 100% of the increase in ad valorem taxes to the real property as a result of the improvements be abated for 10 years and 50% of the increase in ad valorem taxes as a result of the improvements be abated an additional 15 years. The abatement on the real property over the life of the 25-year program is estimated at approximately $358,00.00. It is also estimated the owners currently pay approximately $1,050.00 in ad-valorem taxes on the building. The current ad-valorem taxes on the property will continue to be paid by the owners.

Approval of the Council Bill will allow the property owners to enter into a property exchange agreement with the Joplin Redevelopment Corporation. After the exchange is complete and the Redevelopment Corporation takes title to the property, the property is eligible for tax abatements. The Redevelopment Corporation will immediately transfer both properties back to Common Based LLC with the proposed property tax abatement schedule.

RECOMMENDATION:

Staff recommends placing Council Bill No. 2016-379 on First Reading.

EXHIBIT A

Joplin Redevelopment Corporation Chapter 353 Application
24 January 2016.

200 BLOCK COMMONS: HURLBUT CHAPEL & WHITE TRUCK GARAGE IMPACT OF PLANNED REDEVELOPMENT

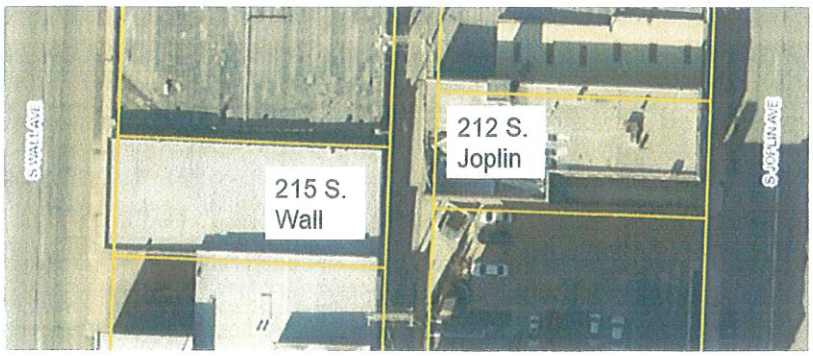
The rehabilitation of the historic White Truck Garage at 215 W. Wall Avenue and the Hurlbut Chapel at 212 S. Joplin Avenue will encourage the redevelopment of the entire Joplin and Wall Avenues Historic District. 200 Block Commons, LLC plans to change these buildings to Class "A" office and retail space with indoor parking. It is anticipated that this "sustainable redevelopment" will bring over 30 jobs to the district and new life to these blighted buildings. This will positively affect the conditions of the surrounding neighborhood and increase property values.

353 Tax Abatement is one of the key elements to the overall development strategy which will include Historic Tax Credits and Brownfield Tax Credits. In today's uncertain financial times, property tax abatement adds inherent value to the property from a lending bank's perspective. The potential for property tax abatement was a positive factor in SimmonsFirst Bank's consideration of the project. Property tax abatement also increases the likelihood of project success by reducing operating costs and required lease rates. Tax abatement was incorporated into the economic operating projection supplied to the State of Missouri's Brownfield Voluntary Cleanup Program to prove the project's viability. 200 Block Commons, LLC plans to remediate over $400,000 in environmental concerns during the rehabilitation. The renovation of this downtown landmark would be cost prohibitive without the aid of the 353 redevelopment program.

1. Address and legal description: 200 Block Commons Redevelopment (2 parcels)

The legal description of the 215 S. Wall Avenue building's lot: All of the North 27 feet and ½ inch of Lot Numbered Eighty-nine (89), and all of the South 20 feet of Lot Numbered Ninety (90) in ORIGINAL TOWN OF MURPHYSBURG, now in the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

The legal description of the 212 S. Joplin Avenue building's lot: All of the Lot Numbered Seventy-one (71) in ORIGINAL TOWN OF MURPHYSBURG, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof.

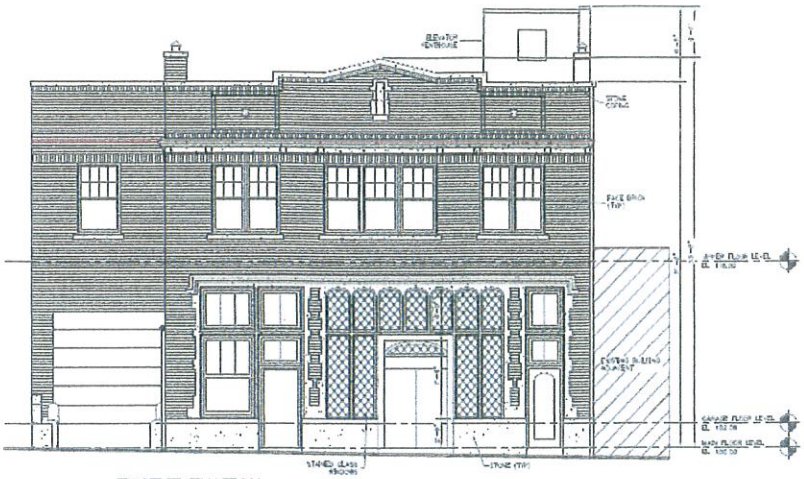


2. Project description: see photos of existing building and renderings of building post redevelopment. Also included is a narrative on scope of the project and the redevelopment team.

This project will redevelop these two historic properties into Class "A" sustainably designed commercial space. The development, in the heart of downtown Joplin, will offer lease spaces equipped for the needs of modern business with historical class. This 16,000 plus square foot rehabilitation will feature an emphasis on "green" environmentally sound construction." Both 215 S. Wall and 212 S. Joplin will have rooftop electricity supplying solar panel systems that will generate more than half of the building's projected usage. The buildings will also feature LED lighting, high efficiency heating, cooling and ventilation systems, low use water management systems, and a traction elevator. The buildings are expected to be ready for occupancy in the 4th quarter of 2016.

212 South Joplin Avenue

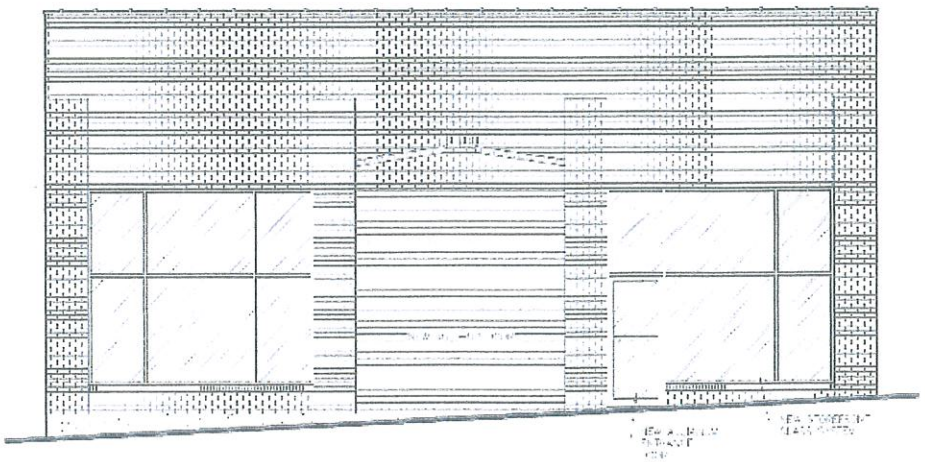




EAST ELEVATION

215 South Wall Avenue





WEST ELEVATION

SCOPE OF WORK SUMMARY: 200 BLOCK COMMONS PROJECT

212 South Joplin

- Demo existing driveway and repave with new 6" thick concrete.
- Demo existing asphalt in the alley to correct adverse slope and repave with new concrete entrance/exit for the garage doors on both 212 and 215.
- Clean exterior brick with Prosoco detergent.
- Tuck-point approximately 10% of the exterior brick.
- Spray Siloxane brick sealer to the exterior.
- 1st floor wall framing per drawings. 2nd floor wall framing is only for men's and women's restrooms.
    - All wall construction to be 2x4 metal studs extending from the slab to the deck above.
- Install new bar joists and decking to replace the existing deteriorated roof framing.
- Install new built up roof with 6" of foam insulation and 20 year roof guarantee.
    - Install new gutter and downspout on the rear of the building.
- Pella aluminum clad wood windows will be installed.
- Hang and finish 5/8" drywall on all new wood framing.
- Laminate the exterior brick walls with 1/2" drywall. Drywall will be glued and shot to the brick.
    - Finish on all drywall to be flat level 4 finish.
- Install new painted 2 panel interior wood doors, custom wood entry doors and steel fire doors.
    - One of the steel doors to be installed at old window in the alley.
- Install custom painted wood trim for windows, doors and baseboard.
- New 2'x2' acoustical drop ceiling on 2nd floor.
- Ceramic tile floors throughout 1st and 2nd floor. The restrooms to have ceramic tile floors and walls.
- Paint drywall, wood doors, steel doors, windows, trim and existing concrete ceilings on 1st floor. The garage walls and ceilings to be sealed with a clear sealer.
- Use the existing elevator shaft for the installation of a new hydraulic elevator.
    - Demo and modify existing elevator and elevator shaft as necessary.
- New electrical service, rough in, trim out and installation of new LED light fixtures throughout 1st and 2nd floor.
- New electric 23 seer HVAC system installed for 1st and 2nd floor.
- Plumbing rough in, trim out and installation of new low water use fixtures.
- Restrooms to have signage, partitions, toilet paper holders, soap dispensers, waste receptacles, diaper changing stations, mirrors and grab bars in handicap stalls.
- Install recessed fire extinguisher cabinets and fire extinguishers.
- Install Knox Box on the front of the building.
- Renovate the existing basement to serve as a storm shelter.

215 South Wall

- Patch concrete floors with concrete patch.
- Stripe the concrete floor for 13 parking slots.
- Install new 12'-0 x 12'-0 insulated steel overhead door. Door to have automatic operator.
- New storefront will be installed in 2 locations on the west side of the building in old storefront openings. One of the storefronts will incorporate a walk door.
- Install a new steel door and frame in the rear of the building. This door will allow the building to have a walk door on both ends of the building.
- Install fire extinguisher cabinets and fire extinguishers.
- Parking signage
- Install a 160° convex mirror in the alley for cars to see traffic in the alley.
- Install LED strip lights.
- Install Knox Box on the front of the building.
- Electric vehicle charging station.

The Redevelopment Team:

a. Developers: Commons Based, LLC (Jeff and Carolina Neal, the principals of Neal Group Construction, LLC based in Joplin.)
b. Architects: Steven W. Lacy
c. Engineers: PLJBD, and Green Engineering.
d. Legal: Husch, Blackwell, Sanders: Shawn Whitney
e. Accounting: Elliott, Robinson, and Company, LLP: Jacob Sanders
f. Historical Consulting: Lafser & Associates: Matt Bivens
g. Environmental Consulting: Lafser & Associates: Fred Lafser
h. Construction: Neal Group Construction

3. Property currently in the control of the applicant: Applicant owns both properties.

4. Project nature: Non-residential

5. Relocation of commercial facilities: Final lease-up tenants are unknown. It is probable that some tenants will be relocated from other buildings in the area. However, several employers have expressed interest who would be bringing new employment to the area. The Redevelopment Corporation's benefits are particularly important to this project because tax abatement lowers the cost of operating the building, which makes possible lower per square foot lease rates designed to attract tenant employers to the city's blighted areas. Additionally as the first substantial rehabilitation in the Joplin and Wall Historic District, this development will increase property values in the district and demonstrate the viability of "green" restorations.

6. Project budget:

TOTAL 200 BLOCK COMMONS PROJECT COST		
Property: 212 S. Joplin Avenue	$	29,484.00
Property: 215 S. Wall Avenue	$	77,941.60
Construction/Remediation 212	$	893,120.67
Construction/Remediation 215	$	164,028.99
Solar Energy System (Incl. in Construction/Remediation)		
Professional Fees	$	25,000.00
Miscellaneous Paid Costs	$	25,000.00
Development Fee (10%)	$	17,575.11
Deferred Development Fee (90%)	$	158,176.02
Construction Loan Interest	$	20,802.50
Builder's Risk Insurance	$	12,000.00
Working Capital/Contingency	$	63,428.98
TOTAL PROJECT COST	**$**	**1,486,557.87**

7. Possible tenants with an expressed interest in the building include:

MidWestern Interactive, LLC
Jolly Monk Micro-Brewery
Whitehill Enterprises
Commons Based, LLC
Conrow Construction
Core Brewing

8. Job generation projections: The building is anticipated to have a total work force of more than 30 people. Total jobs projected within 24 months of lease date:

MidWestern Interactive, LLC	14 Employees
Jolly Monk Micro-Brewery	5 Employees
Whitehill Enterprises, LLC	7 Employees
Commons Based, LLC	6 Employees
Conrow Construction	5 Employees
Core Brewing	Unknown

9. Not applicable, not residential.

10. Project folder, including owner, existing and future use of property, photographs of the existing facility and drawings of renovation plans, plot plans, parking, etc., current ad valorem taxes on the property, reassessment document to support value after investment.

Owner: 200 Block Commons, LLC.
Existing Uses: vacant and warehouse facility

Future Use: Class "A" Office Space, retail, and indoor parking/warehousing.
Photographs, drawings, & parking: see appendices.
Current ad valorem taxes on the properties: see below and attachments

212 South Joplin Avenue — 2015 Real Estate Taxes: **$253.06**
Total Assessed Value: $4,490
Total Appraised Value: $14,040

215 South Wall Avenue — 2015 Real Estate Taxes: **$795.53**
Total Assessed Value: $14,110
Total Appraised Value: $44,090

Estimated Market Value of the Property "As Complete and Stabilized" (see attached appraisals)

212 South Joplin Avenue — **$1,300,000**

215 South Wall Avenue — **$147,000**

212 South Joplin Calculations:

$1,300,000 - $14,040 = $1,285,960 x 32% = $411,507.20 / 100 = $4,115.07 X 4.6159 = $18,944.76

Total Annual Estimated Abated Tax for 212 = $18,944.76

215 South Wall Calculations:

$147,000 - $44,090 = $102,910 X 32% = $32,931.20 / 100 = $329.31 X 4.6159 = $1,520.07

Total Annual Estimated Abated Tax for 215 = $1,520.07

TOTAL ESTIMATED ANNUAL ABATED TAX FOR BOTH PROPERTIES: $20,464.83

11. Appraisal and Property Purchase Contracts: See attached appraisal summary sheets.

Prepared by: Jeff Neal, 200 Block Commons, LLC, (417) 849 -1605
215 S. Wall Avenue, Joplin, MO 64801

200 Block Commons

Hurlbut Chapel Building built 1921, 212 S. Joplin Avenue
White Motor Truck Building built 1912, 215 S. Wall Avenue

16,000 sf Commons Based Sustainable Development:

$1.5 million rehabilitation of two existing National Register listed buildings.

75 Kw producing rooftop solar panels for near energy self sufficiency

LED lighting and high SEER heat pumps for maximum efficiency

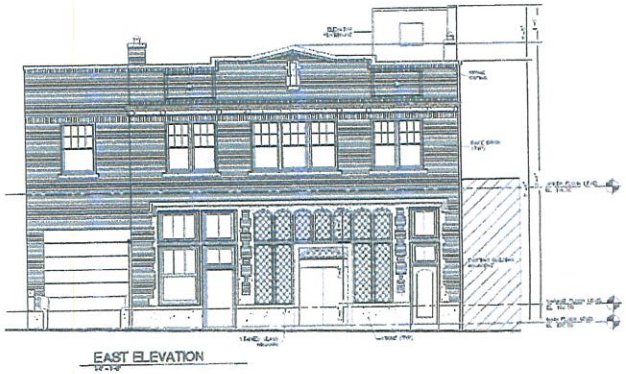
Non Hydraulic Traction Elevator

Low water usage fixtures

R-30 rigid foam insulated roof

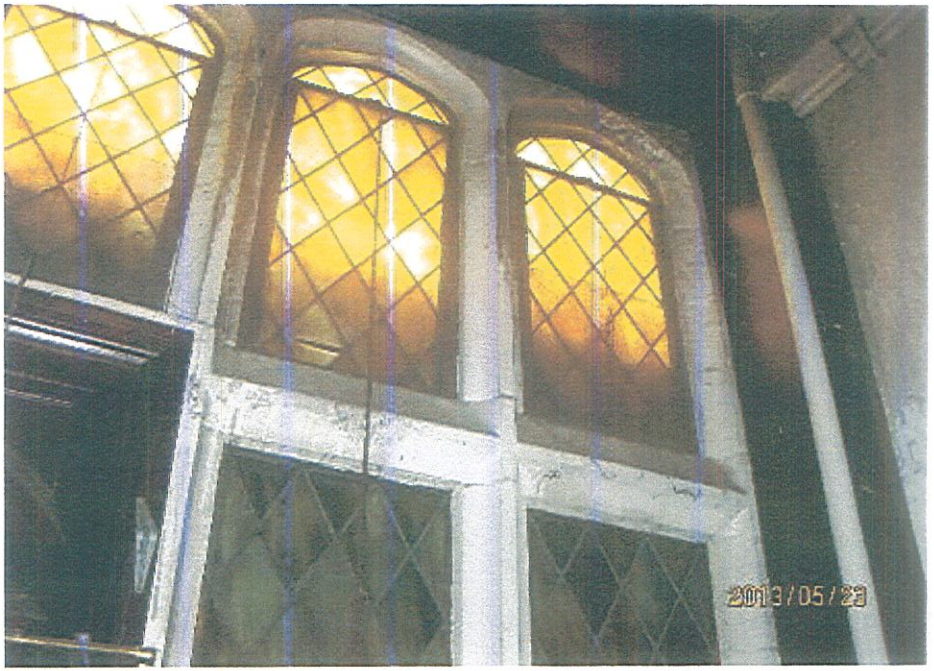
Flexible office concepts and potential retail use

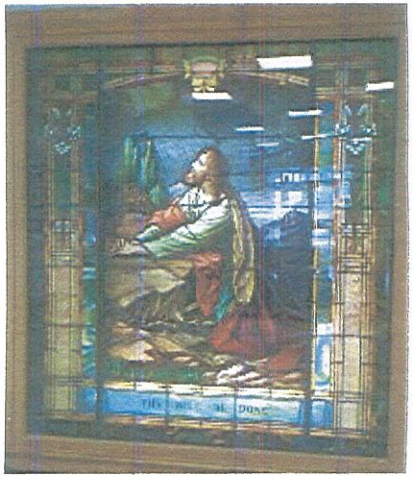




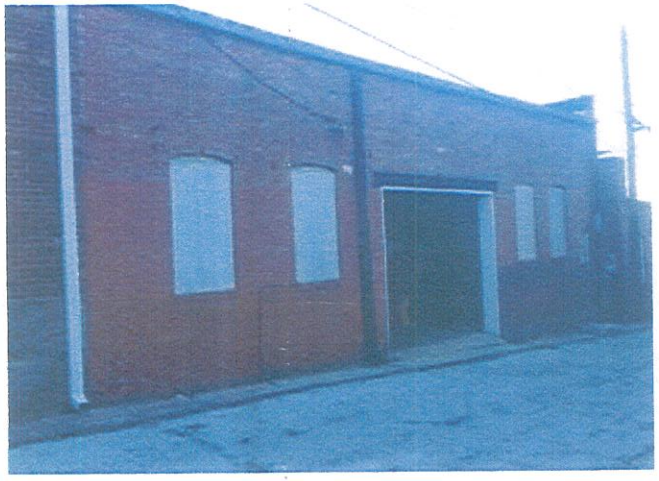
Positive Building Characteristics

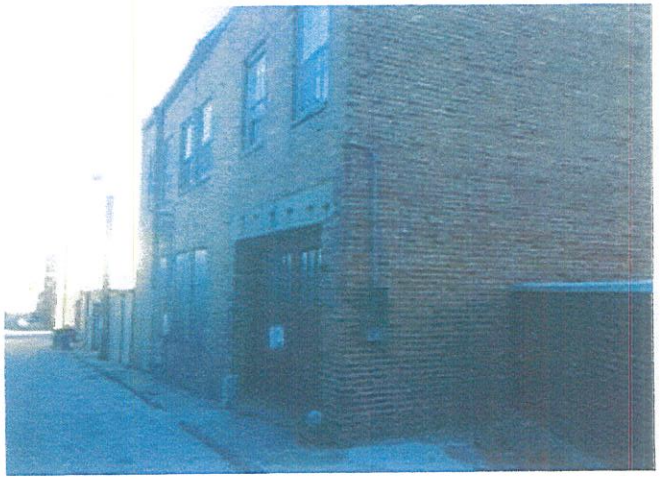
- National Register of Historic Places Listed Building
- 13 Indoor Parking Spaces
- Reinforced Concrete Construction
- Stained glass front windows
- Fireproof Stairwell
- Passenger Elevator
- Basement Storm Shelter
- Reinforced Roofs
- Clean Slate Open 2nd Floor
- State Certified Clean: following participation in Brownfield Voluntary Clean Up Program



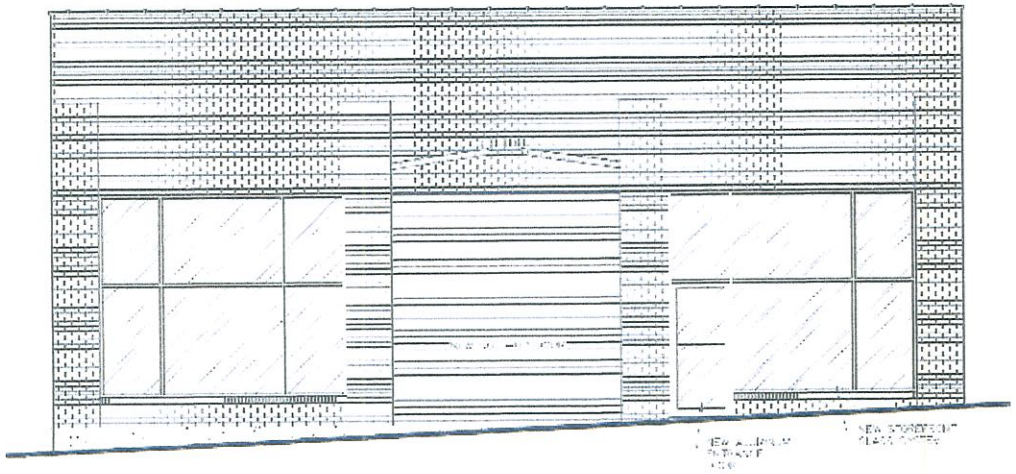


Roll up and Walk Doors will join the two buildings across a 20 ft alley

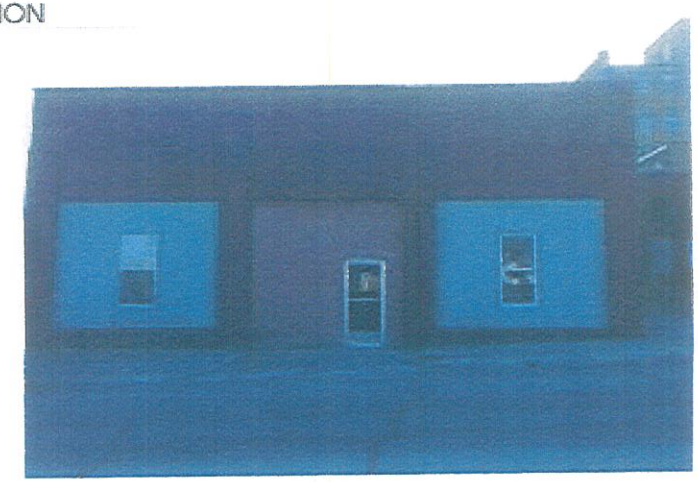




Former White Truck Sales Building As Private Parking



WEST ELEVATION

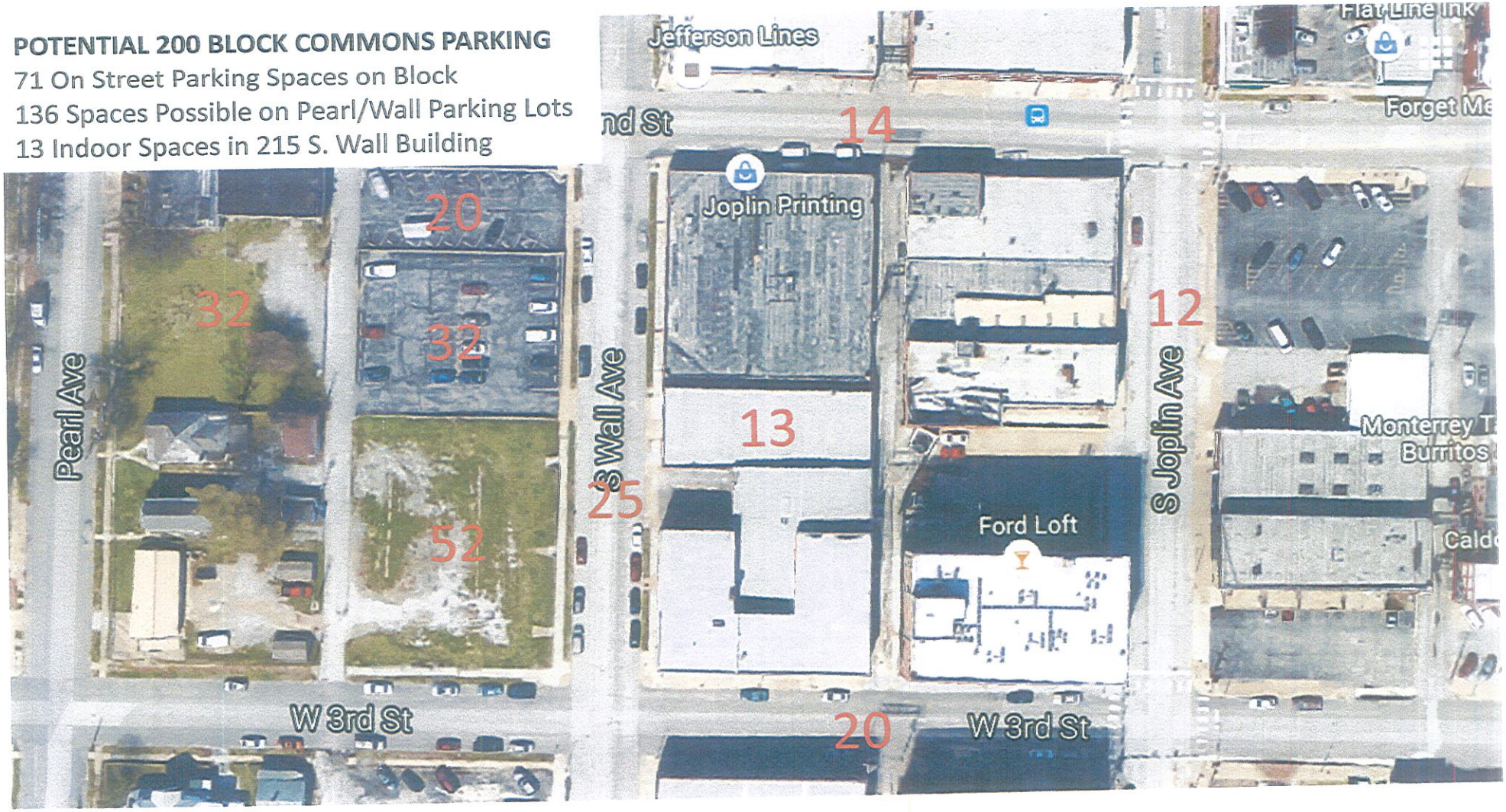


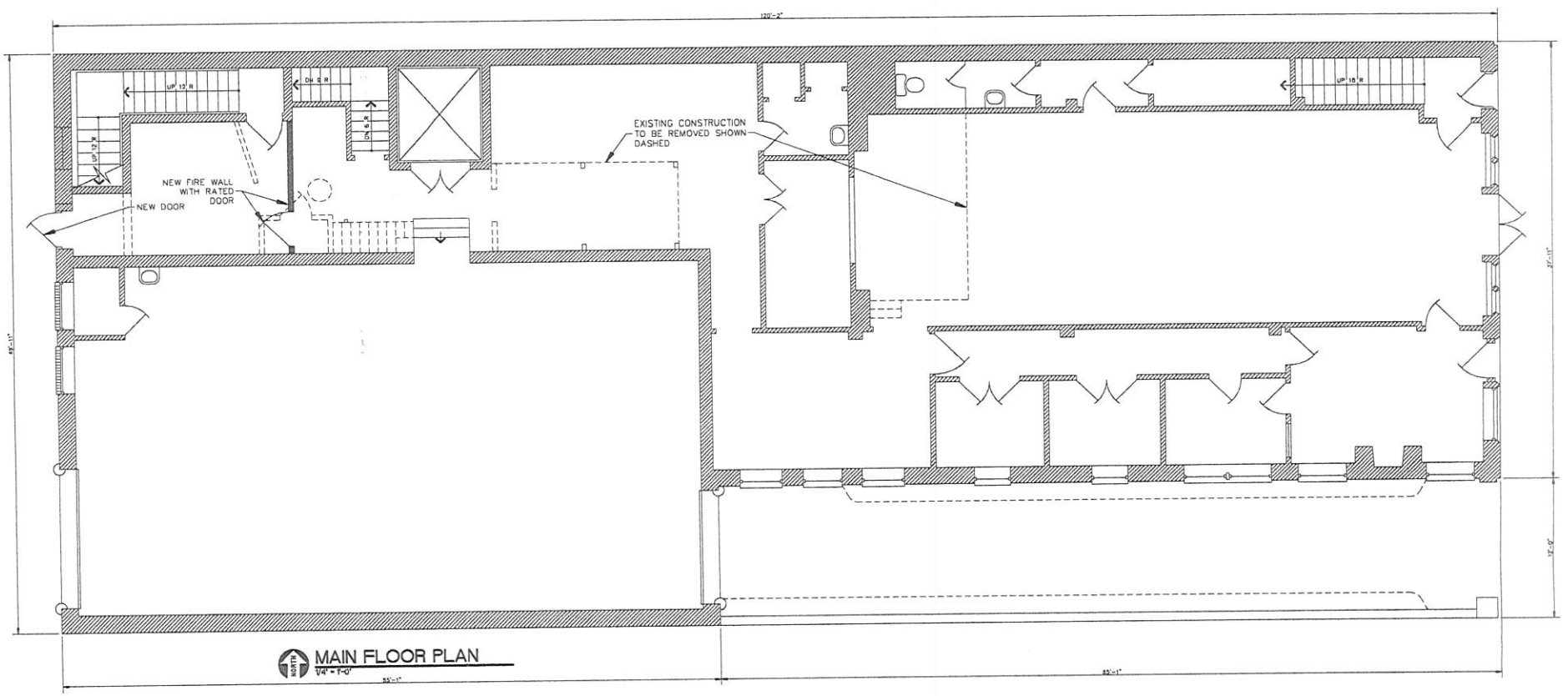
POTENTIAL 200 BLOCK COMMONS PARKING

71 On Street Parking Spaces on Block

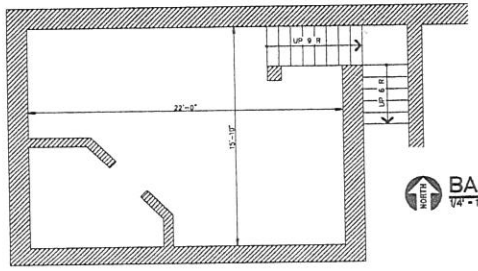
136 Spaces Possible on Pearl/Wall Parking Lots

13 Indoor Spaces in 215 S. Wall Building





MAIN FLOOR PLAN
1/4" = 1'-0"



BASEMENT FLOOR PLAN
1/4" = 1'-0"

STEVEN W. LACEY
ARCHITECT, LLC
417 EAST CENTRAL ORONOGO, MO ~ (417)673-1954
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2003003647

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

Sheet Title
MAIN FLOOR PLAN
212 JOPLIN
JULY 25, 2015

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Sheet Number
A1

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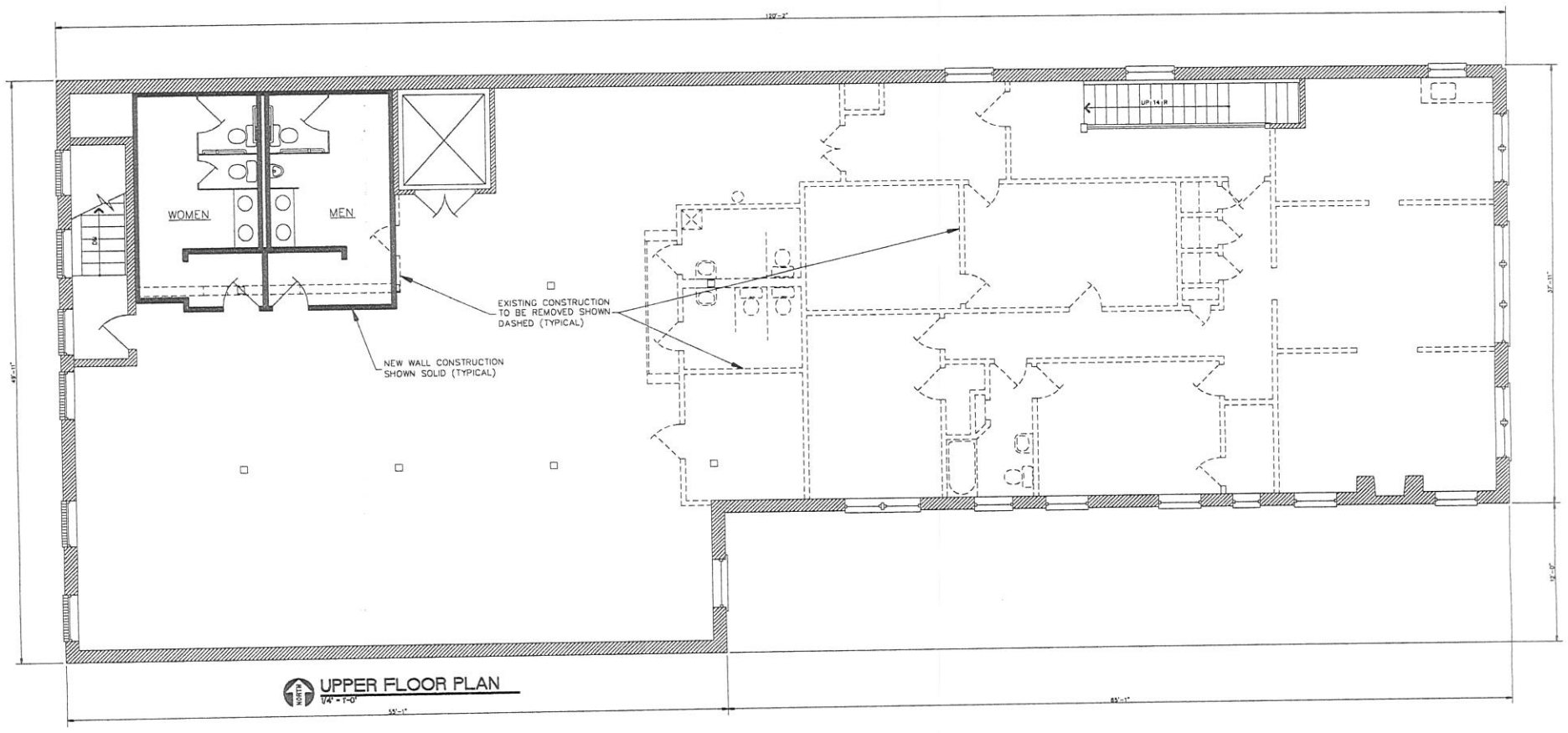

UPPER FLOOR PLAN
1/4" = 1'-0"

STEVEN W. LACEY
ARCHITECT, LLC
417 EAST CENTRAL, ORONOGO, MO. ~ (417)673-1954
STEVEN W. LACEY ARCHITECT, LLC /
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2003003847

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

Sheet Title
UPPER FLOOR PLAN
212 JOPLIN
JULY 25, 2015

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A2

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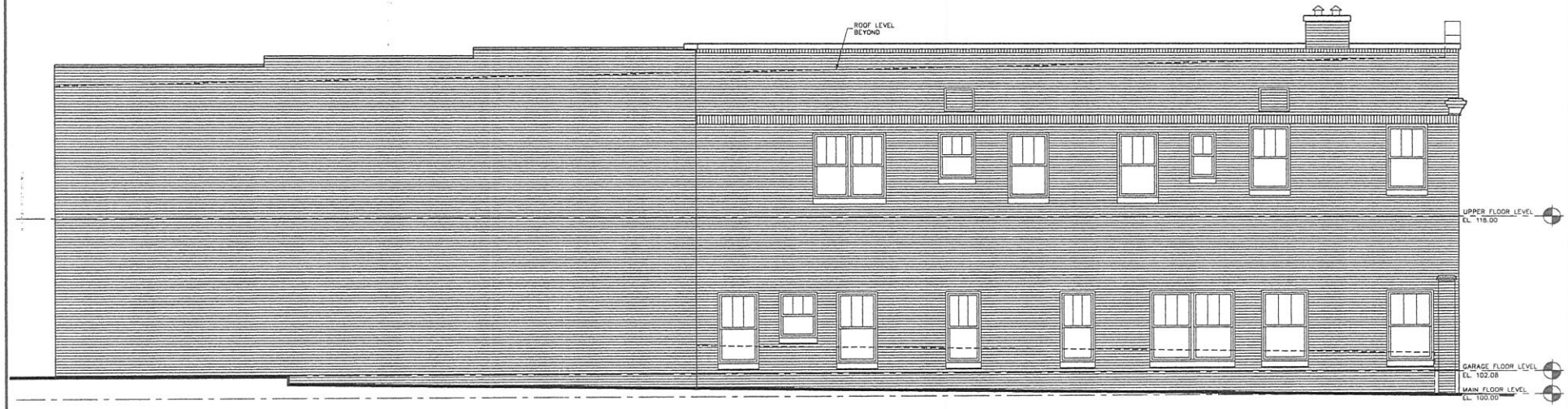

SOUTH ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

STEVEN W. LACEY
ARCHITECT, LLC
417 EAST CENTRAL, GRONGOD, MO ~ (417)673-1934
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2003003847

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

PRELIMINARY DRAWING
NOT FOR CONSTRUCTION

Sheet Title
EXTERIOR ELEVATIONS SOUTH AND EAST
212 JOPLIN
JULY 25, 2015

Sheet Number
A3

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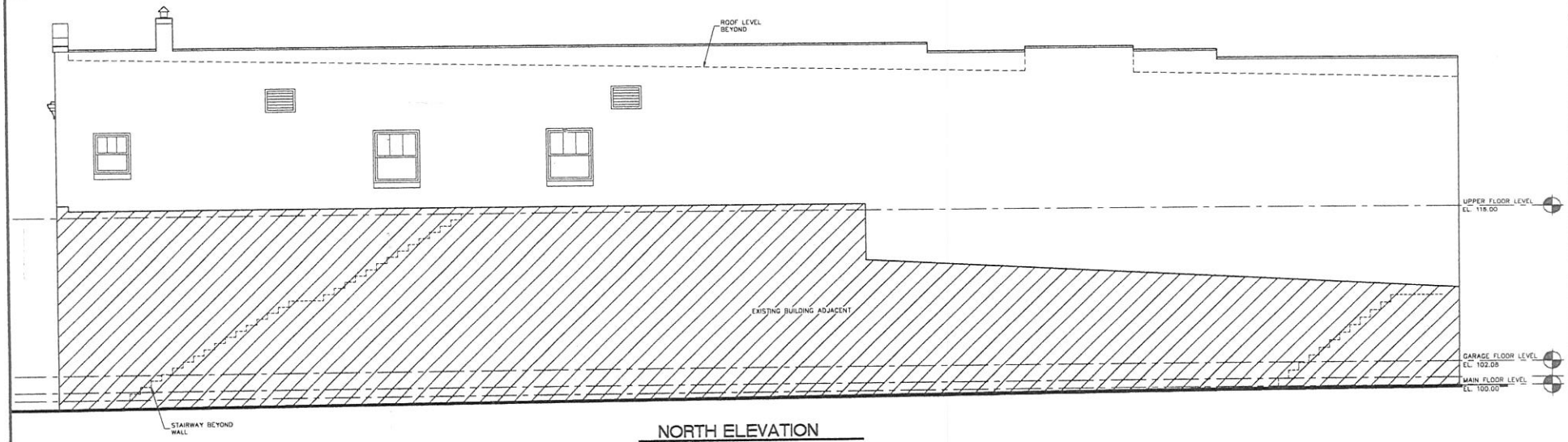

NORTH ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

STEVEN W. LACEY
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417 EAST CENTRAL, ORONOGO, MO ~ (417)673-1954
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2003003847

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

Sheet Title
EXTERIOR ELEVATIONS
NORTH AND WEST
212 JOPLIN
JULY 25, 2015

PRELIMINARY DRAWING
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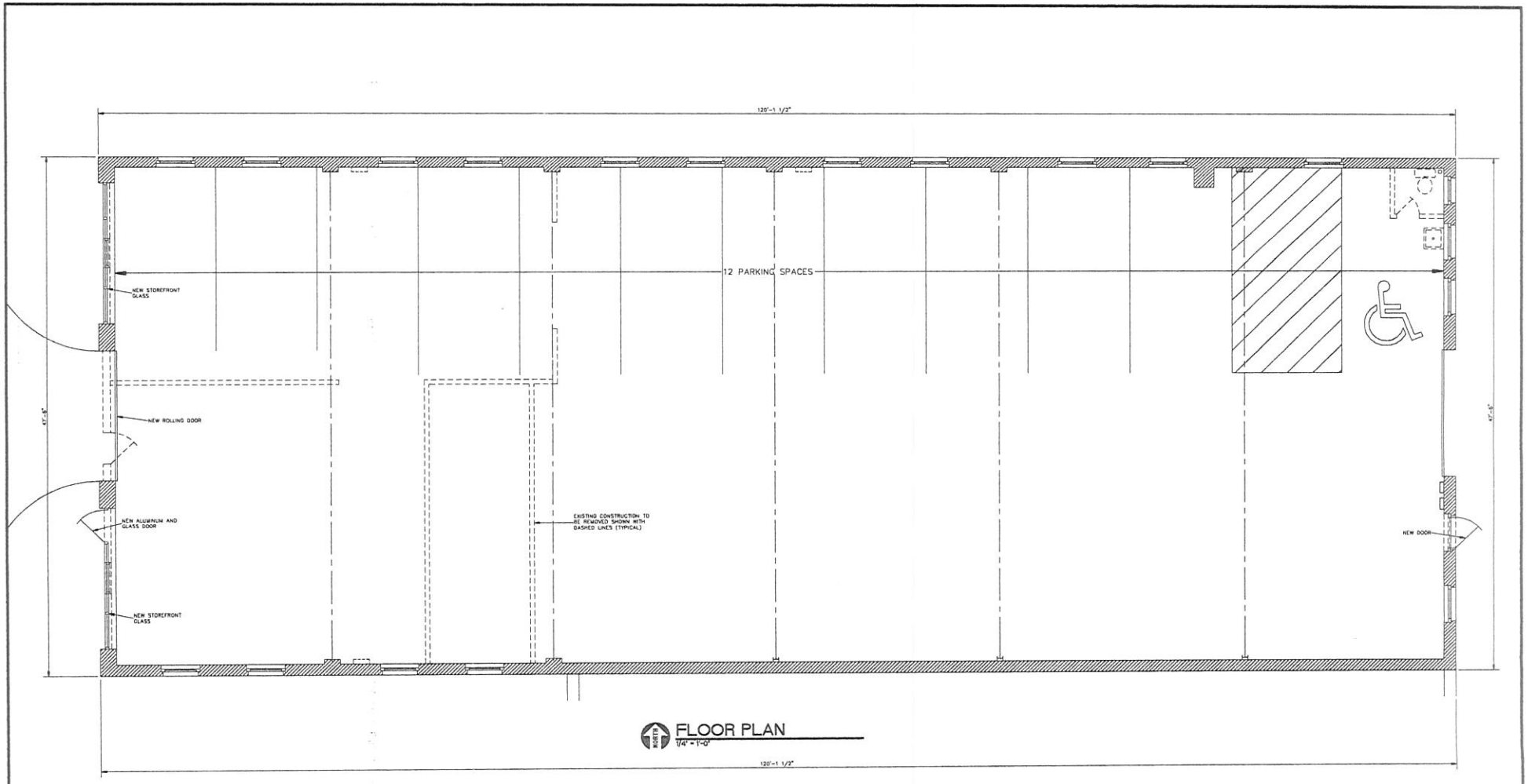

NORTH

FLOOR PLAN

1/4" = 1'-0"

STEVEN W. LACEY
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417 EAST CENTRAL, ORONOGO, MO - (417)673-1954
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2005003847

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

Sheet Title
FLOOR PLAN
215 WALL
JULY 25, 2015

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Sheet Number
A5

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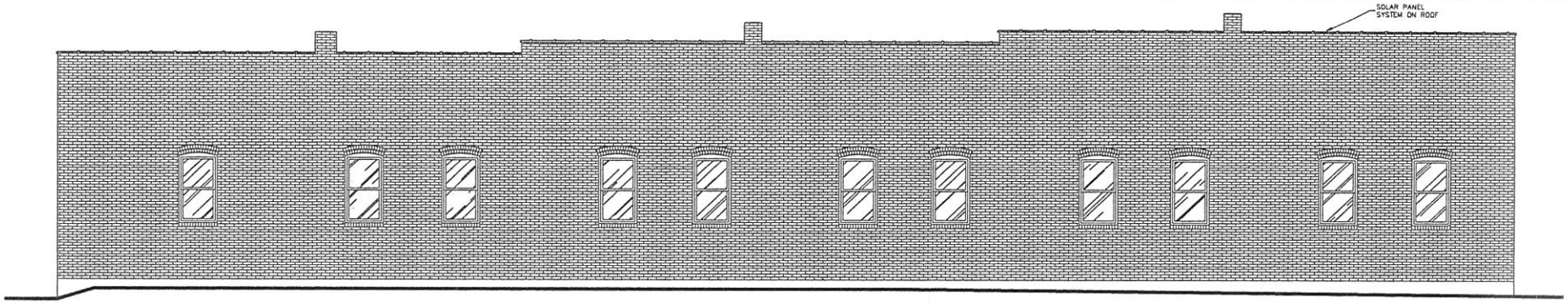
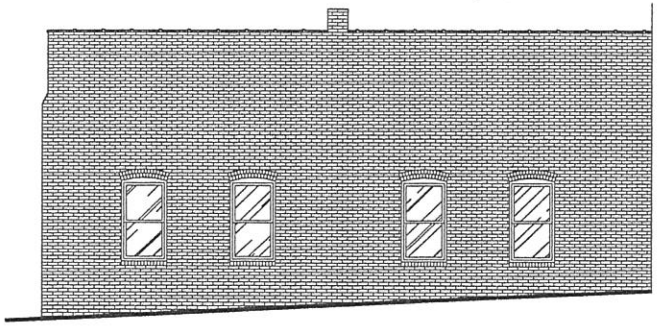
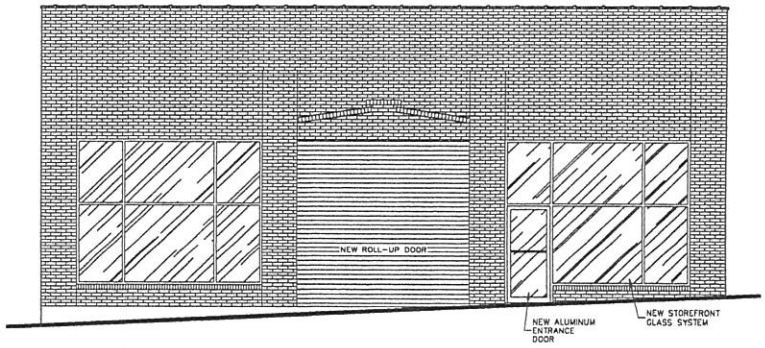


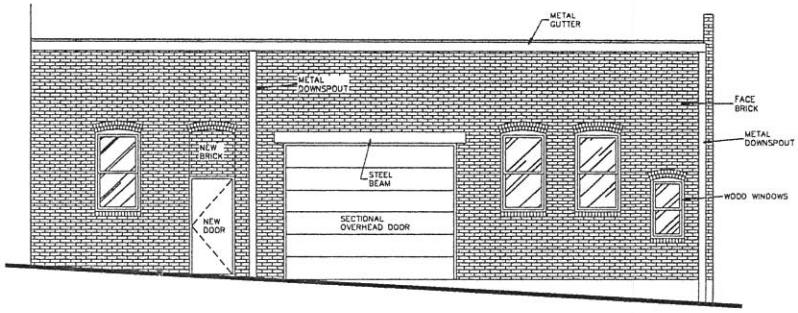
NORTH ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"

STEVEN W. LACEY
ARCHITECT, LLC
417 EAST CENTRAL, ORONOGO, MO ~ (417)673-1054
STEVEN W. LACEY ARCHITECT, LLC
MISSOURI ARCHITECT CERTIFICATE OF AUTHORITY NO. 2003003847

BUILDING REHABILITATION PROJECT
200 BLOCK COMMONS
215 WALL STREET AND 212 JOPLIN AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

Revisions

Sheet Title
EXTERIOR
ELEVATIONS
215 WALL
JULY 25, 2015

PRELIMINARY
DRAWING
NOT FOR
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Sheet Number
A6

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Steven W. Lacey-Architect, LLC

Simmons Bank

September 25, 2015

Mr. Jeffrey A. Neal
200 Block Commons, LLC
307 Metalwood Circle
Carl Junction, MO 64834

RE: 215 S. Wall & 212 S. Joplin

Dear Mr. Neal:

Please accept this letter of commitment from Simmons Bank, regarding funding of your requested loans to 200 Block Commons, LLC for the development of properties located at 215 S. Wall and 212 S. Joplin, in Joplin, Missouri. The bank will fund $1,010,000.00 of the total project cost contingent upon a corresponding cash and capital injection by 200 Block Commons, LLC equal to 20% of the project cost and Missouri Brownfield Voluntary Cleanup Program funding.

Please let me know if you require additional information.

Sincerely,

Jeffrey A. Williams
Community Bank Executive
NMLS #710912

Mark S. Tackett, MAI, Inc.
Commercial Real Estate Valuation
1 Whitwick Lane, Bella Vista, AR 72715
Phone: 479-876-1381 Cell: 479-936-6159 Email: marktackettmai@gmail.com

LETTER OF TRANSMITTAL

September 30, 2015

Ms. Angela Hinman
Simmons First Bank
501 S. Main
Pine Bluff, AR 71601

RE: An appraisal of a retail/office property located at 212 S. Joplin Avenue, in the City of Joplin, Jasper, County, Missouri.

Dear Ms. Hinman:

At your request and authorization, I have prepared an appraisal of the market value, as herein defined, of the fee simple interest in the real property that is the subject of this appraisal. This appraisal was requested by Simmons First Bank. I hereby certify that I have inspected the subject property and have made a survey of matters pertinent to the estimation of its value.

The following is an Appraisal Report, in summary format, displaying the data gathered in my investigation, the methods of appraisal employed, and my reasoning in deriving my opinions of market value. Some of the supporting documentation is retained in the appraisal file. The value conclusions are based upon an analysis of relevant data and are contingent upon the Assumptions and Limiting Conditions, and the specific extraordinary assumptions which appear below. It is the opinion of the appraiser the market value of the subject property "as complete & stabilized", as of the effective appraisal date of September 15, 2015, was as follows:

ESTIMATED MARKET VALUE OF THE LEASED FEE INTEREST
"AS COMPLETE AND STABILIZED"
ONE MILLION THREE HUNDRED THOUSAND DOLLARS
$1,300,000

Because the subject will be like new upon completion the estimated lease-up time is less than 12 months subsequent to completion of construction. Therefore, no discount due to lease-up has been applied and the market value "as complete" is the same as the market value "as complete and stabilized".

The appraisers also considered the market value of the subject "as is". It is the opinion of the appraiser the market value of the subject property "as is", as of the effective appraisal date of September 15, 2015, was as follows.

ESTIMATED MARKET VALUE OF THE FEE SIMPLE INTEREST - "AS IS"
FORTY TWO THOUSAND DOLLARS
$42,000

The opinions of market value are based upon the following Extraordinary Assumptions:
1. That the land and building sizes are materially as indicated in this report,

2. All building systems and mechanicals will be operational and functioning adequately upon completion of construction;
3. The improvements will be structurally sound and capable of performing their economic function;
4. There are no environmentally hazardous materials or conditions affecting the property.
5. The proposed solar panels, at an expected cost of about $170,000, whether mounted on the roof of 215 S Wall or 212 S Joplin, are primarily for the benefit of the retail/office building at 212 S. Joplin and have been considered as such and included in this valuation.

If any, or all, of these assumptions prove to be untrue, the preceding value estimates could be influenced.

The above displayed opinion of market value "As Complete and Stabilized" is made subject to completion of plans and specifications on the basis of a hypothetical condition that the improvements have been completed as of the effective date of this appraisal report. This hypothetical condition is known to be false but used for the purposes of appropriate analysis of the subject.

It is also an extraordinary assumption regarding the "As Complete and Stabilized" market value that all plans/specs will be completed per the written & verbal information provided by the owner.

The appraisal has been prepared and reported to conform with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and 12 CFR Section 34.44, OCC Rules and Regulations. This appraisal was prepared for Simmons First Bank and is intended only for use by its internal management, auditors, and as applicable, appropriate regulatory authorities. The intended use is limited to assisting Simmons First Bank in business decisions regarding the subject property.

Sincerely,

Mark S. Tackett

STATE OF MISSOURI
MARK S.
TACKETT
NUMBER
2007011648
GENERAL
CERTIFIED REAL ESTATE APPRAISER

Mark S. Tackett, MAI,
AR Certified Gen. Appraiser No.1394
KY CGA #4971
MO CGA No. 2007011648
OK CGA No. 12885

JASPER COUNTY TAX RECEIPT

2015 REAL ESTATE

Stephen H. Holt, 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

200 BLOCK COMMONS
307 METALWOOD CIR
CARL JUNCTION MO 64834

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

PARCEL ID#:	19-2.0-03-040-021-006.000
CODE NUMBER:	33-9380-0
SEC, TWN, RNG:	3-27-33
ACRES:	0.14
SITUS ADDRESS:	212 S JOPLIN AVE
M-CODE:	0

DELINQ YEARS: NONE

MURPHYSBURG ORIG LOT 71

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			0
Commercial			4,490
		TOTAL VALUATION	4,490

Tax District	Levy per $100	Total Tax
STAT	0.0300	1.35
COUN	0.1050	4.19
SHFL	0.0852	3.40
MH	0.0852	3.40
R8	3.6600	146.03
JORD	0.2226	8.88
CJOP	0.4279	17.07
SRTX	1.0200	45.80
TORTIF		22.94

TAX		253.06
		253.06

PAID

VALIDATED BY
STEPHEN H. HOLT - JASPER COUNTY COLLECTOR

DATE: 12/03/2015 AMOUNT PAID: 253.06 RECEIPT #: 800115

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

Mark S. Tackett, MAI, Inc.
Commercial Real Estate Valuation
1 Whitwick Lane, Bella Vista, AR 72715
Phone: 479-876-1381 Cell: 479-936-6159 Email: marktackettmai@gmail.com

LETTER OF TRANSMITTAL

September 25, 2015

Ms. Angela Hinman
Simmons First Bank
501 S. Main
Pine Bluff, AR 71601

RE: An appraisal of an office/warehouse/private parking garage located at 215 S. Wall Avenue, in the City of Joplin, Jasper, County, Missouri.

Dear Ms. Hinman:

At your request and authorization, I have prepared an appraisal of the market value, as herein defined, of the fee simple interest in the real property that is the subject of this appraisal. This appraisal was requested by Simmons First Bank. I hereby certify that I have inspected the subject property and have made a survey of matters pertinent to the estimation of its value.

The following is an Appraisal Report, in summary format, displaying the data gathered in my investigation, the methods of appraisal employed, and my reasoning in deriving my opinions of market value. Some of the supporting documentation is retained in the appraisal file. The value conclusions are based upon an analysis of relevant data and are contingent upon the Assumptions and Limiting Conditions, and the specific extraordinary assumptions which appear below. It is the opinion of the appraiser the market value of the subject property "as complete & stabilized", as of the effective appraisal date of September 15, 2015, was as follows:

ESTIMATED MARKET VALUE OF THE FEE SIMPLE INTEREST
"AS COMPLETE AND STABILIZED"
ONE HUNDRED FORTY SEVEN THOUSAND DOLLARS
$147,000

Because the subject is owner occupied and would tend to sell to another owner occupant the above displayed market value "as complete and stabilized" is also considered the market value "as complete" as there would be no discount for lease-up.

The appraisers also considered the market value of the subject "as is". It is the opinion of the appraiser the market value of the subject property "as is", as of the effective appraisal date of September 15, 2015, was as follows.

ESTIMATED MARKET VALUE OF THE FEE SIMPLE INTEREST - "AS IS"
ONE HUNDRED THOUSAND DOLLARS
$100,000

The opinion of market value is based upon the following Extraordinary Assumptions:
1. That the land and building sizes are materially as indicated in this report,
2. All building systems and mechanicals are operational and functioning adequately;

3. The improvements are structurally sound and capable of performing their economic function;
4. There are no environmentally hazardous materials or conditions affecting the property.
5. The proposed solar panels, at an expected cost of about $170,000, whether mounted on the roof of 215 S Wall or 212 S Joplin, are primarily for the benefit of the retail/office building at 212 S. Joplin and have been considered as such and not included in this valuation of 215 S. Wall.

If any, or all, of these assumptions prove to be untrue, the preceding value estimates could be influenced.

The above displayed opinion of market value "As Complete and Stabilized" is made subject to completion of plans and specifications on the basis of a hypothetical condition that the improvements have been completed as of the effective date of this appraisal report. This hypothetical condition is known to be false but used for the purposes of appropriate analysis of the subject.

It is also an extraordinary assumption regarding the "As Complete and Stabilized" market value that all plans/specs will be completed per the written & verbal information provided by the owner.

The appraisal has been prepared and reported to conform with the *Uniform Standards of Professional Appraisal Practice* (USPAP) and 12 CFR Section 34.44, OCC Rules and Regulations. This appraisal was prepared for Simmons First Bank and is intended only for use by its internal management, auditors, and as applicable, appropriate regulatory authorities. The intended use is limited to assisting Simmons First Bank in business decisions regarding the subject property.

Sincerely,

Mark S. Tackett, MAI,
AR Certified Gen. Appraiser No.1394
KY CGA #4971
MO CGA No. 2007011648
OK CGA No. 12885



JASPER COUNTY TAX RECEIPT

2015 REAL ESTATE

Stephen H. Holt, 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

200 BLOCK COMMONS
307 METALWOOD CIR
CARL JUNCTION MO 64834

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

PARCEL ID#:	19-2.0-03-040-021-003.000
CODE NUMBER:	33-9391-0
SEC, TWN, RNG:	3-27-33
ACRES:	0.13
SITUS ADDRESS:	215 S WALL AVE
M-CODE:	0

DELINQ YEARS: NONE

MURPHYSBURG ORIG N 27' 6.5" LOT 89 & S 20' LOT 90

	Land	Structure	SUBTOTALS
Residential			0
Agricultural			0
Commercial			14,110
		TOTAL VALUATION	14,110

Tax District	Levy per $100	Total Tax
STAT	0.0300	4.23
COUN	0.1050	13.22
SHFL	0.0852	10.73
MH	0.0852	10.73
R8	3.6600	460.79
JORD	0.2226	28.03
CJOP	0.4279	53.87
SRTX	1.0200	143.92
TORTIF		69.71
TAX		795.23
		795.23

PAID

VALIDATED BY
STEPHEN H. HOLT - JASPER COUNTY COLLECTOR

DATE: 12/03/2015 AMOUNT PAID: 795.23 RECEIPT #: 800116

REAL ESTATE TAX RECEIPTS CANNOT BE USED TO LICENSE VEHICLES

EXHIBIT B

(LEGAL DESCRIPTIONS OF PROPERTIES IN 200 BLOCK COMMONS PROJECT)

215 S. WALL AVE: ALL OF THE NORTH 27 FEET AND 6.5 INCHES OF LOTS NUMBERED EIGHTY-NINE (89) AND ALL OF THE SOUTH 20 FEET OF LOT NUMBERERED NINETY (90) IN ORIGINAL TOWN OF MURPHYSBURG, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF

212 S. JOPLIN AVE: ALL OF LOT NUMBERED SEVENTY-ONE (71) IN ORIGINAL TOWN OF MURPHYSBURG, NOW A PART OF THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT THEREOF.

COUNCIL BILL NO. 2016-379 ORDINANCE NO.

AN ORDINANCE approving the Redevelopment Plans for properties known as the 200 Block Commons located at 215 S. Wall Ave. and 212 S. Joplin Ave.; by Common Based, LLC (Jeff and Carolina Neal) in accordance with the Redevelopment Plans as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to properties located at 215 S. Wall Ave. and 212 S. Joplin Ave, Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten(10) years, commencing January 1, 2017 and fifty (50%) for the following fifteen (15) years, ending after December 31, 2041; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause.

WHEREAS, after having a public hearing upon the same on August 6, 2007 the City of Joplin declared certain real estate described therein and described herein as "blighted" within the meaning of the provisions of Chapter 353 of the Revised Statutes of the State of Missouri due to the lack of adequate infrastructure and obsolescence such that the tract described therein and herein has become an economic liability and that such conditions are conducive to the inability of the property to generate reasonable taxes; and,

WHEREAS, pursuant to the provision of Chapter 353 of the Revised Statues of the State of Missouri, the Joplin Redevelopment Corporation, Inc., has approved the Redevelopment Project of the 200 Block Commons, and recommended the granting of the tax abatements as described herein, at its meeting on the 11th day of October 2016 and,

WHEREAS, pursuant to the provisions of Section 353.110, the City of Joplin provided the taxing authorities affected by such redevelopment property, Notice of public hearing to be held before the Council of the City of Joplin concerning the granting of tax abatements for such project; and,

WHEREAS, after having held a public hearing upon this same date as required by Section 353.110.3.2, the Council desires to approve the Redevelopment Plan as described herein, approve the documents necessary to develop the property as described herein, and, approve the tax abatement as described herein.

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

Section I. That the 200 Block Commons Project Plan approved by the Joplin Redevelopment Corporation, Inc., on October 11, 2016; a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is, hereby approved.

Section 2. That having held a Public Hearing upon the same after appropriate Notice, the Council does hereby grant a tax abatement of the ad valorem real property taxes for the improvements upon the property known as the 200 Block Commons, located 215 South Wall Avenue and 212 South Joplin Avenue, a more particular description being attached hereto as Exhibit B to the redevelopment plan, hereinafter refereed to as "the Property", in the amount of one hundred percent (100%) commencing January 1, 2017, and continuing to and ending after December 31, 2026, and in accordance with said Redevelopment Plan, does hereby approve the granting of tax abatement in the amount of fifty percent (50%) of the ad valorem real property taxes on the improvements to "the Property" for fifteen (15) years, commencing January 1, 2027 conditioned upon the compliance with the Redevelopment Plan as approved herein. That this Section 2 shall not be become effective until such time as the Joplin Redevelopment Corporation, Inc., shall become the owner of "the Property".

Section 3. That in the event of the sale or other disposition of any real property by the Joplin Redevelopment Corporation, Inc., its successors or assigns, by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, or by order of any court of competent jurisdiction, or by voluntary transfer or conveyance, the partial tax relief provided for in Section 2 in the Ordinance shall inure to the benefit of any purchaser or transferee of such real property or any interest therein, so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Redevelopment Plan.

Section 4. That the City Manager is hereby authorized to execute said Agreement by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a _____ vote.

ATTEST: _____
Michael Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, City Attorney

CITY OF JOPLIN
CITY COUNCIL MEETING
MINUTES October 17, 2016

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

INVOCATION - read by City Clerk Barbara Hogelin

PLEDGE OF ALLEGIANCE to the United States of America –led by Cub Scout Pack 17
Scouts are Nickolas Svec, Jeffery Spangler, John Streeter, Daniel Fajardo, Daniel Hodson, and Paul Streeter.

ROLL CALL – Answering Roll Call were: Taylor Brown, Melodee Colbert-Kean, Miranda Lewis, Dan McCreary, Gary Shaw, Ryan Stanley, Phil Stinnett, Jim West and Mayor Seibert. Also in attendance were City Manager Sam Anselm and City Attorney Peter Edwards.

PRESENTATIONS

REPORTS AND COMMUNICATIONS

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

CITIZEN REQUESTS AND PETITIONS

PUBLIC HEARINGS

CONSENT AGENDA – Motion by Mr. Stanley, second by Mrs. Lewis to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Brown, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Minutes of the October 3, 2016 Council Meeting

COUNCIL BILL NO.2016-275 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,900 feet south and 1,800 feet west of the intersection of Apple Road and County Road 180 in Jasper County, Missouri. **Ordinance No. 2016-155**

COUNCIL BILL NO. 2016-276- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,900 feet south of the intersection of Apple Road and County Road 180 in Jasper County, Missouri. **Ordinance No. 2016-156**

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerk's Office at (417) 624-0820 ext. 220. Forty-eight hours' notice is requested.

COUNCIL BILL NO. 2016-277- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,400 feet south and 220 feet west of the intersection of Apple Road and County Road 180 in Jasper County, Missouri. **Ordinance No. 2016-157**

COUNCIL BILL NO.2016-278- AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 340 feet west of the intersection of Apple Road and County Road 180 in Jasper County, Missouri. **Ordinance No. 2016-158**

AMENDED COUNCIL BILL NO. 2016-279 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-3-PD property as described below and located at 655 South Lavender Lane in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-159**

COUNCIL BILL NO. 2016-280 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District R-2 property as described below and located at 2024, 2025, and 2119 South Maryland Avenue in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-160**

COUNCIL BILL NO. 2016-281 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 570 feet west and 600 feet north of the intersection of 32nd Street and John Duffy Drive in Jasper County, Missouri. **Ordinance No. 2016-161**

COUNCIL BILL NO. 2016-282 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 570 feet west and 600 feet north of the intersection of 32nd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-162**

COUNCIL BILL NO. 2016-283 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located 570 feet west of the intersection of 32nd Street and John Duffy Drive in Jasper County, Missouri. **Ordinance No. 2016-163**

COUNCIL BILL NO. 2016-284 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-3 property as described below and located 570 feet west of the intersection of 32nd Street and John Duffy Drive in the City of Joplin, Jasper County, Missouri. **Ordinance No. 2016-164**

RESOLUTIONS

Mr. Stinnett introduced RESOLUTION NO. 2016-021-A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation, Transportation Alternatives Program for grant funds for the Main Street Sidewalk Replacement Project north of 15th Street. Motion by Mr. Stinnett, second by Mr. Shaw that Resolution No. 2016-021 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

Mrs. Lewis introduced RESOLUTION NO. 2016-022-A RESOLUTION authorizing the City Manager to submit a resolution of support and application to the Missouri Department of Transportation, Transportation Alternatives Program for grant funding for the construction of the St. John's Blvd. walking trail. Motion by Mrs. Lewis, second by Mr. McCreary that Resolution No. 2016-022 be approved. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0.

ORDINANCES – EMERGENCIES

Ms. Colbert-Kean introduced COUNCIL BILL NO. 2016-142-AN ORDINANCE approving a Work Authorization for JET Associates in the not to exceed amount of Three Million Nine Hundred Seventy-One Thousand and No/100 Dollars ($3,971,000.00) for Professional Engineering Consulting Services for Design, Right of Way, Bidding, and Construction Services for Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause. Motion by Ms. Colbert-Kean, second by Mrs. Lewis that Council Bill No. 2016-142 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-165**

Mr. Stanley introduced COUNCIL BILL NO. 2016-143-AN ORDINANCE approving a work authorization for JET Associates not to exceed amount of Nine Hundred Thirty-Four Thousand and no/100 Dollars ($934,000.00) for Continuing Engineering Services Associated with the Main Street Improvements from 15th St. to 32nd Street Project and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2016-143 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-166**

Mr. West introduced COUNCIL BILL NO. 2016-144-AN ORDINANCE approving an agreement for JET Associates not to exceed Four Hundred Thirty-Three Thousand and no/100 Dollars ($433,000.00) for Continuing Engineering Services Associated with the 20th Street Improvements from Main to Connecticut Project and containing an emergency clause. Motion by Mr. Mr. West, second by Mr. McCreary that Council Bill No. 2016-144 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-167**

Mr. West introduced COUNCIL BILL NO. 2016-145-AN ORDINANCE approving the contract between the City of Joplin, Missouri and Right-A-Way Sewer Service for being the Emergency Sewer Repair and restoration contractor for the City of Joplin. Per the specifications associated with Council Bill #2016-145; and containing an emergency clause. Motion by Mr. Mr. West, second by Mr. McCreary that Council Bill No. 2016-145 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-168**

Mrs. Lewis introduced COUNCIL BILL NO. 2016-146-AN ORDINANCE approving the contract between the City of Joplin, Missouri and Big John's Heavy Company in the amount of One Hundred Twenty-Six Thousand Four Hundred Dollars ($126,400) for the demolition of the building located at 301 E Commercial Alley per the specifications associated with Council Bill #2016-146; and

containing an emergency clause. Motion by Mrs. Lewis, second by Mr. Stanley that Council Bill No. 2016-146 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-169**

Mr. Brown introduced COUNCIL BILL NO. 2016-147-AN ORDINANCE approving a Work Authorization for Anderson Engineering in the not to exceed amount of Eight Hundred Sixty-One Thousand Six Hundred Thirteen and No/100 Dollars ($861,613.00) for Professional Engineering Consulting Services for Design, Right of Way, Bidding, and Construction Services for Sidewalk, Curb & Gutter, and Storm Water Projects in the Recovery Area and containing an emergency clause. Motion by Mr. Brown, second by Mr. West that Council Bill No. 2016-147 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-170**

Mrs. Colbert-Kean introduced COUNCIL BILL NO. 2016-148-AN ORDINANCE approving Work Authorization AMA Rehab '15 & '16 SS – 2 for Allgeier Martin & Associates Inc. in the not to exceed amount of Seventy-five Thousand and No/100 Dollars ($75,000.00) for Engineering Services Associated with the 2015 and 2016 Sanitary Sewer Line Rehabilitation project and containing an emergency clause. Motion by Mr. Mrs. Colbert-Kean, second by Mrs. Lewis that Council Bill No. 2016-148 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-171**

Mrs. Colbert-Kean introduced COUNCIL BILL NO. 2016-377-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, 2016, through October 31, 2017, 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 to execute said Agreement for the City, and containing an emergency clause. Motion by Mr. Mrs. Colbert-Kean, second by Mrs. Lewis that Council Bill No. 2016-377 be approved on an emergency basis Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-172**

Mr. Stanley introduced COUNCIL BILL NO. 2016-456-AN ORDINANCE approving an Agreement by and between the Joplin Humane Society, Inc., and the City of Joplin, Missouri, providing for animal sheltering services for the city animal control program, authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Brown that Council Bill No. 2016-456 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-173**

Mr. Stanley introduced COUNCIL BILL NO. 2016-457-AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending certain fees found in Section 18-144; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2016-457 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-174**

Mr. Stanley introduced COUNCIL BILL NO. 2016-521-AN ORDINANCE approving a Contract by and between the City of Joplin and Anthem BCBS to provide stop loss coverage and administrative services for the City's health self-insurance coverage on behalf of the employer, the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin; and containing an emergency clause. Motion by Mr. Stanley, second by Mrs. Colbert-Kean that Council Bill No. 2016-521 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-175**

Mr. Stanley introduced COUNCIL BILL NO. 2016-522-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mr. Stanley, second by Mr. Shaw that Council Bill No. 2016-522 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-176**

Mrs. Colbert-Kean introduced COUNCIL BILL NO. 2016-523-AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2015-2016 as adopted by Ordinance 2015-168 on October 19, 2015, to adjust appropriations and containing an emergency clause. Motion by Mrs. Colbert-Kean, second by Mr. Brown that Council Bill No. 2016-523 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, and Stinnett, 8. Nays: 1, West. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-177**

Mr. Brown introduced COUNCIL BILL NO. 2016-524-AN ORDINANCE amending the City Salary Administration Plan adopted by Ordinance No. 2012-173 and authorizing a Three Percent (3.0%) wage adjustment for Classified and Unclassified employees; and containing an emergency clause. Motion by Mr. Brown, second by Mr. McCreary that Council Bill No. 2016-524 be approved on an emergency basis. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was declared Adopted and entitled **Ordinance No. 2016-178**

ORDINANCES – FIRST READING

Mr. Stanley introduced COUNCIL BILL NO. 2016-458 - AN ORDINANCE amending Chapter 18, Animals, of the Joplin City Code by amending Sec. 18-1 Definitions and adding language to Sec. 18-12 Limitation on Number of Cats and Dogs, clarifying the number of animals allowed in a dwelling. Motion by Mr. Stanley, second by Mr. Shaw to pass Council Bill No. 2016- 458 on First Reading and advance to second and third reading. Voting in favor were Council Members: Brown, Colbert-Kean, Lewis, McCreary, Seibert, Shaw, Stanley, Stinnett and West, 9. Nays: 0. The Council Bill was read as being **Council Bill No. 2016-458.**

ORDINANCES – SECOND AND THIRD READING

NEW BUSINESS:
Appointments to Boards and Commissions.
The following appointments were made at the Work Session on October 10, 2016:
ADA Board: Curtis Ledford
Historic Preservation: Lori Haun,
City Tree Board: Lauren Copple

Motion by Mr. Shaw, second by Mr. West to approve the appointments. Motion passed 9-0.

Motion by Mr. Stanley, second by Ms. Colbert-Kean to go in closed session, motion passed 9-0.

There being no further business the meeting adjourned at 7:40p.m.

Submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

COUNCIL BILL NO. 2016-150 ORDINANCE NO.

AN ORDINANCE approving an Agreement with Tri-State Investment Company., for the acquisition of right of way necessary for the North Schifferdecker Bridge Project; and authorizing the City Manager to convey the described property rights by Quit Claim deed; and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City enter into an Agreement with Tri-State Investment Company., for the acquisition of property necessary for the North Schifferdecker Bridge Project, a true and accurate copy of said agreement being attached hereto and incorporated herein and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, is hereby authorized to convey the described property by Quit Claim deed for and on behalf of the City of Joplin.

Section 3 That the City of Joplin declares that this Ordinance relating to a public improvement, is an emergency within the meaning of Section 2.12 (6) of the HOME RULE CHARTER of the City of Joplin, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this council bill needs to be approved in order to complete property acquisitions, allowing construction to be completed within funding time limitations.

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

_____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016
Council Bill No. 2016-150

Item: Agreement to Acquire Property for the North Schifferdecker Bridge Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
2) Valuation Summary
3) Agreement
4) Deeds
5) Council Bill 2016-150

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

Recommended Action: Approval of an Agreement with Tri-State Investment Company, for the acquisition of Right of Way for the North Schifferdecker Bridge Project.

Background: The City of Joplin, the Jasper County Special Road District, and the Jasper County Commission are working in partnership to construct a new bridge on Schifferdecker Avenue over Turkey Creek. The memorandum of understanding received council approval on January 22, 2013. The bridge design and construction will be necessary to meet future traffic needs. The bridge construction is included in the Capital Improvement Sales Tax program.

Engineering staff conducted an open house in September, 2015, to receive input on the design and address other issues concerning the bridge construction. Since that time the city has been in the process of acquiring the necessary easements and right of way for the project.

Discussion: City staff has reached an agreement with Tri-State Investment Company to acquire the necessary right of way for the bridge project. In lieu of a cash payment, the City will deed a portion of unused city owned property to the Tri-State Investment Company as well as constructing an additional driveway. The value of the land and cost of the additional driveway are equal to the compensation amount determined by the professional appraisal.

Recommendation: Approval of the Agreement to acquire right of way from Tri-State Investment Company for the North Schifferdecker Bridge Project on an emergency basis per Section 2.12 (6) of the Charter of the City of Joplin.

Summary – Valuation

Tri-State Investment

Right of Way needed for Bridge Project	4.86 acres	*valuation* ($8,746)
Compensation to relocate existing driveway		*valuation* ($5,000)
Total compensation payable to Tri State Investment		**($13,748)**

City to relocate existing driveway	*valuation*-($5,000)
Value of land to be traded to Tri-State Investment 1, 76 acres	*valuation*-($3,168)
City to add second driveway access	valuation-($5,000)
Total valuation of work to be completed by city + land trade	**($13,168)**

This will put the city under the appraised value by approximately $580

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2016, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"City"** and **Tri-State Investment Company** a Missouri Corporation, hereinafter referred to as **"Tri-State"**.

WHEREAS, the City of Joplin owns real estate described as follows:

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE E-1/2 OF THE NW-1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID E-1/2 OF THE NW-1/4; THENCE S 01°52'12"W ALONG THE EAST LINE OF SAID E-1/2 OF THE NW-1/4, 2046.76 FEET TO THE POINT OF BEGINNING ON THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE CONTINUING S 01°52'12"W ALONG SAID EAST LINE OF SAID E-1/2 OF THE NW-1/4, 576.10 FEET TO THENCE SOUTHEAST CORNER THEREOF;
THENCE N 87°55'58"W ALONG THE SOUTH LINE OF SAID 1/4, 265.77 FEET TO THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE N 26°40'02"E ALONG SAID NEW EAST RIGHT-OF-WAY LINE 633.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.76 ACRES (76,554.2 SQUARE FEET), MORE OR LESS.

WHEREAS, Tri State Investment owns the real estate described as follows:

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NE–1/4 NW–1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE–1/4 OF THE NW–1/4 OF SAID SECTION 33;
THENCE S 01°52'12"W ALONG THE WEST LINE THEREOF, 198.09 FEET;
THENCE S 84°28'35"E, 35.07 FEET TO THE OLD EAST RIGHT–OF–WAY LINE OF SCHIFFERDECKER ROAD AND THE POINT OF BEGINNING;
THENCE S 01°52'12"W ALONG SAID OLD EAST RIGHT–OF–WAY, 274.70 FEET TO A POINT ON THE NEW WEST RIGHT–OF–WAY LINE OF SCHIFFERDECKER ROAD;
THENCE NORTHEASTERLY ALONG SAID NEW WEST RIGHT–OF–WAY ON A CURVE TO THE RIGHT (CONCAVE TO THE EAST) HAVING A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 17°12'57", AN ARC DISTANCE OF 330.52 FEET (CHORD = N 39°09'46"E, 329.28 FEET);
THENCE LEAVING SAID NEW WEST RIGHT–OF–WAY ON A BEARING OF N 84°28'35"W, 199.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRE (24,679 SQUARE FEET), MORE OR LESS.

A tract of land in the E-1/2 of the NW-1/4 of Section 33, Township 28 North, Range 33 West of the Fifth Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows:

Commencing at the northwest corner of said E-1/2 of the NW-1/4;
thence S 01°52'12"W along the west line thereof, 198.09 feet to the northwest corner of the parent tract;
thence S 84°28'35"E along the north line of the parent tract, 234.98 feet to the Point Of Beginning;
thence S 84°28'35"E along the north line of the parent tract, 97.44 feet;
thence S 75°51'35"E along the north line of the parent tract, 200.69 feet;
thence S 42°12'47"W, 522.71 feet;
thence S 33°00'46"W, 185.68 feet;
thence southerly along a non-tangent curve to the left having a radius of 937.62 feet and a central angle of 11°18'16", an arc distance of 184.99 feet (chord = S 07°35'58"W, 184.69 feet);
thence S 01°52'07"W on a tangent line, 651.44 feet;
thence along a tangent curve to the right having a radius of 755.00 feet and a central angle of 24°48'00", an arc distance of 335.45 feet (chord = S 14°16'02"W, 332.84 feet);
thence S 26°40'02"W, 8.40 feet to a point on the west line of said E-1/2 of the NW-1/4;
thence N 01°52'02"E along said west line, 108.60 feet to the existing easterly right-of-way line of Schifferdecker Avenue;
thence northerly along said right-of-way on a non-tangent curve to the left having a radius of 735.00 feet and a central angle of 17°45'10", an arc distance of 227.74 feet (chord = N 10°44'37"E, 226.83 feet);
thence N 01°52'02"E along said right-of-way on a tangent line, 343.18 feet;
thence N 01°52'12"E along said right-of-way, 836.25 feet;
thence northeasterly along a non-tangent curve to the right having a radius of 1100.00 feet and a central angle of 17°12'57", an arc distance of 330.52 feet (chord = N 39°09'46"E, 329.28 feet) to the Point Of Beginning.
Containing 4.29 acres (186,938 square feet), more or less.

Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

WHEREAS, the City of Joplin needs the Tri-State Investment Company aforementioned real estate for a public improvement project.

WHEREAS, it is the intent of the City of Joplin and Tri-State Investment Company, to exchange the properties in-kind. The City of Joplin will also provide for the relocation of an existing driveway and the addition of a second driveway access in consideration for this real estate contract.

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

W I T N E S S E T H :

1. SALE AND PURCHASE.

1.1 City's Property

For and in consideration of the mutual obligations of the parties hereto, City agrees to sell, and Tri-State agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE E-1/2 OF THE NW-1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID E-1/2 OF THE NW-1/4;
THENCE S 01°52'12"W ALONG THE EAST LINE OF SAID E-1/2 OF THE NW-1/4, 2046.76 FEET TO THE POINT OF BEGINNING ON THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE CONTINUING S 01°52'12"W ALONG SAID EAST LINE OF SAID E-1/2 OF THE NW-1/4, 576.10 FEET TO THENCE SOUTHEAST CORNER THEREOF;
THENCE N 87°55'58"W ALONG THE SOUTH LINE OF SAID 1/4, 265.77 FEET TO THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE N 26°40'02"E ALONG SAID NEW EAST RIGHT-OF-WAY LINE 633.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.76 ACRES (76,554.2 SQUARE FEET), MORE OR LESS

1.2 Tri State Investment Company Property

For and in consideration of the mutual obligations of the parties hereto, Tri-State agrees to sell, and City agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:
A tract of land in the E-1/2 of the NW-1/4 of Section 33, Township 28 North, Range 33 West of the Fifth Principal Base and Meridian in Jasper County, Missouri, being more fully described as follows:

Commencing at the northwest corner of said E-1/2 of the NW-1/4;
thence S 01°52'12"W along the west line thereof, 198.09 feet to the northwest corner of the parent tract;
thence S 84°28'35"E along the north line of the parent tract, 234.98 feet to the Point Of Beginning;
thence S 84°28'35"E along the north line of the parent tract, 97.44 feet;
thence S 75°51'35"E along the north line of the parent tract, 200.69 feet;
thence S 42°12'47"W, 522.71 feet;
thence S 33°00'46"W, 185.68 feet;
thence southerly along a non-tangent curve to the left having a radius of 937.62 feet and a central angle of 11°18'16", an arc distance of 184.99 feet (chord = S 07°35'58"W, 184.69 feet);

thence S 01°52'07"W on a tangent line, 651.44 feet;
thence along a tangent curve to the right having a radius of 755.00 feet and a central angle of 24°48'00", an arc distance of 335.45 feet (chord = S 14°16'02"W, 332.84 feet);
thence S 26°40'02"W, 8.40 feet to a point on the west line of said E-1/2 of the NW-1/4;
thence N 01°52'02"E along said west line, 108.60 feet to the existing easterly right-of-way line of Schifferdecker Avenue;
thence northerly along said right-of-way on a non-tangent curve to the left having a radius of 735.00 feet and a central angle of 17°45'10", an arc distance of 227.74 feet (chord = N 10°44'37"E, 226.83 feet);
thence N 01°52'02"E along said right-of-way on a tangent line, 343.18 feet;
thence N 01°52'12"E along said right-of-way, 836.25 feet;
thence northeasterly along a non-tangent curve to the right having a radius of 1100.00 feet and a central angle of 17°12'57", an arc distance of 330.52 feet (chord = N 39°09'46"E, 329.28 feet) to the Point Of Beginning.
Containing 4.29 acres (186,938 square feet), more or less.

Basis of Bearings: Missouri State Plane Coordinate System, West Zone.

and

A TRACT OF LAND IN THE NE–1/4 NW–1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE–1/4 OF THE NW–1/4 OF SAID SECTION 33;
THENCE S 01°52'12"W ALONG THE WEST LINE THEREOF, 198.09 FEET;
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THENCE S 01°52'12"W ALONG SAID OLD EAST RIGHT–OF–WAY, 274.70 FEET TO A POINT ON THE NEW WEST RIGHT–OF–WAY LINE OF SCHIFFERDECKER ROAD;
THENCE NORTHEASTERLY ALONG SAID NEW WEST RIGHT–OF–WAY ON A CURVE TO THE RIGHT (CONCAVE TO THE EAST) HAVING A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 17°12'57", AN ARC DISTANCE OF 330.52 FEET (CHORD = N 39°09'46"E, 329.28 FEET);
THENCE LEAVING SAID NEW WEST RIGHT–OF–WAY ON A BEARING OF N 84°28'35"W, 199.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.57 ACRE (24,679 SQUARE FEET), MORE OR LESS.

2. PURCHASE PRICE. City and Tri-State acknowledge and agree that the purchase price to be paid by both parties is Zero Dollars ($0.00). The consideration for the mutual obligations of the parties hereto is, the other party's in-kind transfer of property described herein in addition, the City of Joplin will also provide for the relocation of an existing driveway being approximately 40' in width and the addition of a second 40' wide driveway access on the Tri-State Investment Company property as indicated on the attached drawing. The estimated value of the work to be performed by the City is $13,700. The appraised value of the right of way and easements to be acquired from Tri-State Investment Company is $13,700. Right of entry will be granted by Tri-State Investment for the purpose of constructing the described driveways.

The city also agrees to relocate, as necessary, any existing private utility line and/or connection that currently exists to the Tri-State Investment property.

3. CONVEYANCE FORM. Each party shall convey said tracts of real estate to the other party by Quit Claim Deed.

4. EXCEPTIONS. All real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If both titles are deemed good, the closing of this contract shall take place at City Hall, 602 S. Main St., Joplin, Missouri on or before October 21, 2016, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done.

6. POSSESSION. Each party shall deliver possession to the other party at the closing of this contract.

7. CONDITION OF PROPERTY. Each party agrees that it has inspected and carefully examined the improvements located on the real estate it is receiving and takes the real estate and improvements located thereon "AS IS", and each party agrees that neither the transferring party nor any person on the transferring party's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. Each party agrees that all improvements now on the above-described real estate parcels shall be delivered to the receiving party at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the transferring party shall forthwith give the receiving party written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) City covenants and represents to Tri-State Investment Company, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Tri-State Investment Company covenants, represents, and warrants to City, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

3. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

10. RIGHT OF ENTRY. Each party acknowledges and agrees that prior to the Closing Date, with reasonable notice to the other party, each party hereby authorizes the other party, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS. Tri-State Investment Company hereby agrees to hold City harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Tri-State Investment Company's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Tri-State Investment Company, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Tri-State Investment Company's breach.

11. Hold Harmless, City of Joplin, Missouri agrees to hold Tri-State Investment to harmless in same manner as (11.) A.B. Cook Sept 5 2014

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, City shall do the following:

1. Duly execute, acknowledge and deliver to Tri-State Investment Company, a Quit Claim Deed conveying the Property to Tri-State Investment Company, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by the City for closing.

b) At closing, Tri-State Investment Company shall do the following:

1. Duly execute, acknowledge and deliver to City, a Quit Claim Deed conveying the Property to City, free and clear of all liens, claims, pledges and encumbrances.

2. Execute and provide at closing, all documents reasonably required by Tri-State for closing.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri. Venue for any dispute shall lie exclusively in the Circuit Court of Jasper County, Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. Each party shall provide the other party full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises to be transferred to the other party.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon City obtaining approval of this contract by its City Council, which City shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. No earnest money is required by this real estate contract.

21. REALTOR OR BROKER. Neither party has used a realtor or broker and no fee of any kind is owed.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a Missouri Municipal Corporation

By_____
Samuel L. Anselm, City Manager

Attest:

By_____
Barbara Hogelin, City Clerk

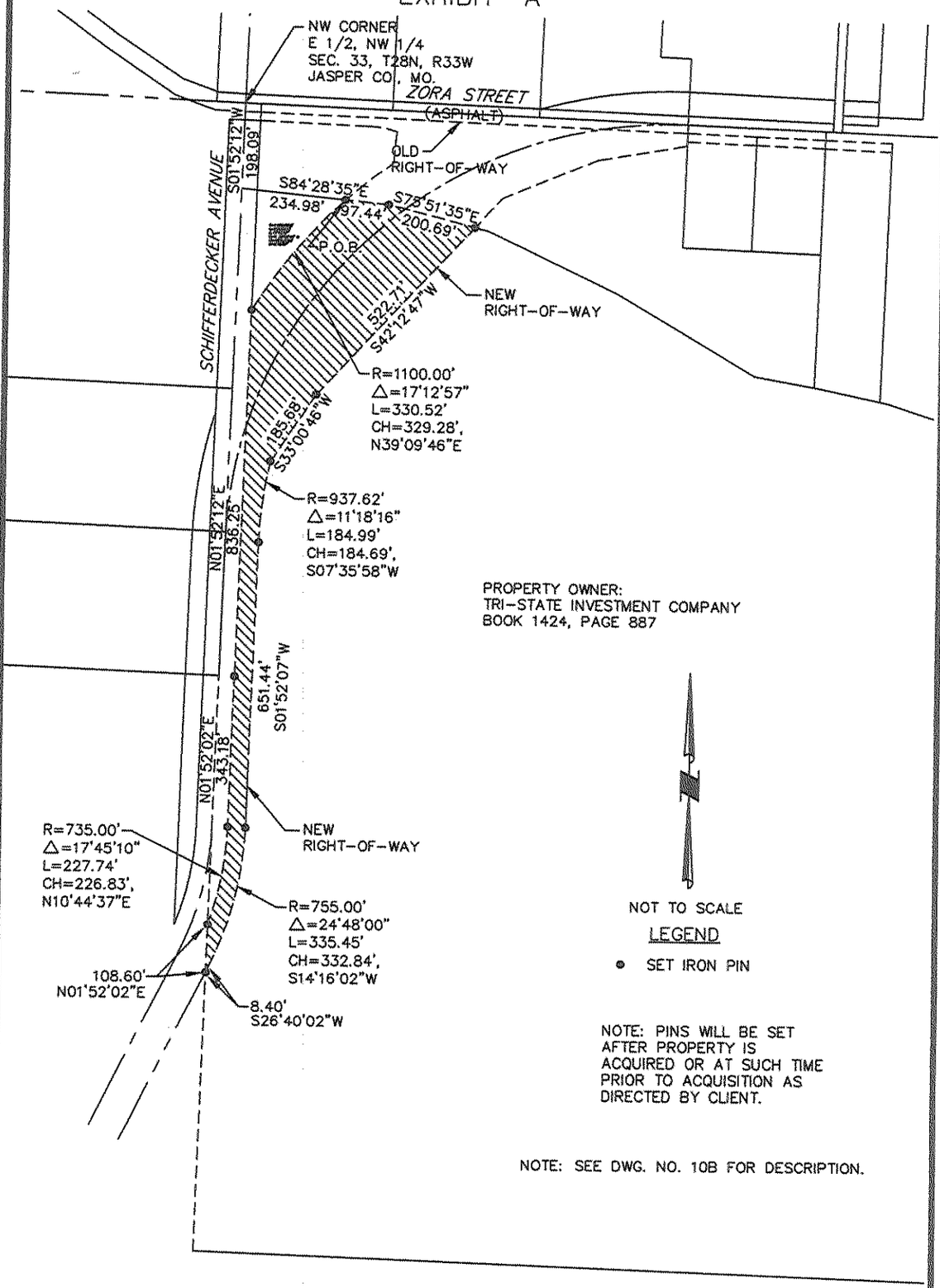
Tri-State Investment Company, a Missouri Corporation

By Charles B Cook pres Oct 5 2016
Charles Cook

Approved as to Form:

By_____
Peter C. Edwards, City Attorney

SCHIFFERDECKER & ZORA
RIGHT-OF-WAY ACQUISITION
EXHIBIT "A"



NOTE: PINS WILL BE SET AFTER PROPERTY IS ACQUIRED OR AT SUCH TIME PRIOR TO ACQUISITION AS DIRECTED BY CLIENT.

NOTE: SEE DWG. NO. 10B FOR DESCRIPTION.

REVISED: 10/20/2015
DATE: 1/3/2014

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

EXHIBIT "A"
ZORA RIGHT-OF-WAY ACQUISITION

AM
ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET
JOPLIN, MISSOURI 64804
(417) 680-7200

DWG. NO.
10A

QUIT-CLAIM DEED

THIS INDENTURE, made and entered into this _____ day of _____, 2016, by and between, the **City of Joplin, a Municipal Corporation,** of the County of Jasper, State of Missouri, hereinafter referred to as **Grantor,** and **Tri State Investment Company Inc., A Missouri Corporation,** of the State of Missouri, **Grantee.**

Grantee Mailing Address: 7832 S. Granite Avenue, Tulsa OK 74136

WITNESSETH: That said Grantor for and in consideration of the sum of Ten Dollars ($10..00) and other good and valuable considerations paid by the Grantee, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Grantee the following described Real Estate, situated in the County of Jasper, State of Missouri, more particularly described as follows:

Exhibit A

Drawing No. 2

TO HAVE AND TO HOLD THE SAME, together with all rights, immunities, privileges and appurtenances to the same belonging, unto Grantee and unto their heirs and assigns forever; so that neither Grantor nor their successors nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title of the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, City of Joplin, a Municipal Corporation, of the County of Jasper, in the State of Missouri, has caused these presents to be signed by a duly authorized signatory for and on behalf of the Grantor on this the _____ day of _____, 2016.

_____

Samuel L. Anselm, City Manager
City of Joplin

STATE OF MISSOURI)
)ss
COUNTY OF JASPER)

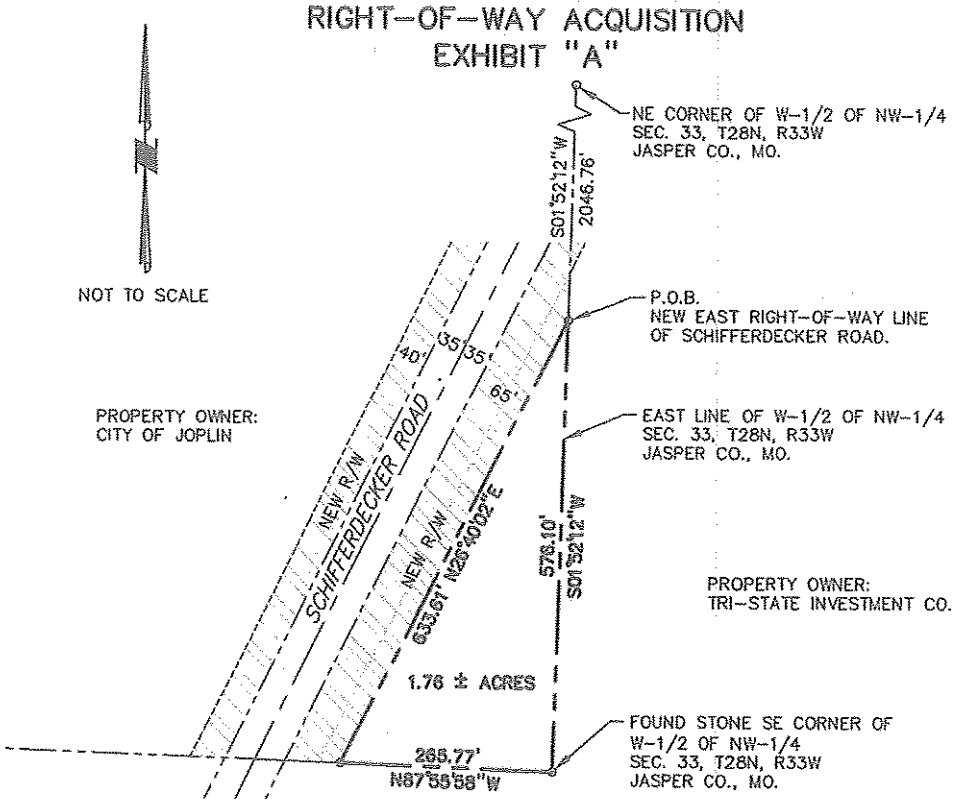
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

My term expires _____, 20__.

_____

Notary Public

SCHIFFERDECKER & ZORA
RIGHT-OF-WAY ACQUISITION
EXHIBIT "A"



PROPERTY OWNER: CITY OF JOPLIN

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE W-1/2 OF THE NW-1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID W-1/2 OF THE NW-1/4; THENCE S 01°52'12"W ALONG THE EAST LINE OF SAID W-1/2 OF THE NW-1/4, 2046.76 FEET TO THE POINT OF BEGINNING ON THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE CONTINUING S 01°52'12"W ALONG SAID EAST LINE OF SAID W-1/2 OF THE NW-1/4, 576.10 FEET TO THENCE SOUTHEAST CORNER THEREOF;
THENCE N 87°55'58"W ALONG THE SOUTH LINE OF SAID 1/4, 265.77 FEET TO THE NEW EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE N 26°40'02"E ALONG SAID NEW EAST RIGHT-OF-WAY LINE 633.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.76 ACRES (76,554.2 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT THIS EXHIBIT WAS PREPARED UNDER MY DIRECT SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, CONDITIONS ARE AS SHOWN. PREPARED FROM INSTRUMENTS OF RECORD, NOT A BOUNDARY SURVEY.

ALLGEIER, MARTIN and ASSOCIATES
BY H. ANDREW SOUTH (AGENT)

SIGNATURE IN BLUE INK
SEAL IN RED INK

H. ANDREW SOUTH
MISSOURI L.S. #2006000160

DATE: 8/26/2016

THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.

EXHIBIT "A"
ZORA RIGHT-OF-WAY ACQUISITION

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET
JOPLIN, MISSOURI 64804
(417) 680-7200

DWG. NO. 2

RIGHT OF WAY CONVEYANCE
FOR STREET PURPOSES

THIS INDENTURE, made this _____day of _____, 2016, by and between **Tri State Investment Company Inc., A Missouri Corporation** party of the first part (GRANTOR), and **CITY OF JOPLIN**, a Municipal Corporation, of the County of Jasper, in the State of Missouri, party of the second part (GRANTEE).

Mailing Address of Grantee: 602 S. Main Street, Joplin, Missouri 64801

WITNESSETH, that the said party of the first part in consideration of the sum of TEN DOLLARS and 00/100 ($10.00) and other good and valuable consideration, to them paid by said party of the second part, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN, and SELL, CONVEY and CONFIRM unto the said party of the second part, its successors and assigns, the following described real estate and interests in real estate, in the County of Jasper, State of Missouri, to-wit:

Exhibit A
Drawing 1

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a city street according to the plans of the CITY OF JOPLIN or for the purposes above set out, together with all and singular the rights, privileges, appurtenances, and immunities thereto belonging, or in anywise appertaining, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, the said party of the first part has executed the above day and year first above written.

_____ _____

Charles B. Cook, President

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

ACKNOWLEDGEMENT BY CORPORATION

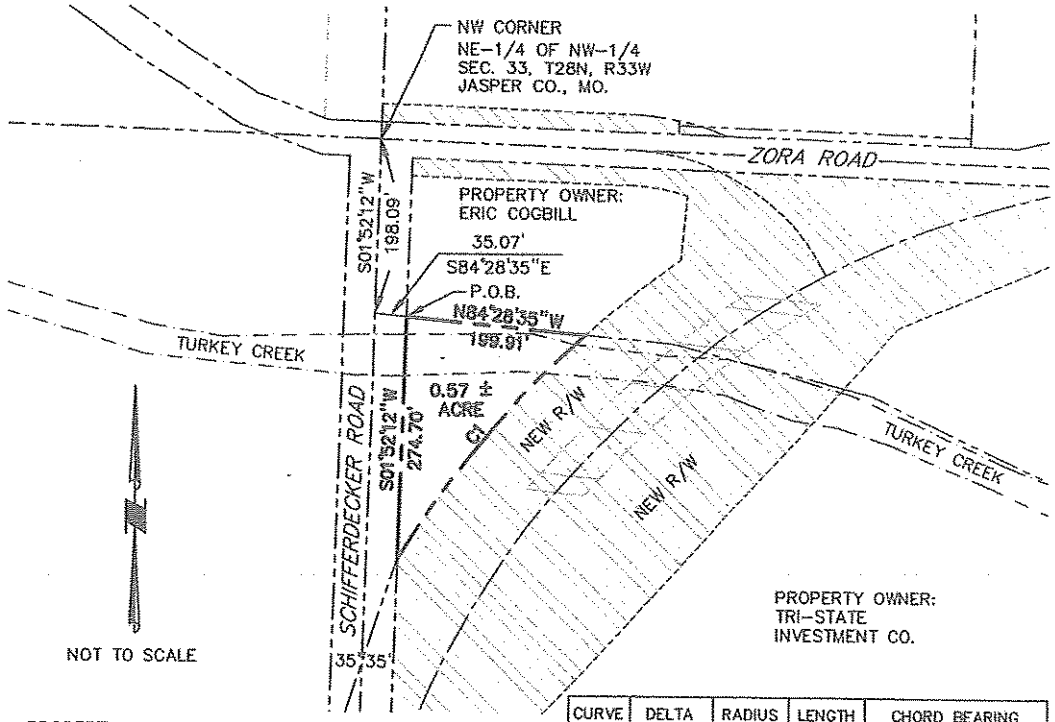
On this_____ ____day of_____, 2016, before me personally appeared **Charles B. Cook,** to me personally known, who being by me duly sworn, did say that he is the President of said corporation, and that said instrument was signed and sealed in behalf of said corporation for the consideration stated therein and no other, and said **Charles B. Cook** acknowledged said instrument to be free the act and deed of said corporation.

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

My term expires _____, 20_____.

_____
Notary Public

SCHIFFERDECKER & ZORA
RIGHT-OF-WAY ACQUISITION
EXHIBIT "A"



CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	17°12'57"	1100.00'	330.52'	329.28', N39°09'46"E

PROPERTY OWNER: TRI-STATE INVESTMENT CO.

PROPERTY DESCRIPTION:

A TRACT OF LAND IN THE NE-1/4 NW-1/4 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 33 WEST OF THE FIFTH PRINCIPAL BASE AND MERIDIAN IN JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE-1/4 OF THE NW-1/4 OF SAID SECTION 33;
THENCE S 01°52'12"W ALONG THE WEST LINE THEREOF, 198.09 FEET;
THENCE S 84°28'35"E, 35.07 FEET TO THE OLD EAST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD AND THE POINT OF BEGINNING;
THENCE S 01°52'12"W ALONG SAID OLD EAST RIGHT-OF-WAY, 274.70 FEET TO A POINT ON THE NEW WEST RIGHT-OF-WAY LINE OF SCHIFFERDECKER ROAD;
THENCE NORTHEASTERLY ALONG SAID NEW WEST RIGHT-OF-WAY ON A CURVE TO THE RIGHT (CONCAVE TO THE EAST) HAVING A RADIUS OF 1100.00 FEET AND A CENTRAL ANGLE OF 17°12'57", AN ARC DISTANCE OF 330.52 FEET (CHORD = N 39°09'46"E, 329.28 FEET);
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CONTAINING 0.57 ACRE (24,679 SQUARE FEET), MORE OR LESS.

BASIS OF BEARINGS: MISSOURI STATE PLANE COORDINATE SYSTEM, WEST ZONE.

SURVEYOR'S DECLARATION:

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ALLGEIER, MARTIN and ASSOCIATES
BY H. ANDREW SOUTH (AGENT)
SIGNATURE IN BLUE INK
SEAL IN RED INK

H. ANDREW SOUTH
MISSOURI LS #2006000180

DATE: 8/26/2016

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ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS
7231 EAST 24TH STREET
JOPLIN, MISSOURI 64804
(417) 680-7200

DWG. NO. 1


N PEACH CHURCH AVE
N QUAIL RIDGE RD
N RED FOX RD
W ZORA ST
Tri State Property Deeded to City for R/W
City Property Deeded to Tri State
N STONECREST LN
N SCHIFFERDECKER AVE
N

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016
Council Bill No. 2016-151

Item: Agreement with George Butler Associates Inc. and Palmerton Parrish Team for Engineering Services for the Widening of Connecticut Ave South of I-44 to 44th Street and 44th Street from Connecticut to Range Line Road

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Originating Department: Public Works – Engineering

Attachments: 1) Agreement - Work Authorization
2) Location Map
2) Council Bill No. 2016-151

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

Recommended Action: Approval of Engineering Services Agreement with George Butler Associates Inc. and Palmerton Parrish Team for the not to exceed amount of $743,398.00 for engineering services for the widening of Connecticut Ave south of I-44 to 44th Street and 44th Street from Connecticut Avenue to Range Line Road.

Background: The City of Joplin has identified a number of major transportation improvement needs throughout the community. On August 5, 2014, voters approved the renewal of a 10 year, 3/8 cent Capital Improvement Sales Tax. The Capital Improvement Sales Tax program includes 14 specific projects. Two of the transportation projects included in the program are the widening of 44th Street, from Connecticut Avenue east to Range Line Road, and the widening of a part of Connecticut Avenue from 32nd Street south to 44th Street. This project includes the portion of Connecticut Avenue south of I-44 to 44th Street.

Discussion: After having had the opportunity to meet with the property owners along 44th Street, nearly all of the necessary easement and right of way for the project has been donated. The project scope is to widen to five lanes with bike lanes and pedestrian facilities on each side of the roadway. Property owners are committed to this provided that this would be the first widening project completed. The construction is scheduled for the summer of 2019. Consultant

selection was made through the qualification based selection process. A request for proposal was advertised on July 21, 2016 with 11 firms submitting proposals. George Butler & Associates Inc. and Palmerton Parrish Team was selected for the widening phase of the project.

Recommendation: Staff recommends Approval of Engineering Services Agreement with George Butler Associates Inc. and Palmerton Parrish Team for the not to exceed amount of $743,398.00 for Engineering Services for the widening of Connecticut Ave from I-44 to 44th Street and 44th Street from Connecticut to Range Line Road be approved on an emergency basis per Section 2.12 (6) of the Joplin City Charter.

COUNCIL BILL NO. 2016-151 ORDINANCE NO.

AN ORDINANCE approving a Work Authorization for George Butler Associates Inc. and Palmerton Parrish Team the not to exceed amount of Seven Hundred Forty Three Thousand Three Hundred Ninety Eight and No/100 Dollars ($743,398.00) for Professional Engineering Services for the widening of Connecticut Ave I-44 to 44th Street and 44th Street from Connecticut to Range Line Road and containing an emergency clause.

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

Section 1. Approval of Work Authorization for George Butler Associates Inc. and Palmerton Parrish Team in the not to exceed amount of Seven Hundred Forty Three Thousand Three Hundred Ninety Eight and No/100 Dollars ($743,398.00) for Professional Engineering Services in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, said contractor shall be paid from the CIST Fund.

Section 3. That the Director of Public Works is hereby authorized to execute a Work Authorization on behalf of the City of Joplin with George Butler Associates Inc. and Palmerton Parrish Team.

Section 4. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves design to begin immediately in the optimal time during the calendar year, and appropriations for this contract have been approved by the 2016-2017 budget.

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

_____, 2016 by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, Kansas 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20___, by the parties identified above.

WITNESSETH:

THAT, WHEREAS, the City of Joplin desires to engage the Engineer to render certain technical and professional services in connection with a projects identified on future Work Authorizations to this Agreement;

WHEREAS, the Engineer made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal; and

WHEREAS, the Engineer represents Engineer is licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors to perform the services designated under this contract, and further represents that all survey services shall be done under the direction of a Land Surveyor licensed by the Missouri Board for Architects, Professional Engineers, and Land Surveyors;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Engineer as follows:

1. **Services.** The City agrees to engage the services of the Engineer and the Engineer agrees, upon receipt of each duly executed Work Authorization, to perform the services described in the Work Authorization. The services of the Engineer shall commence as soon as practicable after the execution of a Work Authorization, 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. The Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the Engineer under this Agreement. Approval by the City and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the City or other agencies but not to the Engineer.

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

3. **Payment.** The City, pursuant to each fully executed Work Authorization, shall pay Engineer the consideration set forth in the Work Authorization, which shall constitute complete payment for the services furnished in connection with the work required to be performed under the Work Authorization.

4. **Exchange of Data**. All information, data, and reports as are in the City's possession and necessary for the carrying out of the work, shall be furnished to the Engineer without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel**. The Engineer represents that Engineer will secure at Engineer's own expense, all personnel required to perform the services called for under this contract by Engineer. Such personnel shall not be employees of or have any contractual relationship

with the City except as employees of the Engineer. All of the services required hereunder will be performed by the Engineer or under Engineer's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

6. **Termination of Contract.**

a. Termination for breach. Failure of the Engineer to fulfill Engineer's obligations under this contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Engineer by one of three different means: Facsimile Transmission ("FAX") if Engineer has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Engineer; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Engineer or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Engineer.

b. Right to terminate in the absence of breach. Either party may terminate this contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Engineer under this contract shall at the option of the City become its property, and the Engineer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. **Conflicts**. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Engineer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Engineer further covenants that in the performance of this contract no person having such interest shall be employed.

8. **Assignment**. The Engineer 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 Engineer 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. 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, though City will attempt to so notify any such assignee.

9. **Confidentiality of Documents**. Any reports, data, design or similar information given to or prepared or assembled by the Engineer under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Engineer without prior written approval of the City.

10. **Discrimination.** The Engineer 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, or political opinion or affiliation, against any employee of Engineer or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

11. **Occupational License**: The Engineer 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 Engineer. No contract will be executed by the City until this occupational license has been obtained and that the Engineer is current on any City taxes is verified.

12. **Compliance with Laws**. Engineer agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Engineer affirmatively states that payment of all local, state, and federal taxes and assessments owed by Engineer is current.

13. **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 Engineer is associated with a business entity, Engineer 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, Engineer must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

14. **Nonresident/Foreign Contractors**. The Engineer shall procure and maintain during the life of this contract:

a. If the Engineer 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 351.572 RSMo.

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.

15. **General Independent Contractor Clause**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Engineer 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 Engineer will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Engineer's activities and responsibilities hereunder. The Engineer 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 Engineer and the City, and the City will not be liable for any obligation incurred by the Engineer, including but not limited to unpaid minimum wages and/or overtime premiums.

16. **City Benefits**. The Engineer 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.

17. **Liability and Indemnity**. The parties mutually agree to the following:

a. The Engineer shall defend, indemnify, and hold the City harmless from and against all damages, losses, liabilities, expenses, and costs with respect to all claims, including, but not limited to, claims for personal injuries, wrongful death, and damages to property, which may be asserted against the City by any person or entity as the result of Engineer's (or any of Engineer's subcontractors) negligent acts, errors, or omissions in the course of the performance of this contract, provided that the Engineer is not obligated to indemnify or hold harmless the City from the City's own negligence or wrong doing.

b. The Engineer shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

c. In no event shall the City be liable to the Engineer 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.

18. **Ownership of Documents**. All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Engineer until such time as this Agreement is, for any reason, terminated, at which time they become the property of the City. The Engineer shall furnish to the City, one set of reproducible record Mylars of drawings, AutoCAD files and copies of estimates, specifications, written reports, and written design criteria, in consideration of which the City will use them fully in connection with the project and will not sell them.

19. **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 Engineer at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third 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.

20. **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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

21. **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.

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:

George Butler Associates, Inc.

By: Clarence D. Munsch

Printed Name: Clarence D. Munsch

Title: Vice-President

Date: October 14, 2016

CITY OF JOPLIN, MISSOURI

By: _____

Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: George Butler Associates, Inc. Address: 9801 Renner Boulevard Lenexa, Kansas 66219-9745	
Attention:		Attention: Clarence D. Munsch	
Department:		Phone: 913-577-8320	Fax: 913-577-8380
Phone:	Fax:		

WORK AUTHORIZATION NUMBER GBA - CIST - TCO607 and Partial TCO607
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 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 of 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 keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

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

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number ___ exceed the sum of Seven hundred forty-three thousand three hundred ninety eight Dollars ($ 743,398.00).

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 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

limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

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

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

As of January 1, 2016, the minimum coverage for the insurance referred to herein shall be as set out below:

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

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

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

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

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

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

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: George Butler Associates, Inc.

By: Clarence D Munsch

Printed Name: Clarence D Munsch

Title: Vice-President

Date: October 14, 2016

CITY OF JOPLIN, MISSOURI

By:

Nicholas A. Heatherly, P.E.
Public Works Director

Date:

TERMS OF SERVICE

The approximate general project schedule is as follows:

Notice to Proceed – Design	December 2016
Conceptual Plan Submittal	March 2017
Preliminary Plan Submittal	July 2017
Right-of-Way Plan Submittal	September 2017
Final PS&E Submittal	June 2018
Project Advertise	October 2018
Project Letting	November 2018
Notice to Proceed – Construction	Spring 2019

Specific submittal dates to be determined.

This schedule allows for 2 weeks of review by the City at each submittal.

Advertisement, letting and construction dates are estimated and may be adjusted dependent on right-of-way and utility clearances.

Project Name/Description 44th St/Connecticut Ave Widening
Consultant George Butler Associates, Inc.

Engineering Services Agreement

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES *All deliverables referred to in the agreement shall also be provided in an electronic format to be specified by the City.*

A1.01 *Conceptual Phase*

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

   If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions. Options will be discussed and agreed to by Engineer at scoping meeting.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a conceptual report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and

Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~

~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~

12. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

13. Perform or provide the following other Study and Report Phase tasks or deliverables:

14. Furnish 6 review copies of the Report and any other Study and Report Phase deliverables to Owner by the due date and review by phone or in person with Owner.

15. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish 6 copies of the revised Report and any other Study and Report Phase deliverables to the Owner by the agreed upon due date.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

C. Billing/Payment Processing Options

1. Request for payment may be submitted at appropriate intervals during the contract. Application for payment must include a detailed breakdown of deliverables completed as well as specific tasks or percentages of specific tasks completed. Payment schedule will be at the approval of the city.

2. Deliverables option as determined by engineering staff on a project by project basis. Example: 30 percent – Preliminary plans, 60 percent Right of Way plans, 90 percent Final plans and bid documents, 100 percent project completion.

A1.02 Preliminary Design Phase - (30 percent plans)

A. Proceed with Preliminary Design Phase after the completion of the Conceptual phase which includes: Acceptance by Owner of the Conceptual Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, and Indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner.

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. Include on plans, property lines, structure locations, ownership names and contact information.

3. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Conceptual Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

4. Provide necessary field surveys, topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities as defined by Section A1.03 "Utility Requirements" and Section A1.04 "Survey Services"

5. Visit the Site as needed to prepare the Preliminary Design Phase documents.

6. Advise Owner if additional reports, data, information, or services of the types described are necessary and assist Owner in obtaining such reports, data, information, or services.

7. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

8. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

9. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents or content for Engineer

to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

~~10. Development communication plan for project: considering the use of door-hangers, letters, public meetings, changeable message boards.~~

11. Furnish 6 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

12. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables by the specified due date.

13. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Utility Requirements*

A. Make notification to utilities during conceptual phase of preliminary design process. Communication to be made in a specific, documented format. (As detailed in item D).

B. Based on specific utility feedback, and field observation, identify potential high expense utility relocation issues.

C. Prepare and present plan for city review, detailing significant utility conflicts, proposed pothole locations, and associated costs for verifying existing utilities. Potholing process to include horizontal and vertical alignment and depth details. Details will be included in 30 percent plan completion, final right of way plans, and final construction plans. Necessary corrective action to address incomplete or inaccurate details may be subject to errors and omissions insurance claim.

D. Submit utility report at 30 percent submittal and close out of project. Utility report to include representatives contacted, meeting dates, and a summary of discussions, requests, observations and/or concerns. (See City of Joplin utility notification form)

A1.04 Surveying Services – General

A. Control Survey

All horizontal control for the project will be based on the Missouri State Plane Coordinate System of 1983, West Zone.
All vertical control for the project will be based on the North American Vertical Datum of 1988 (NAVD 88) provided by NOAA's National Geodetic Survey (NGS).

Control points and temporary bench marks will be set inter-visible and in strategic locations along the project route so as to be conveniently used during all phases of the project, including construction.

B. Engineering Survey
Provide topographic engineering survey for the length of the project to facilitate design. Provide a survey of all existing surface and sub-surface utilities in the project corridor.

C. Property Boundary Survey/Right-of-way Survey/Easements
Provide a boundary survey or surveys to locate the existing Right-of-Way/Easements for the length of the project, the adjacent property lines of the parcels along the project, and all existing easements of record encumbering each property that will affect the project. Consultant will be responsible for ordering title work for each parcel along the project route and procuring existing right-of-way documents and/or right-of-way plans.

D. Right-of-way and Easement Description Preparation
Upon final approval of the Right-of-Way/Project Plans consultant will provide descriptions and exhibit drawings for all property right acquisitions including, but not limited to: right-of-way takings, permanent easements and temporary easements.

E. Right-of-way and Easement Staking

During the property negotiation phase of the project it may be necessary to stake the proposed right-of-way and/or easement locations to assist the right-of-way agent. Upon request, the consultant will temporarily stake the proposed right-of-way/easement locations with wooden lathe to allow the property owner to visually inspect the location of such.

Pre-Construction Phase – On projects that will require the relocation of existing utilities prior to the award of the construction contract the consultant shall temporarily stake the location of the Right-of-Way and/or easements at points predetermined by Owner. This service will be provided one (1) time as a part of the contract. Any additional staking, if required by utility contractors due to the destruction of the temporary stakes, will be done at the advertised hourly rate and billed back to the utility contractor who is found to be responsible for removing the original stakes.

F. Existing United States Public Land Survey System Corners

All existing USPLSS corners that may/will be removed or altered as a result of this project must be referenced and re-established according to 20 CSR 2030-17.020 and 20 CSR 2030-17.030.

G. Survey Records

Consultant shall provide to Owner originals or copies of all survey records relevant to the project. These records shall include, but are not limited to: survey notes, research records, computations, calculations and drawings.

H. Other Services

Services not covered by A through F that are determined in the scoping meeting to be necessary for completion of the project.

A1.05 Right of Way Plan Phase – 60 percent plans

A. Determine parcels and parcel ownership information to be included on right of way plans.

B. Determine parcel size.

C. Prepare R.O.W. plan tabulation sheet.

D. Prepare R.O.W. plan sheets showing easement and right of way takings.

E. Furnish 6 review copies of the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables to Owner by established due date, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items.

F. Revise the Right of Way Plan Phase documents, opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 6 copies of the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other deliverables by the specified due date.

G. Engineer's services under the Right of Way Plan Phase will be considered complete on the date when Engineer has delivered to Owner the revised Right of Way Plan Phase documents, revised opinion of probable Right of Way Cost, and any other Right of Way Plan Phase deliverables.

A1.06 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and/or any other Right of Way plan documents, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Contract shall include contractor provided changeable message signs to communication construction information.

10. Furnish for review by Owner, its legal counsel, and other advisors, 6 copies of the final drawings and Specifications, assembled drafts of other construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other final design Phase deliverables, by the established due date, with the Final Design Phase, and review them with Owner. Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for

proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts.

A1.07 Bidding Phase

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Advertise for and obtain bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals with prospective contractors.

4. If Federal funding is involved, set up prequalification's for contractor. This includes researching all applicable debarment & qualified contractor's lists & providing this documentation in the project file

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids, assembling final contracts for the Work for

execution by Owner and Contractor, and in issuing notices of award of such contracts.

B. The Bidding Phase will be considered complete upon commencement of the Construction Phase.

~~*A1.08 Construction Phase*~~

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned below. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer (unless provided by the city), and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* Consultant shall follow City of Joplin protocols shown below.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

   a) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

   b) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with

the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

    a) Identify discrepancy
    b) Contractor submits pricing
    c) Cost analysis by Project Manager
    d) Submit Conceptual Plan to MoDOT and FHWA, if applicable
    e) Receive conceptual approval from both agencies and give contract Notice to Proceed
    f) Change in work complete, submit official change Order with Justification and copy of conceptual to MoDOT and FHWA if applicable (justification provided by City Project Manager)
    g) After signatures on Change order are complete, notify the contractor.

15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

18. *Inspections and Tests:*

a) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

b) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

c) Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

19. *Change Proposals and Claims:*

a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

20. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b) By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement.

21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form of the acceptance identified in MoDOT's LPA Manual, that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract, then Construction Phase services may be rendered

at different times in respect to the separate contracts. Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for

completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.09 Post-Construction Phase

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Full payment of the final invoice will not be considered until the consultant has electronically furnished the following documents:

a) The city's semi-final inspection letter stating the date of semi-final inspection and listing those who were present.
b) The city's final acceptance letter showing the number of working days or calendar days charged, completion date and the amount of liquidated damages, if any.
c) A final list of acceptance testers used on the project and a certification stating:

"The results of the tests or acceptance samples indicate that material incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of independent assurance sampling and testing." Any deviations from the specifications must be explained along with the reason for acceptance.

"All field tests were performed in conformity with the governing specifications and the results were in reasonably close conformity with the specifications." Explain any deviations and why the work was accepted.

"The project was constructed substantially in conformity with the plans and specifications for the project."

d) Contractor certification and city recommendation:

Showing the final DBE participation on the project including the DBEs used, the type of work performed, and the dollar amount paid to each DBE.

The city's recommendation regarding the contractor's fulfillment of the DBE requirements. The consultant shall also provide written documentation from each DBE that they were paid in full for the work identified in the Contractor DBE Certification. Examples of documentation from DBEs may include a letter, e-mail, lien waiver or copies of reimbursement checks. If DBE goals were not met, include documentation as to why.

e) Final Invoice

f) Final Detailed Estimate of Quantities

g) Contractor's Affidavit Regarding Settlement of Claims

h) Final Change Order (if needed)

i) Affidavit (Compliance with Prevailing Wage Law)

j) These documents are to be received within 60 days of the Final Inspection date. Final Reimbursement will be processed once all close out documentation has been reviewed and accepted.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Undertaking investigations and studies including, but not limited to:

a. Detailed consideration of operations, maintenance, and overhead expenses.

44th St. / Connecticut Ave.
Scope and Fee for Engineering Services

CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
TASK 1: DATA COLLECTION/SURVEYING																	
Office/Survey Crew Coordination										8	8				16		$1,984.00
Survey Information Gathering (Plat/Title Work/Surveys/Plans)										8	4				12	$50.00	$1,562.00
Recon/Recover/Establish Horizontal and Vertical Control										2		28	28		58	$875.00	$5,699.00
Recover Section Corners and Existing R/W Monumentation										24		28	28		80	$1,200.00	$8,884.00
Unmanned Aerial Vehicle Survey- Hard Surfaces and Pre-Design Video							16			2					18	$412.00	$2,704.00
Topographical Survey of Critical Elements										2		60	60		122	$1,875.00	$11,915.00
H&H Survey Stream Locates (6 Stream Cross-sections)										1		8	8		17	$194.00	$1,628.00
Locate Utilities in Field (Horizontal location only)										1		48	48		97	$1,500.00	$9,454.00
Base Map of Existing Features										4	80				84		$9,960.00
Property Map (31 properties) (31*$225 per title)										4	62				66	$6,975.00	$14,811.00
Soil Boring Locates										4		16	16		36	$500.00	$3,628.00
Soil Investigations (includes coordination with Palmerton & Parrish)		8								8					16		$2,792.00
Complete and File Section Corner Reports									24	2					26		$2,084.00
TASK 1 SUBTOTAL	**0**	**8**	**0**	**0**	**0**	**0**	**16**	**0**	**24**	**70**	**154**	**188**	**188**	**0**	**648**	**$13,581.00**	**$77,105.00**
TASK 2: CONCEPTUAL PLAN																	
Administration (Coordinate Design/Internal Progress Mtgs/Invoices)		48												6	54		$11,040.00
Progress Meetings with City of Joplin (2 via video conference)		2	2	2	2	2									10	$162.00	$1,562.00
Design Field Visit		8	8	8	8	8									40		$5,600.00
Design/Survey Coordination		4		8	2										14		$2,090.00
Connecticut Ave. Bridge Design Coordination w/ HDR		4		8	2										14		$2,090.00
Design Criteria		1		8											9		$1,227.00
Alignment/Profile Alternative Analysis		4		16											20		$2,892.00
Peak Hour Traffic Counts (via MioVision-AM & PM Peak Hours)			2	4											6	$560.00	$1,374.00
44th & Connecticut Roundabout Analysis (AM & PM Peak Hours)			4		8										12		$1,444.00
44th & Rangeline Intersection Analysis (AM & PM Peak Hours)			4		8										12		$1,444.00
44th St. Conceptual Geometric Layout		1		8	8										17		$2,051.00
44th St. Horizontal Alignment		1		8	4										13		$1,639.00
44th St. Vertical Alignment		1		8	4										13		$1,639.00
Connecticut Ave. Conceptual Geometric Layout		1		8	8										17		$2,051.00
Connecticut Ave. Horizontal Alignment		1		8	4										13		$1,639.00
Connecticut Ave. Vertical Alignment		1		8	4										13		$1,639.00
44th/Connecticut Roundabout Conceptual Geometric Layout		1		8	8										17		$2,051.00
44th/Connecticut Roundabout Horizontal Alignment		1		8	4										13		$1,639.00
44th/Connecticut Roundabout Vertical Alignment		1		8	4										13		$1,639.00
44th/Rangeline Intersection Conceptual Geometric Layout		1		8	4										13		$1,639.00
Conceptual Construction Limits (3D Model)		1		16											17		$2,235.00
Typical Sections				2		8									10		$1,028.00
44th St. Plan/Profile Strip Map		1		8	12	24									45		$4,791.00
Connecticut Ave. Plan/Profile Strip Map		1		8	12	24									45		$4,791.00
Pavement Marking Layout			2		4										6		$722.00
Construction Cost Estimate		2	2	8	8	8									28		$3,356.00
Meeting to Review Conceptual Layout with City of Joplin		8	8	8											24	$162.00	$4,162.00
TASK 2 SUBTOTAL	**0**	**94**	**32**	**184**	**118**	**74**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**6**	**508**	**$884.00**	**$69,474.00**

CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
TASK 3: PRELIMINARY PLANS																	
Administration (Coordinate Design/Internal Progress Mtgs/Invoices)		64												8	72		$14,720.00
Progress Meetings with City of Joplin (4 via video conference)		4	4	4	4	4									20		$2,800.00
Design Field Visit		8	8	8	8	8									40	$162.00	$5,762.00
Survey Coordination		4		8	2										14		$2,090.00
Connecticut Ave. Bridge Design Coordination w/ HDR		4		8	2										14		$2,090.00
44th St. Horizontal Alignment		1		8	12										21		$2,463.00
44th St. Vertical Alignment		1		8	12										21		$2,463.00
Connecticut Ave. Horizontal Alignment		1		8	12										21		$2,463.00
Connecticut Ave. Vertical Alignment		1		8	12										21		$2,463.00
44th/Connecticut Roundabout Horizontal Alignment		1		8	12										21		$2,463.00
44th/Connecticut Roundabout Vertical Alignment		1		8	12										21		$2,463.00
Oak Dr. Horizontal Alignment				2	4	8									14		$1,440.00
Oak Dr. Vertical Alignment				2	4	8									14		$1,440.00
Belmont Dr./S. Richard Joseph Blvd. Horizontal Alignment				2	4	8									14		$1,440.00
Belmont Dr./S. Richard Joseph Blvd. Vertical Alignment				2	4	8									14		$1,440.00
Oaklawn Dr. Horizontal Alignment				2	4	8									14		$1,440.00
Oaklawn Dr. Vertical Alignment				2	4	8									14		$1,440.00
Johnson Dr. Horizontal Alignment				2	4	8									14		$1,440.00
Johnson Dr. Vertical Alignment				2	4	8									14		$1,440.00
Richard Joseph Blvd. Horizontal Alignment				2	4	8									14		$1,440.00
Richard Joseph Blvd. Vertical Alignment				2	4	8									14		$1,440.00
Driveway/Entrance Horizontal Alignments				2	8	16									26		$2,628.00
Driveway/Entrance Vertical Alignments				2	8	16									26		$2,628.00
Roadway Geometric Layout		2		12	8										22		$2,774.00
44th/Connecticut Roundabout Geometric Layout		2		8	4										14		$1,858.00
44th/Rangeline Intersection Geometric Layout		1		8	4										13		$1,639.00
Preliminary Ditch Design				4	8	16									28		$2,880.00
Preliminary Storm Sewer Design		2		16	60	60									138		$14,454.00
Preliminary Cross Road Drainage Design		2		8	8	12									30		$3,434.00
Preliminary Construction Phasing		2		4	8	16									30		$3,318.00
Preliminary Construction Limits (3D Model)				40		4									44		$5,428.00
Preliminary Right of Way/Property Owners		2		4	8	16									30		$3,318.00
Pickup Surveys										2	16	24	24		66	$814.00	$6,874.00
Preliminary Plan Set:																	
Title Sheet				2	4	8									14		$1,440.00
Typical Section Sheets				2	8	16									26		$2,628.00
44th St. Plan/Profile Sheets (5 at 50 Scale)		2		10	40	40									92		$9,698.00
Connecticut Ave. Plan/Profile Sheets (2 at 50 Scale)		2		4	16	16									38		$4,142.00
Oak Dr. Plan/Profile Sheet				2	4	4									10		$1,052.00
Belmont Dr./S. Richard Joseph Blvd. Plan/Profile Sheet				2	4	4									10		$1,052.00
Oaklawn Dr. Plan/Profile Sheet				2	4	4									10		$1,052.00
Johnson Dr. Plan/Profile Sheet				2	4	4									10		$1,052.00
Richard Joseph Blvd. Plan/Profile Sheet				2	4	4									10		$1,052.00
Pavement Marking Layout			8		32										40		$4,536.00
Signing Layout			8		32										40		$4,536.00
Signal Modification Plan (44th & Rangeline)			16		24										40		$4,952.00
Street Lighting Layout			8		16										24		$2,888.00

CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
44th St. Cross Section Sheets (50' Interval)		2		8	20	40									70		$7,386.00
Connecticut Ave. Cross Section Sheets (50' Interval)				4	8	16									28		$2,880.00
Construction Cost Estimate		2	2	8	8	16									36		$4,132.00
Client Conformance Review	8	8		8											24		$4,904.00
Preliminary Plans Submittal to City of Joplin for Review		2		2		4									8		$1,078.00
Review Preliminary Plans with City of Joplin		8	8	8											24	$162.00	$4,162.00
Address Preliminary Plan Comments from City of Joplin		2	8	8	8	8									34		$4,286.00
TASK 3 SUBTOTAL	**8**	**131**	**70**	**278**	**488**	**432**	**0**	**0**	**0**	**2**	**16**	**24**	**24**	**8**	**1,481**	**$1,138.00**	**$176,781.00**
TASK 4: RIGHT OF WAY PLANS																	
Administration (Coordinate Design/Internal Progress Mtgs/Invoices)		56												16	72		$13,672.00
Progress Meetings with City of Joplin (4 via video conference)		4	4	4	4	4									20		$2,800.00
Design Field Visit		8	8	8	8	8									40	$162.00	$5,762.00
Survey Coordination		4		8	2										14		$2,090.00
Connecticut Ave. Bridge Design Coordination w/ HDR		4		8	2										14		$2,090.00
Ditch Design				2	4	16									22		$2,216.00
Storm Sewer Design		2		8	16	24									50		$5,422.00
Cross Road Drainage Design				8	8	16									32		$3,384.00
Preliminary Erosion Control Design				8	16	16									40		$4,208.00
Construction Limits (3D Model)				40		4									44		$5,428.00
Preliminary Construction Phasing		2		2	4	8									16		$1,878.00
Final Right of Way/Easement Locations		4		16											20		$2,892.00
Tract Map/Easement/Exhibit Preparation (31 properties)									16	16	93				125		$14,270.00
Stake RW/Easementt (Viewing Only)										2		16	16		34	$510.00	$3,378.00
Pickup Surveys										2	16	24	24		66	$814.00	$6,874.00
Right-of-Way Plan Set:																	
Title Sheet				2	4	4									10		$1,052.00
Typical Section Sheets				2	4	4									10		$1,052.00
44th St. Plan/Profile Sheets (5 at 50 Scale)		2		4	10	10									26		$2,942.00
Connecticut Ave. Plan/Profile Sheets (2 at 50 Scale)		2		2	4	4									12		$1,490.00
Oak Dr. Plan/Profile Sheet				2		4									6		$640.00
Belmont Dr./S. Richard Joseph Blvd. Plan/Profile Sheet				2		4									6		$640.00
Oaklawn Dr. Plan/Profile Sheet				2		4									6		$640.00
Johnson Dr. Plan/Profile Sheet				2		4									6		$640.00
Richard Joseph Blvd. Plan/Profile Sheet				2		4									6		$640.00
Reference Point Sheets				2		8									10		$1,028.00
Coordinate Point Sheets				2		8									10		$1,028.00
Intersection Detail Sheets (20 Scale)				8	32										40		$4,304.00
Driveway/Entrance Detail Sheets (20 Scale)				8	24										32		$3,480.00
Storm Sewer Plan Sheets				8		24									32		$3,336.00
Storm Sewer Profile Sheets				8		24									32		$3,336.00
Erosion Control Sheets				4		8									12		$1,280.00
Pavement Marking Layout					4		8								12		$1,428.00
Signing Layout					4		8								12		$1,428.00
Signal Modification Plan (44th & Rangeline)					16		16								32		$3,680.00
Street Lighting Layout					4		8								12		$1,428.00
44th St. Cross Section Sheets (50' Interval)				4	24	48									76		$7,632.00
Connecticut Ave. Cross Section Sheets (50' Interval)				4	12	24									40		$4,068.00

CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
Construction Cost Estimate		2	2	8	8	8									28		$3,356.00
Client Conformance Review	8	8		8											24		$4,904.00
Right of Way Plan Submittal to City of Joplin		2		2	4	4									12		$1,490.00
Review Right of Way Plans with City of Joplin		8	8	8											24	$162.00	$4,162.00
Address Right of Way Plan comments from City of Joplin		2	8	8	8	8									34		$4,286.00
TASK 4 SUBTOTAL	8	110	30	214	226	302	40	0	16	20	109	40	40	16	1,171	$1,648.00	$141,754.00
TASK 5: FINAL PLANS																	
Administration (Coordinate Design/Internal Progress Mtgs/Invoices)		64												8	72		$14,720.00
Progress meetings with City of Joplin (4 via video conference)		4	4	4	4	4									20		$2,800.00
Design Field Visit		8	8	8	8	8									40	$162.00	$5,762.00
Survey Coordination		2		8	2										12		$1,652.00
Connecticut Ave. Bridge Design Coordination		2		8	2										12		$1,652.00
Final Construction Phasing Design		4	4	40	8										56		$7,360.00
Final Erosion Control Design		2		8	8	16	16								50		$5,854.00
Final Ditch Design				4	8	16									28		$2,880.00
Final Storm Sewer Design				4	8	16									28		$2,880.00
Final Cross Road Drainage Design				2	4	8									14		$1,440.00
Final Construction Limits (3D Model)		2		64	16										82		$10,150.00
Final Right of Way		2		8	8	12									30		$3,434.00
Final Quantities		2		16	24	40									82		$8,806.00
Final Plan Set:																	
Title Sheet				1	2	4									7		$720.00
Typical Section Sheets				1	4	8									13		$1,314.00
44th St. Plan/Profile Sheets (5 at 50 Scale)				4	20	20									44		$4,504.00
Connecticut Ave. Plan/Profile Sheets (2 at 50 Scale)				2	8	8									18		$1,852.00
Oak Dr. Plan/Profile Sheet				1	4	4									9		$926.00
Belmont Dr./S. Richard Joseph Blvd. Plan/Profile Sheet				1	4	4									9		$926.00
Oaklawn Dr. Plan/Profile Sheet				1	4	4									9		$926.00
Johnson Dr. Plan/Profile Sheet				1	4	4									9		$926.00
Richard Joseph Blvd. Plan/Profile Sheet				1	4	4									9		$926.00
Reference Point Sheets				1	4	4					2				11		$1,162.00
Coordinate Point Sheets				1	4	4									9		$926.00
Intersection Detail Sheets (20 Scale)				2	16	40									58		$5,780.00
Sidewalk/Sidewalk Wall Detail Sheets (20 Scale)				2	8	24									34		$3,404.00
Driveway/Entrance Detail Sheets (20 Scale)				2	8	16									26		$2,628.00
Construction Phasing Sheets				2	8	16									26		$2,628.00
Storm Sewer Plan Sheets				2	8	16									26		$2,628.00
Storm Sewer Profile Sheets				2	8	16									26		$2,628.00
Erosion Control Sheets				4	8	16									28		$2,880.00
44th St. Cross Section Sheets (50' Interval)				4	8	40									52		$5,208.00
Connecticut Ave. Cross Section Sheets (50' Interval)				4	8	16									28		$2,880.00
Belmont Dr./S. Richard Joseph Blvd. Cross Sections (50' Interval)				2	8	8									18		$1,852.00
Oaklawn Dr. Cross Sections (50' Interval)				2	8	8									18		$1,852.00
Johnson Dr. Cross Sections (50' Interval)				2	8	8									18		$1,852.00
Richard Joseph Blvd. Cross Sections (50' Interval)				2	8	8									18		$1,852.00
Pavement Marking Plans, Details, & Quantities			8		32										40		$4,536.00
Signing Plans, Details, & Quantities			8		24										32		$3,712.00
Traffic Control Plans, Details, & Quantities			24		40		40								104		$12,920.00

CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
Signal Modification Plans, Details, & Quantities			24		24										48		$6,192.00
Street Lighting Plans, Details, & Quantities			16		32										48		$5,776.00
Pickup Surveys										2	16	24	24		66	$814.00	$6,874.00
Construction Cost Estimate		2	2	16	16	16									52		$5,964.00
Technical Specifications		8		32											40		$5,784.00
Client Conformance Review	8	8	8	8											32		$6,144.00
Constructability Review		8	8	8											24		$4,000.00
Final Plan Submittal to City of Joplin		2		2	2	2									8		$1,090.00
Review Final Plans with City of Joplin		8	8	8											24	$162.00	$4,162.00
Address Final Plan comments from City of Joplin				8	8	8									24		$2,608.00
Submit Final Plans, Specifications and Estimate to City of Joplin		2	2	2	2	2									10		$1,400.00
TASK 5 SUBTOTAL	**8**	**130**	**124**	**305**	**454**	**448**	**56**	**0**	**0**	**2**	**18**	**24**	**24**	**8**	**1,601**	**$1,138.00**	**$193,732.00**
TASK 6: UTILITY COORDINATION																	
Verify Utility Contacts				4											4		$504.00
Notify Utilities During Conceptual Phase				4											4		$504.00
Identify High Risk/Expense Utility Relocation Issues				8		8									16		$1,784.00
Verify Utility Plans Against Survey				8		8									16		$1,784.00
Distribute Plans to Utilities				8		8									16		$1,784.00
Survey Vaccuum Excavation Locations (by others)		2								2	16	24	24		68	$814.00	$7,312.00
Coordinate responses from utility companies				8		4									12		$1,396.00
Utility Coordination Meetings (2)		12		12											24	$324.00	$4,464.00
Street Lighting Coordination			8												8		$1,240.00
Coordinate Relocation Plans/Schedules with Utilities				16		8									24		$2,792.00
Preliminary Utility Report		2		16											18		$2,454.00
Final Utility Report		2		16											18		$2,454.00
TASK 6 SUBTOTAL	**0**	**18**	**8**	**100**	**0**	**36**	**0**	**0**	**0**	**2**	**16**	**24**	**24**	**0**	**228**	**$1,138.00**	**$28,472.00**
TASK 7: PUBLIC MEETING																	
Prepare Exhibits for City's One-on-One Meetings with Prop Owners (20 scale)		2		8		40									50		$5,326.00
Prepare Exhibits/Handouts/Presentation for Public Meeting		2		8		8									18		$2,222.00
Attend Public Meeting		8	8	8											24	$162.00	$4,162.00
Compile Summary of Public Comments		2		2										8	12		$1,394.00
TASK 7 SUBTOTAL	**0**	**14**	**8**	**26**	**0**	**48**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**8**	**104**	**$162.00**	**$13,104.00**
TASK 8: ENVIRONMENTAL PERMITTING																	
MDNR land disturbance permit, SWPPP, review erosion control plans			24												24	$750.00	$4,470.00
Agency Coordination (USFWS, MDC, SHPO)			6												6		$930.00
Corps of Engineers Section 404 delineation and permitting			40					12							52	$200.00	$7,540.00
TASK 8 SUBTOTAL	**0**	**0**	**70**	**0**	**0**	**0**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**82**	**$950.00**	**$12,940.00**

	CLASSIFICATION	PRI	SRA	SRE	AES1	AES2	AES3	SRT	TEC1	TEC2	SLS	PLS	ST1	ST2	CLI	TOTAL		TOTAL
	HOURLY CHARGEOUT RATE	$268	$219	$155	$126	$103	$97	$127	$95	$76	$130	$118	$97	$66	$88	HOURS	EXPENSES	COST
	TASK 9: HYDRAULICS & HYDROLOGY																	
	Site Visit, Request of Models and work maps from FEMA Library				12											12	$650.00	$2,162.00
	HEC-2 Model Conversion to HEC-RAS & Updates w/Existing Info. (as needed)				16											16		$2,016.00
	HEC-RAS Model Updates to 1300 feet of stream with proposed Extension				18											18		$2,268.00
	Analysis Review & summary tables of findings		1		6											7		$975.00
	Prep. of Joplin Floodplain Development Permit only w/No Rise Anticipated		1		4											5		$723.00
	TASK 9 SUBTOTAL	**0**	**2**	**0**	**56**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**58**	**$650.00**	**$8,144.00**
	TASK 10: BIDDING SERVICES																	
	Assist City of Joplin to Advertise Project for Bidding		4		8											12		$1,884.00
	Respond to Contractor Questions During Bidding		8		24											32		$4,776.00
	Prepare/Issue Addenda		4		4											8		$1,380.00
	Assist City of Joplin in evaluating bids		4		4											8		$1,380.00
	Attend Pre-Bid Meeting		4		4											8	$162.00	$1,542.00
	TASK 10 SUBTOTAL	**0**	**24**	**0**	**44**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**68**	**$162.00**	**$10,962.00**
	SUBCONSULTANT SERVICES																	
	Palmerton & Parrish Geotechnical Investigations																	$10,930.00
	TOTAL FOR ALL SERVICES:	**24**	**531**	**342**	**1,207**	**1,286**	**1,340**	**112**	**12**	**40**	**96**	**313**	**300**	**300**	**46**	**5,949**	**$21,451.00**	**$743,398.00**

	Additional Services:
1	Final monumentation of right-of-way
2	Detailed cultural/archaeological surveys and endangered species surveys
3	MoDOT LPA Environmental Coordination and Analysis: RER and Environmental Tracking Forms, Air Quality and Noise Studies
4	Detailed NEPA documentation including Categorical Exclusion 2 (CE2), Environmental Assessment (EA) and Environmental Impact Statement (EIS)
5	Construction staking services
6	Construction phase services
7	As-built survey and drawings
8	Coordination with utility companies during relocation; verification of relocation
9	Traffic signal warrant analyses
10	SEMA and FEMA submittals (CLOMR and/or LOMR) and/or FEMA Fees/Expenses for such submittals
11	HEC-RAS model development if FEMA model does not exist and/or erosion/scour counter measure controls at inlet/outlet of culvert/bridge.
12	Retaining wall design services
13	Utility design services (including water, sanitary)
14	Landscaping, irrigation design services
15	Updated title work


Location Map
Design By GBA
E 38TH ST
S PARK AVE
S MISSISSIPPI AVE
E 36TH ST
I-44 RAMP
I-44 RAMP
I-44W HWY
I-44E HWY
E RICHARD JOSEPH BLVD
I-44 RAMP
S KANAN AVE
S CONNECTICUT AVE
S ARIZONA AVE
S RICHARD JOSEPH BLVD
OUTER RD
E 43RD ST
S W RICHARD JOSEPH BLVD
E 44TH ST
S RANGE LINE RD
S JOHNSON DR
S OAKLAWN DR
S BELMONT DR
S OAK DR
E 45TH ST
E 46TH ST
E STINNETT DR
E 46TH ST
EMERAL PL
E COLORADO DR
E 47TH ST
E 48TH ST
N

NOTICE OF AWARD 00501

TO: Joplin Industrial Electric Company, Inc.
P.O. Box 848
Duenweg, MO 64861

PROJECT Description: LIFT STATION SCADA ADDITION

The OWNER has considered the BID submitted by you on October 20, 2016 for the above-described WORK in response to its Invitation to Bid, and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of Two Hundred Seventy-One Thousand, Three Hundred Fifty-Three and 22/100 DOLLARS ($271,353.22).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2016 .

OWNER:

THE CITY OF JOPLIN, MISSOURI

By _____

Printed Name: Mr. Nick Heatherly

Title: Director of Public Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Printed Name _____

Title _____

this the _____ day of _____, 2016

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

October 26, 2016

Mr. Lynden Lawson
City of Joplin
602 S. Main Street
Joplin, MO 64801

Re: Lift Station SCADA Addition
Joplin, Missouri

Dear Lynden:

The bids submitted October 20, 2016 on the above referenced project have been reviewed and confirmed Joplin Industrial Electric Company, Inc. of Joplin, Missouri (JIE) as the apparent low bidder. JIE has indicated that they intend to enter into a contract with the City to build the project and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the construction contract to JIE in the amount of $271,353.22 ($212,322.82 for the Base Bid and $59,030.40 for Add Alternate No. 1 that provided an additional 6 RTU's for future installation) for the Lift Station SCADA Addition project. A tabulation of bids and copies of the proposed Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office three (3) original copies of the Notice of Award.

Once the Notice of Award document is received back by our office from the City, we will submit Contract Documents to the Contractor for execution and schedule a project pre-construction conference.

Do not hesitate to call if you have any questions.

Sincerely,

ALLGEIER, MARTIN & ASSOCIATES, INC.

Chris Erisman, P.E.
Vice President

Enclosure(s)

Requested Council Meeting Date: November 7, 2016
Council Bills No. 2016-152
Item: Contract for Purchase and Installation of SCADA System

Originating Department: PUBLIC WORKS –OPERATIONS

Attachments: 1) Council Bill No. 2016-152
2) Bid Tabulation
3) Engineer Letter
4) Notice of Award

Operations Section: Lynden Lawson
Department Head: Nicholas A. Heatherly
Finance Department: Leslie Haase
City Attorney: Peter C. Edwards
City Manager: Samuel L. Anselm

Recommended Action: Authorization to enter into a contract with **Joplin Industrial Electric Company** to purchase and install Remote Transmitting Units (RTU's) and rain gauges as part of an operational upgrade to twelve wastewater lift stations along with all associated hardware and software for a complete Supervisory Control and Data Acquisition system (SCADA). This contract is in the amount of $271,353.22.

Background:
A Supervisory Control and Data Acquisition system (SCADA) is used to collect data, monitor flows and/or remotely change pump speeds to improve operations and provides the operators with the ability to be pro-active in lieu of reactive to situations that develop within the wastewater collection system. This type of technology is needed to provide staff a more efficient method of responding to operational problems that can result in unpermitted discharges and sewer backups into homes and businesses if not addressed in a timely manner. We will be installing thirteen remote transmitting units (RTU's); one at each of twelve wastewater lift stations and one on top of City Hall.

As part of the City's continued effort to reduce Infiltration and Inflow (I&I) we will also be purchasing and installing five rain gauges in conjunction with the thirteen RTU's; four at lift stations and one on top of City Hall. Rain duration and intensity data are critical elements in analyzing wastewater flows as we move forward with the future stages of our I&I reduction program, which will include an extensive flow monitoring program throughout the city.

Staff has been working with its Engineering Consultant (Allgeier-Martin) since August 2015 to design a system to accomplish our goals. This project was a part of the FY15-16 budget but we were unable to complete the design and bidding process prior to the end of the fiscal year, so a budget adjustment is required to move this project into the FY16-17 budget.

Discussion:
The bids advertised in accordance with the city procurement policies and two bids were received on October 20, 2016. Joplin Industrial Electric Company (JIE) submitted the lowest and responsible bid. This contract will have JIE purchasing and installing thirteen (13) RTU's and purchase an additional six (6) units for future installation. The spare units will be installed at other lift stations within the wastewater collection system later this fiscal year.

Recommendation: City staff recommends that Council approve the contract with Joplin Industrial Supply Company in the amount of $271,353.22 and be approved on an emergency basis in accordance with Section 2.12(6) of the Joplin City Charter.

AGREEMENT 00500

CITY	CONTRACTOR
CITY OF JOPLIN	NAME: JOPLIN INDUSTRIAL ELECTRIC COMPANY, INC.
620 S. MAIN	ADDRESS: 2202 SOUTH PRIGMORE AVENUE, JOPLIN, MO 64804
JOPLIN, MO 64801	
PHONE: (417) 624-0820, EXT 500	PHONE: 417-623-3425
FAX: (417) 625-4738	FAX:
ATTN: NICHOLAS A. HEATHERLY, P.E.	ATTN: MR. JEFF CARTRIGHT
DEPT.: PUBLIC WORKS	

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, 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:

LIFT STATION SCADA ADDITION

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 150 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 maintain adequate insurance coverage at all times 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, 2015, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq

Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for 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 Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 Two Million Seven Hundred Thirty-Four Thousand Five Hundred Sixty-Seven and no/100 Dollars ($2,734,567.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Ten Thousand One Hundred Eighty-Five and no/100 Dollars ($410,185.00) 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 $271,353.22 (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 this Project:

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 this project:

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.

e. Has not been in breach of contract with the City of Joplin within the last two 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.

- **a.** 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.
- **b.** 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.
- **c.** Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.
- **d.** The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the City of Joplin.
- **e.** The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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. Personnel. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner. All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

9. Changes. The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

10. Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

11. 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, 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.

12. 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. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

13. 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.

14. Termination for Convenience of City. The City shall have the right at any time by providing at least ten (10) days 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.

15. 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.

16. 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. The City can require additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance to all state and federal rules, regulations and statutes.

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.

h. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.

i. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor.

j. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy- righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. Copyright. No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. 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.

19. 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.

20. 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 (05/31/2016 Revised Edition)
e. General Conditions of the Contract
f. Supplemental General Conditions
g. Special Conditions & Provisions
h. Proposal/Bid Document (to be attached to Contract for execution)
i. Statement of Bidder's Qualifications
j. Acknowledgment
k. Performance Bond
l. Payment and Material Bond
m. Instructions to Bidders
n. Non-Collusion Affidavit

o. 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 Two Hundred Seventy-One Thousand, Three Hundred Fifty-Three and 22/100 DOLLARS ($271,353.22), said amount being subject to any approved addenda or change order.

21. 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.

22. 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.

a. The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. Inspection. The authorized representative and agents of the City of Joplin shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

30. Reporting Requirements. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

31. 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.

32. 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.

33. 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.

34. 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.

a. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

35. 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.

36. 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 of Missouri.

37. 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: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____
Nicholas A. Heatherly
Public Works Director

COUNCIL BILL NO. 2016-152 ORDINANCE NO.

AN ORDINANCE approving the contract between the City of Joplin, Missouri and Joplin Industrial Electric Company in the amount of Two Hundred Seventy-One Thousand Three Hundred Fifty-three Dollars and Twenty-two/100 ($271,353.22) for the purchase and installation of thirteen (13) Remote Transmitting Units (RTU) for lift stations and purchase an additional six (6) RTU's for future installation with Council Bill #2016-152; amending the Annual Budget of the City of Joplin for the Fiscal year 2016-2017 as adopted by Ordinance 2016-177 on October 17, 2016, and containing an emergency clause.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the City of Joplin enter into an Agreement between the City of Joplin and Joplin Industrial Electric Company for the purchase and installation of thirteen (13) RTU's for lift stations and purchase an additional six (6) RTU's for future installation in the amount of Two Hundred Seventy-One Thousand Three Hundred Fifty-three Dollars and Twenty-two/100 ($271,353.22).

Section 2. That the Director of Public Works of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantial conformance with the attached, for and on behalf of the City of Joplin.

Section 3. That fiscal year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-177 be amended by increasing appropriations by the total amount of Two Hundred Seventy-One Thousand Three Hundred Fifty-Three Dollars and Twenty-two/100 ($271,353.22).

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

Section 5. That this Ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2016, by a _____ vote.

_____

ATTEST: Michael L. Seibert, Mayor

_____

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

ALLGEIER, MARTIN and ASSOCIATES, INC.
Consulting Engineers

Lift Station SCADA Addition | Joplin, MO | October 20, 2016

Line Item	Item Code	Item Description	Unit	Quanity	Joplin Industrial Electric Co., Inc. Joplin, MO Unit Price	Joplin Industrial Electric Co., Inc. Joplin, MO Amount	Industrial Process Systems Kansas City, MO Unit Price	Industrial Process Systems Kansas City, MO Amount
1	1	Filmore Bridge Lift Station (#1) Improvements	LS	1	$ 21,217.09	$21,217.09	$32,609.00	$32,609.00
2	2	Tin Cup Lift Station (#2) Improvements	LS	1	$ 24,764.71	$24,764.71	$26,057.00	$26,057.00
3	3	Crave Road Lift Station (#5) Improvements	LS	1	$ 13,789.16	$13,789.16	$26,057.00	$26,057.00
4	4	17th and Cleveland Lift Station (#6)	LS	1	$ 14,875.43	$14,875.43	$26,057.00	$26,057.00
5	5	44th and Virginia Lift Station (#7)	LS	1	$ 14,969.74	$14,969.74	$32,609.00	$32,609.00
6	6	Golf Links Lift Station (#8)	LS	1	$ 11,775.77	$11,775.77	$26,057.00	$26,057.00
7	7	Flying J Lift Station (#9)	LS	1	$ 15,856.39	$15,856.39	$32,609.00	$32,609.00
8	8	Able Body Lift Station (#10)	LS	1	$ 13,402.65	$13,402.65	$32,609.00	$32,609.00
9	9	Dog Pound Lift Station (#11)	LS	1	$ 15,351.87	$15,351.87	$32,609.00	$32,609.00
10	10	Country Club Lift Station (#13)	LS	1	$ 13,287.49	$13,287.49	$26,057.00	$26,057.00
11	11	Petro Lift Station (#17)	LS	1	$ 13,935.20	$13,935.20	$26,057.00	$26,057.00
12	12	Wildwood Lift Station (#19)	LS	1	$ 14,871.85	$14,871.85	$26,057.00	$26,057.00
13	13	Tipping Bucket and Rain Gauge to be installed on City Hall Roof inc. RTU	LS	1	$ 14,811.58	$14,811.58	$ 6,552.00	$6,552.00
14	14	All Other Work, Equipment, Facilities, Bonding, Ins., Mobilization, etc.	LS	1	$ 9,413.89	$9,413.89	$30,417.00	$30,417.00
		TOTAL BASE BID AMOUNT				**$212,322.82**		**$382,413.00** *
Add Alternates								
AA-1	AA-1	RTU Equipment only	EA	6	$ 9,838.40	$59,030.40	$37,332.00	$223,992.00 *
AA-2	AA-2	RTU Equipment only	EA	6	$ 9,838.40	$59,030.40	$37,332.00	$223,992.00 *

*Mathematical Error

This is to certify that at 3:00 p.m. on October 20, 2016 at the office of Public Works Department in the City of Joplin, MO., the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions and the bids were accompanied by acceptable bidder's bonds.

By _____

Chris Erisman, P.E., Vice President

CLOSING DATE:	28-Oct-2016	DEPT:	Public Works
STARTING TIME	1:00 PM		
CLOSING TIME:	1:20 PM	BID OPENED BY:	Jeff Oliver, Kim Newhouse
Demolition		LOCATION:	1031 S. Sergeant Ave

COMPANY	BIDS
B & D Yardbuilders	$4,023.00
Big John's	$3,950.00
Jodan Disposal	$2,397.00
Nelson's Enterprises	$2,749.00
Wheelers Excavating	NO BID

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date November 7, 2016

Item: COUNCIL BILL NO. 2016-378
Originating Department: BUILDING REGULATIONS

Attachments: 1) Council Bill No. 2016- 378
2) Photograph of Property
3) Bid Tabulation

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

Recommended Action: Approval of Contract with Jordan Disposal to remove the structures and any remaining debris including foundation and footings located at 1031 S. Sergeant Ave.

Summary: The above listed address was "tagged" as a dangerous building on May 10, 2016. The structure was determined to be dangerous under sub sections of the Dangerous Building Code (Section 26-612, Joplin City Code). On October 14, 2016. An advertisement for bids was published in the Joplin Globe with bids being received on October 28, 2016. At that time bids were received as follows:

Big Johns	$ 3,950.00
B & D Yard builders	$ 4,023.00
Jordan Disposal	$ 2,397.00
Nelson Demolition	$ 2,749.00

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

Recommendation: City Staff recommends that the demolition contract be awarded to Jordan Disposal for the amount of $ 2,397.00 and that it be approved on an emergency basis within the meaning of section 2.12 (1) for the immediate preservation of public health and welfare.

COUNCIL BILL NO. 2016 – 378

AN ORDINANCE approving the contract by and between the City of Joplin and Jordan Disposal for the demolition of the structure(s) and clearing of lot area located at 1031 S. Sergeant Ave. in the City of Joplin, Missouri, for the amount of Two Thousand Three Hundred Ninety-Seven and 00/100 Dollars (2,397.00); providing how the cost thereof shall be paid; how the assessment thereof shall be made; and containing an emergency clause.

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

Section 1. That the contract with Jordan Disposal in the amount of Two Thousand Three Hundred Ninety-Seven 00/100 Dollars ($2,397.00) is hereby approved for the demolition of the structure(s) and clearing of lot area located at 1031 S. Sergeant Ave.

Section 2. The contractor will be paid in cash for the portion of the work performed by him, and this amount will be appropriated from the Revolving Public Improvement Fund, and will be evidenced by a special tax bill made and levied against 1031 S. Sergeant Ave. and legally described as:

TRACT 1:
ALL OF THE WEST 120 FEET OF LOT ONE HUNDRED (100) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

TRACT 2:
THE EAST 30 FEET OF LOT NUMBERED ONE HUNDRED (100) IN CARTER'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI. ACCORDING TO THE RECORDED PLAT THEROF.

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

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

_____, 2016, by a _____ vote.

_____ATTEST:

Michael L. Seibert – Mayor

_____

Barbara Hogelin – City Clerk

APPROVED AS TO FORM

:_____

Peter C. Edwards, City Attorney


COUNCIL BILL 2016-378
1031 S. SERGEANT AVE.







City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 7, 2016

Item: Lease Agreement with Joplin Area Chamber of Commerce Foundation
Originating Department: Planning & Community Development

Attachments: 1) Council Bill No. 2016-409
2) Lease Agreement and Exhibit A Map – Murphysburg Porter Lots 185 – 187 for the Advanced Training and Technology Center

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

Recommended Action: Approval of Council Bill No. 2016-409

INTRODUCTION:

The following Council Bill is for a lease agreement between the City of Joplin and the Joplin Area Chamber of Commerce Foundation for the entire north 50 feet of city-owned Murphysburg Porter Lots 185-187, highlighted in red in the map below. The land will be used to provide 27 additional parking spaces for students and visitors of the Advanced Training and Technology Center (ATTC) under development. ATTC Phase I was previously approved by City Council on July 20, 2015 for the purchase and renovation of a building to serve as an Advanced Training and Technology Center. City Council previously approved these activities as part of the Capital Plan adopted July 7, 2015, and in the Round 2 Community Development Block Grant Program – Disaster Recovery (CDBG-DR) Amendment 16 (Partial Action Plan #7) on May 16, 2016. ATTC Phase II was previously approved by City Council on September 6, 2016 for the purchase and installation of furniture, fixtures, and equipment to be used for the development and execution of the proposed training programs/classes for ATTC Phase I.

DISCUSSION:

The Joplin Area Chamber of Commerce Foundation, in conjunction with Crowder College, needs additional parking spaces for students and visitors of the Advanced Training and Technology Center. The proposed Advanced Training and Technology Center will help fill gaps in the City of Joplin's workforce by providing better-skilled workers to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

The lease agreement will provide land on the entire north 50 feet of Murphysburg Porter Lots 185-187, to be used as an additional parking lot for ATTC. This City-owned parcel is currently underutilized and unused. The lease will be for 5 years, with automatic renew for 4 successive terms of 5 years each. The rent will be $1.00 per year.

RECOMMENDATION:

City Staff recommends the approval of this Council Bill on an emergency basis, meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with public health and safety issues, so the Joplin Area Chamber of Commerce Foundation may begin construction to provide the additional parking for ATTC.

COUNCIL BILL NO. 2016-409 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with the Joplin Area Chamber of Commerce Foundation for a lease of the land on the entire north 50 feet of city-owned Murphysburg Porter Lots 185-187.

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

WHEREAS, there were thousands of households and jobs affected by the tornado; and

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

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the losses caused by the tornado on May 22nd, 2011; therefore,

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

Section 1. That the City of Joplin enter into an Agreement with the Joplin Area Chamber of Commerce Foundation to lease the land on the entire north 50 feet of city-owned Murphysburg Porter Lots 185-187. The land will be used to provide 27 additional parking spaces for visitors of the proposed Advanced Training and Technology Center.

Section 2. That the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement, or Agreement in substantially similar form, for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2016, by a vote of _____.

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this _____ day of _____, 2016, by and between the CITY OF JOPLIN, MISSOURI, a municipal corporation, hereinafter referred to as "Landlord", and JOPLIN AREA CHAMBER OF COMMERCE FOUNDATION, hereinafter referred to as "Tenant".

W I T N E S S E T H:

For and in consideration of the mutual promises, covenants, agreements, and understandings herein made and contained, the Landlord hereby lets and leases to the Tenant the after-mentioned land and improvements and improvements located thereon, to have and hold for the following purposes and subject to the following covenants and conditions, to-wit:

1. Demise and Term. Landlord leases to Tenant and Tenant leases from Landlord, the land on the entire south 50 feet and entire west 50 feet of Murphysburg Porter Lots 232-234, Joplin, Missouri (the "Premises"). The original term of this lease and Tenant's obligation to pay rent hereunder shall commence on [MONTH] 1, 2016 and run five (5) years, through [DATE]. If Tenant is not in default, this lease shall automatically renew for four (4) successive terms of five (5) years each, subject to each party's right of termination contained in Section 20. Each renewal shall be on the same terms and conditions as the original lease and conditioned on Tenant not being in default during the term of the lease. Tenant and its employees, contractors, students, teachers, and invitees may use the Premises, as outlined on the map attached hereto and incorporated herein as Exhibit "A".

2. Rent. During the term of this lease, an annual rental of One Dollar ($1.00) per year due and payable the date hereof to the Director of Finance of the City of Joplin, 602 S. Main, Joplin, Missouri.

3. Assignment and Subletting. Tenant will not assign this lease in whole or in part, nor sublet all or any part of the Premise, without obtaining the prior written consent of the Landlord, which consent shall not be unreasonably withheld. Any assignment or subletting without Landlord consent in writing shall be void.

4. Use of Premises by Tenant. Tenant shall use the Premises for the purpose of providing additional parking spaces for the CDBG-DR funded Advanced Training and Technology Center- Phase I project. The parking lot shall be open 24 hours per day, seven days per week, 365 days of the year. Tenant shall not perform any acts or carry on any practices that may injure the Premises or be a nuisance or menace. Tenant shall obtain such state, county, and local, permits or licenses as may be required for use of the Premises as additional parking spaces.

5. Fixtures and Alterations. Landlord and Tenant hereby agree that the Premises are leased in an "AS IS" condition. Tenant may pave the Premises and shall be responsible for maintaining the Premises through the duration of the lease. Tenant shall not make any additional improvements to the Premises without first obtaining the Landlord's consent. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Upon completion of any construction or modification to the Premises, same shall become the property of Landlord.

6. Liens. If any mechanics, laborers, materialmen's or any other lien shall at any time be filed against the Premises as a result of Tenant's occupancy or construction thereon, Tenant shall, within thirty (30) days after such lien is made or filed, cause the same to be discharged of record by payment, order of a court of competent jurisdiction, or otherwise. Notice is hereby given that the Landlord shall not be liable for any labor or materials furnished to Tenant and no mechanics' or other liens shall attach to or affect the reversionary or other estate or interest of Landlord in and to the Premises.

7. Maintenance of the Premises. Tenant shall at all times maintain the Premises in good condition and repair and keep the Premises in a neat and orderly condition. If Tenant refuses or neglects to repair the Premises as required hereunder as soon as reasonably possible after written demand and to the reasonable satisfaction of Landlord, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's other property, or to Tenant's business by reason thereof, and upon completion thereof Tenant shall pay Landlord's costs for making such repairs upon presentation of a bill thereof.

8. Insurance. Tenant shall, during the entire term of this lease, keep in full force and effect policies of public liability and property damage insurance with respect to the Premises, in which the limits of public liability shall not be less than a single limit of $1,000,000.00 for personal injury and $50,000.00 for damage to property. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days' prior written notice. The insurance shall be in an insurance company acceptable to Landlord and a copy of the policy or a Certificate of Insurance shall be delivered to Landlord.

9. Indemnification of Landlord. Tenant hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Landlord, their agents or employees, or Tenant, its agents or employees, or any third person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this lease or any work done thereunder or business carried on by Tenant, except when such loss, injury, or damage is the result of the negligence of Landlord, its employees, agents, or invitees.

10. Damage or Destruction of the Premises. In the event that the Premises are destroyed or damaged so as to be unfit for use, by fire, storm, explosion, earthquake or other casualty, so as not to be capable of being economically rebuilt or restored within ninety (90) days, then this lease shall be automatically terminated. Otherwise, Landlord shall proceed at its own expense and with due diligence to restore the Premises within such ninety (90) days, in which case there shall be an abatement and apportionment of the rent until the Premises are restored. In the event Landlord determines that the Premises cannot be rebuilt or restored under the ninety (90) day provision herein, then it shall give written notice of this decision to Tenant within thirty (30) days from the date of the happening of such casualty, and this lease shall terminate.

11. Default of the Tenant. In the event of any failure by Tenant to pay any rental due hereunder within ten (10) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant, then Landlord, besides

other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the Premises without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Should Landlord at any time terminate this lease for any breach in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach. Tenant further agrees to indemnify Landlord for any and all costs and expenses, including attorney fees, incurred by Landlord in any lawsuit against Tenant to enforce the terms of this lease.

12. Right of Entry. Landlord or Landlord's agents shall have the right to enter the Premises at all reasonable times to examine the same and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable at Landlord's sole expense. Landlord reserves the right to use the leased premises at such times that do not coincide with scheduled classes and training at the Advanced Training and Technology Center, Phase I project.

13. Landlord's Covenant. Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this lease. Each party agrees to indemnify the other for any and all costs and expenses, including attorneys' fees, incurred by one party in any lawsuit against the other to enforce the terms of this lease, provided that such party is successful.

14. Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, (except for rent payments) to the Landlord as follows:

City of Joplin, Missouri
Samuel Anselm, City Manager
602 S. Main Street
Joplin, Missouri 64801,

and to Tenant as follows:

Joplin Area Chamber of Commerce Foundation
Attn: President
320 East 4th Street
Joplin, Missouri 64801.

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

15. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this lease Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

16. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

17. Compliance with Applicable Laws. Tenant shall comply with all applicable laws, ordinances, rules and regulations.

18. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

19. Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance.

20. Heirs, Successors and Assigns. Each and every obligation contained in this Lease Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

21. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by either party. It is agreed that either party shall have the right to cancel or terminate this Agreement at any time on one hundred eighty (180) days written notice by certified mail, or by personal delivery, to Tenant.

22. Contingent of City Council Approval. This Agreement is contingent on approval from the Joplin City Council.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

Date: _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri A Municipal Corporation	Joplin Area Chamber of Commerce Foundation Not-For-Profit
Signature:_____	Signature:_____
Samuel Anselm	Rob O'Brian
City Manager	Joplin Area Chamber of Commerce Foundation President

STATE OF MISSOURI)) ss.

COUNTY OF JASPER)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

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

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal

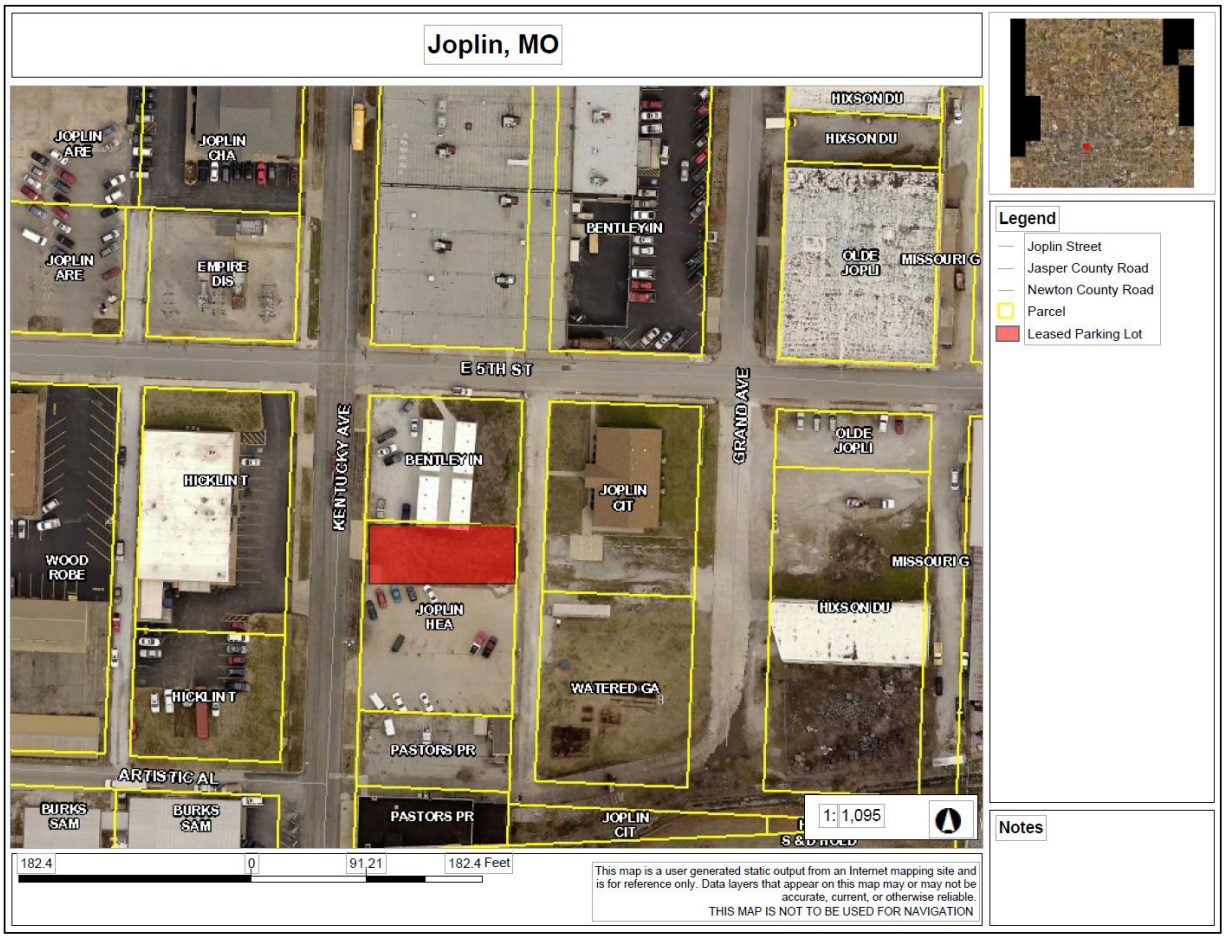
this_____day of_____, 2016.

_____
Notary Public

My commission expires:

_____

EXHIBIT A: Aerial Map of Parking Lot



COUNCIL BILL NO. 2016-615 ORDINANCE NO.

AN ORDINANCE authorizing and approving an Intergovernmental Agreement by and between the City of Joplin, Missouri, and the City of Springfield, Missouri, whereby the City of Joplin will house detainees from the City of Springfield in the Joplin City Jail located generally 303 East 3rd Street in Joplin; authorizing the City Manager to execute said Intergovernmental Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

WHEREAS, pursuant to Section 70.220, RSMo., political subdivisions are authorized to contract and cooperate with each other; and,

WHEREAS, the City of Springfield desires to house its detainees with the City of Joplin, in the Joplin Jail; and,

WHEREAS, the City of Joplin owns, and has available, a jail and desires to house the City of Springfield's detainees.

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

Section 1. That the Intergovernmental Agreement by and between the City of Joplin, Missouri, and the City of Springfield, Missouri, whereby the City of Joplin will house detainees from the City of Springfield in the Joplin City Jail, a copy of said Intergovernmental Agreement being attached hereto and incorporated herein by reference, be and the same is hereby approved.

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

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with the immediate preservation of public safety, health, and welfare, to be an emergency within the meaning of Section 2.12(1) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, the City of Joplin will house and detain City of Springfield, Missouri detainees in the Joplin City Jail in exchange for compensation, commencing immediately and continuing for a period of one (1) year.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

INTERGOVERNMENTAL AGREEMENT
REGARDING THE
HOUSING OF SPRINGFIELD DETAINEES

This Agreement made and entered into this _____ day of _____, 2016 by and between the City of Springfield, Missouri (Springfield) and the City of Joplin, Missouri (Joplin).

Witnesseth

WHEREAS, pursuant to Section 70.220 RSMo., political subdivisions are authorized to contract and cooperate with each other; and

WHEREAS, Springfield desires to house detainees with Joplin, at the Joplin Jail; and

WHEREAS, Joplin owns and has available a jail and desires to house Springfield's detainees.

NOW, THEREFORE, for the consideration herein expressed, it is agreed by and between the parties as follows:

1. **SERVICES PROVIDED BY JOPLIN.** If available, Joplin will furnish sufficient housing and security to maintain detainees as requested by Springfield. Detainees will be confined in the Joplin City Jail located in the Municipal Building at 303 East 3rd Street, Joplin, Missouri. Availability of housing and security will be determined at Joplin's discretion, solely. Detainees held by the City of Joplin by virtue of arrest by the Joplin Police Department and/or sentencing by the Municipal Court of Joplin will have priority over detainees referred to Joplin by Springfield. Joplin will be responsible for the staffing, supervision, and control of all day-to-day operations of the Joplin jail and will provide sufficient meals and recreational activities to Springfield's detainees. Such detainees will be arrested by Springfield Police Officers or sentenced by the Municipal Court of Springfield.

2. **SERVICES PROVIDED BY SPRINGFIELD.** Springfield agrees to be responsible for the transportation of detainees to and from Springfield, Missouri, to the Joplin Jail. Springfield shall deliver detainees to the Joplin Jail for booking. Springfield may deliver detainees to the

Joplin Jail 24 hours a day, seven days a week, including holidays. Springfield shall complete all necessary paperwork designated by Joplin for each detainee delivered for booking.

3. **COST.** Provided Joplin performs the services described in this Agreement, Springfield agrees to pay Joplin Fifty Dollars ($50.00) per detainee, per day, amount not to exceed One-Hundred Thousand Dollars ($100,000.00), for housing of Springfield's detainees in the Joplin Jail. Joplin shall send Springfield an invoice for the prior month on or before the 10th day of each month and Springfield shall pay the charges on the invoice within 30 days of receipt of the invoice.

4. **MEDICAL EXPENSES.** If, during a Springfield detainee's stay in the Joplin Jail, a detainee requires non-emergency medical attention, Joplin shall inform Springfield's Chief of Police, or his designee, prior to incurring medical expenses. In the case of an emergency medical situation, Joplin is authorized to obtain immediate medical aid, and notify Springfield's Chief of Police, or his designee. If a Springfield detainee is to be hospitalized, Joplin shall inform Springfield's Chief of Police, or his designee, immediately. If security at a hospital or medical facility is provided as a result medical treatment, and is necessary for public safety, Joplin agrees to provide security until Springfield is able to provide security.

5. **TERM.** This Agreement shall commence on the date above and continue for a period of one year. The parties may renew this Agreement for an additional one year period of time in writing and signed by all parties.

6. **INDEMNITY.** Joplin shall indemnify, defend, and old harmless Springfield and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses including, but not limited to reasonable attorney fees, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Joplin or its officers, agents or employees, in the performance of its obligations under this Agreement including in confining persons who have been presented by Springfield to and accepted by Joplin for confinement in the Joplin Jail while said persons are in the Joplin Jail or in the custody Joplin outside of the Joplin Jail.

Springfield shall indemnify, defend, and old harmless Joplin and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses including, but not limited to reasonable attorney fees, and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Springfield or its officers, agents or employees, in the performance of its obligations under this Agreement including when detainees are not in the Joplin Jail or in the custody of Joplin outside of the Joplin Jail, such as the transportation of detainees to and from Springfield, Missouri, to the Joplin Jail.

7. **INSURANCE.** Without limiting any other obligations under this Agreement, Joplin shall secure and maintain at its own cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of Springfield to be indemnified under this Agreement against all risks of losses and liability which may arise out of the performance of this Agreement, including but not limited to, violations of detainees civil rights under the United States Constitution, the Missouri Constitution, federal or state statutes, or local law. The form and limits of such Insurance are subject to approval by Springfield. In no event shall the language or requirements of this Agreement constitute or be constructed as a waiver or limitation of Springfield or Joplin's rights of defenses with regard to each party's applicable sovereign, governmental, official immunities, or qualified immunity or any other protections as provided by federal and state constitution, statutes, and laws.

8. **TERMINATION.** This Agreement may be terminated at any time by either party with 60 days written notice to allow the safe transfer of detainees.

9. **CONFLICTS.** No salaried officer or employee of Springfield, and no member of the Springfield City Council, shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Joplin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract.

Joplin further covenants that in the performance of this contract, no person having such interest shall be employed.

10. **DISCRIMINATION.** Joplin 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.

11. **COMPLIANCE WITH LAWS**. Joplin and Springfield agree to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder.

12. **GENERAL INDEPENDENT CONTRACTOR CLAUSE**. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Joplin will be an independent contractor and not Springfield'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. Joplin will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Joplin's activities and responsibilities hereunder. This agreement shall not be construed as creating any joint employment relationship between Joplin and Springfield, and Springfield will not be liable for any obligation incurred by Joplin, including but not limited to unpaid minimum wages and/or overtime premiums. Joplin shall not be entitled to any of the benefits established for the employees of Springfield nor be covered by the Worker's Compensation Program of Springfield.

13. **ASSIGNMENT.** The rights, obligations, and duties of either Joplin or Springfield may not be assigned to any person, firm, or corporation without the express written consent of Joplin or Springfield first being obtained.

14. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Missouri. Both parties recognize the limitations on venue for municipalities pursuant to Section 508.050 RSMo and in an effort to comply with those provisions agree that venue shall be as follows: legal action arising from this Agreement brought by Springfield against Joplin shall be filed in Jasper County, Missouri. Legal action arising from this agreement brought by Joplin against Springfield due to non-payment of costs by Springfield shall be filed in Jasper County, Missouri; however, legal action arising from this agreement brought by Joplin against Springfield for any other reason shall be filed in Greene County, Missouri.

15. **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.

16. **VIDEO CONFERENCING**. Joplin and Springfield shall cooperate to make video conferencing available to connect Springfield's detainees to Municipal Court Judges. Springfield will be responsible for the costs associated with video conferencing. Joplin agrees that before incurring any costs associated with video conferencing, Joplin will receive Springfield's written approval for incurring said costs. Springfield will not be responsible for costs not previously approved pursuant to this paragraph.

The City of Springfield, Missouri **The City of Joplin, Missouri**

By: _____ By_____
Title Date Title Date

By: _____
City Attorney or Assistant City Attorney Date

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.

_____

Director of Finance or Acting Director

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 7, 2016
ITEM: Council Bill No. 2016-615; Agreement Regarding the Housing of Springfield Detainees

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2016-615; copy of attachments

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

INTRODUCTION:

1. Joplin will furnish sufficient housing and security to maintain detainees as requested by Springfield. Detainees will be confined in the Joplin City Jail located in the Municipal Building at 303 East 3rd Street, Joplin, Missouri. Availability of housing and security will be determined at Joplin's discretion, solely. Detainees held by the City of Joplin by virtue of arrest by the Joplin Police Department and/or sentencing by the Municipal Court of Joplin will have priority over detainees referred to Joplin by Springfield. Joplin will be responsible for the staffing, supervision, and control of all day-to-day operations of the Joplin jail and will provide sufficient meals and recreational activities to Springfield's detainees. Such detainees will be arrested by Springfield Police Officers or sentenced by the Municipal Court of Springfield.

2. Springfield agrees to be responsible for the transportation of detainees to and from Springfield, Missouri, to the Joplin Jail. Springfield shall deliver detainees to the Joplin Jail for booking. Springfield may deliver detainees to the Joplin Jail 24 hours a day, seven days a week, including holidays. Springfield shall complete all necessary paperwork designated by Joplin for each detainee delivered for booking.

SUMMARY/DISCUSSION:

In this Agreement, Springfield agrees to pay Joplin Fifty Dollars ($50.00) per detainee, per day, amount not to exceed One-Hundred Thousand Dollars ($100,000.00), for housing of Springfield's detainees in the Joplin Jail. Joplin shall send Springfield an invoice for the prior month on or before the 10th day of each month and Springfield shall pay the charges on the invoice within 30 days of receipt of the invoice.

RECOMMENDATION:

Staff presents this proposal to Council for consideration.

MS/ts
attachment

COUNCIL BILL NO. 2016-616 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2016-2017 as adopted by Ordinance 2016-523 on October 17, 2016; and containing an emergency clause.

WHEREAS, SunGard has been the City's primary software provider for more than 16 years; and,

WHEREAS, in the FY2017 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SunGard OSSI covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2016-2017 budgeted appropriations as adopted by Ordinance 2016-523 and reflected an appropriation in the total amount of Three Hundred Thirty-six Thousand, Four Hundred Seventeen Dollars, Thirty-Four Cents ($336,417.34) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2016.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2016, by a vote of _____.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 07, 2016

ITEM: Council Bill No. 2016-616 approving a Purchase Order(s) to cover the annual support payment with SunGard Public Sector for software maintenance, upgrades and related systems.

ORIGINATING DEPARTMENT: Information Technology Dept.

ATTACHMENTS: Council Bill No. 2016-616, SunGard Invoices (2)

DEPT. HEAD:	Mark A. Morris	**DATE:**
FINANCE DEPT:	Leslie Haase	**DATE:**
LEGAL DEPT:	Peter C. Edwards	**DATE:**
CITY MANAGER:	Samuel L. Anselm	**DATE:**

INTRODUCTION:

This Council Bill approves the issuance of a Purchase Order(s) to SunGard Public Sector to cover the annual support payment for technical activities for both General Government (Financials) and Public Safety (OSSI).

DISCUSSION:

SunGard has been the City's primary software provider for over sixteen years. In 2009, the Public Safety Systems were upgraded with Council's approval to SunGard OSSI. Along with that is the annual support payment to cover technical upgrades and day-to-day support activities. As SunGard is the sole source for this software, there are no bids required. The amounts of $128,749.45 and $207,667.89 were budgeted and approved for FY2017 by Council during the budget process.

RECOMMENDATION:

Staff recommends adoption of this Council Bill on an Emergency basis; being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage.

MAM
attachments

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

Invoice

Company	Document No	Date	Page
LG	127194	30/Sep/2016	1 of 5

Bill To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Ship To: City of Joplin
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820 x 243

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	1681LG	City of Joplin		USD	NET30	30/Oct/2016

No	SKU Code/Description/Comment	Units	Rate	Extended
Contract No.	00003784			
51	QRep Catalog for CX Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	318.27	318.27
Contract No.	00003801			
50	NaviLine Cash Receipts Lockbox Interface Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	519.84	519.84
Contract No.	00007121			
52	Rec Trac Interface to CR Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	144.20	144.20
53	Navi - RecTrac Interface to GM Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	144.20	144.20
Contract No.	070845-1			
5	Naviline - Asset Management I Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,120.83	3,120.83
6	NAVI - Cash Receipts Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,293.59	3,293.59
7	SSP NAVI - Cash Receipts Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	0.00	0.00
8	NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	12,951.44	12,951.44
9	SSP NAVI - GMBA w/Extended Reporting Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,719.80	2,719.80
10	NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	7,774.21	7,774.21
11	SSP NAVI - WorkOrders/Fac Mgmt. Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,632.59	1,632.59
12	NAVI-PURCHASING INVENTORY Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	7,116.60	7,116.60
13	SSP NAVI-PURCHASING INVENTORY	1.00	1,494.49	1,494.49

Page Total 41,230.06

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1	1681LG	City of Joplin		USD	NET30	30/Oct/2016

No	SKU Code/Description/Comment	Units	Rate	Extended
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
14	NAVI-Accounts Receivable Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	4,580.94	4,580.94
15	SSP NAVI-Accounts Receivable Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	961.95	961.95
16	Naviline Special Assessments Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	835.94	835.94
17	NAVI - Loans Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,641.56	2,641.56
18	NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	7,601.44	7,601.44
19	SSP NAVI-Payroll/Personnel Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,596.30	1,596.30
20	NAVI - Applicant Tracking Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,304.73	3,304.73
21	NAVI-Fleet Management Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	6,269.53	6,269.53
22	NAVI - Planning/Engineering Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	5,405.72	5,405.72
23	SSP NAVI - Planning/Engineering Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,135.20	1,135.20
24	Naviline-Land/Parcel Management Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,421.76	3,421.76
25	SSP NAVI-Land Management Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	0.00	0.00
26	NAVI-Building Permits Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	4,363.58	4,363.58
27	SSP NAVI-Building Permits	1.00	916.59	916.59

Page Total 43,035.24

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1	1681LG	City of Joplin		USD	NET30	30/Oct/2016

No	SKU Code/Description/Comment	Units	Rate	Extended
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
28	NAVI - Business Licenses Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,284.89	2,284.89
29	SSP NAVI - Business Licenses Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	479.83	479.83
30	NAVI-Code Enforcement Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,304.73	3,304.73
31	SSP NAVI-Code Enforcement Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	694.23	694.23
32	NAVI-DMS - Document Management Services Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
33	QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	10.00	334.38	3,343.80
34	SSP Naviline - Asset Management I Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	551.21	551.21
35	Procurement Card Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,240.31	2,240.31
36	SSP Procurement Card Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	470.46	470.46
37	SSP Naviline Special Assessments Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	175.54	175.54
38	SSP NAVI - Loans Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	554.73	554.73
39	SSP NAVI - Applicant Tracking Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	693.98	693.98
40	SSP NAVI-Fleet Management Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,316.61	1,316.61
41	SSP Automated Fuel System Interface	1.00	0.00	0.00

Page Total 17,213.75

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1681LG	City of Joplin		USD	NET30	30/Oct/2016

No	SKU Code/Description/Comment	Units	Rate	Extended
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
42	SSP NAVI-DMS - Document Management Services	1.00	0.00	0.00
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
43	Automated Fuel System Interface	1.00	1,159.16	1,159.16
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
44	SSP QRep Catalogs for GM,MR,CR,PI,PR,FA,LX,OL,CE,PZ	10.00	0.00	0.00
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
	Contract No. 100724			
45	Human Resources	1.00	4,770.41	4,770.41
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
46	QRep Administrator	1.00	347.78	347.78
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
47	QRep Catalogs for HR, KA	2.00	345.52	691.04
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
	Contract No. 100724-1 Amend 2			
54	NaviLine Click2Gov3 - Core Module	1.00	1,255.57	1,255.57
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
55	NaviLine Click2Gov3 - Customer Information System Module	1.00	875.50	875.50
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
56	NaviLine Click2Gov3 - Applicants	1.00	551.05	551.05
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
	Contract No. 111420			
48	Automated Fuel System Interface (Petrovand)	1.00	1,192.60	1,192.60
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
	Contract No. 120647			
49	NAVI - Customer Information Systems	1.00	12,026.32	12,026.32
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
	Contract No. 9709051			
1	HGE Client Licenses	1.00	197.07	197.07

Page Total 23,066.50

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 1681LG	City of Joplin		USD	NET30	30/Oct/2016

No	SKU Code/Description/Comment	Units	Rate	Extended
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
2	QRep Administrator	1.00	330.39	330.39
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
3	QRep End User	9.00	330.39	2,973.51
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
4	Retrofit Modification Option	9.00	100.00	900.00
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			

Page Total 4,203.90

Remittance: SunGard Public Sector
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	128,749.45
Sales Tax	0.00
Invoice Total	128,749.45
Payment Received	0.00
Balance Due	128,749.45

SUNGARD PUBLIC SECTOR

1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
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Invoice

Company	Document No	Date	Page
LG	126397	27/Sep/2016	1 of 6

Bill To: City of Joplin (OSSI)
602 S. Main Street
JOPLIN, MO 64801
United States
Attn: Mark Morris 417-624-0820

Ship To: City of Joplin (OSSI)
303 E. 3rd Street
JOPLIN, MO 64801
United States
Attn: Mark Morris

Customer Grp/No.		Customer Name	Customer PO Number	Currency	Terms	Due Date
1	5859LG	City of Joplin (OSSI)		USD	NET30	27/Oct/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
	Contract No. 080886			
1	OSSI Base Computer Aided Dispatch System Tier-2 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	9,650.04	9,650.04
2	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	5.00	782.44	3,912.20
3	ONESolution CAD Map Display and Map Maintenance Software License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	902.82	902.82
4	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	7.00	300.94	2,106.58
5	OSSI Alpha Numeric Paging Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
6	OSSI Interface to Pagegate Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	200.62	200.62
7	OSSI Station Toning Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
8	OSSI Rip and Run Printing/Faxing Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
9	OSSI E911 Interface Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
10	OSSI Firehouse RMS Interface Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
11	OSSI Medical PROQA Interface Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,103.43	1,103.43
12	OSSI Map Converter Software Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	702.19	702.19
13	OSSI Client Base Records Management System -75 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	19,349.14	19,349.14
14	OSSI RMS Map Display and Pin Mapping License -75 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,674.99	2,674.99

Page Total 46,119.16

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1 5859LG	City of Joplin (OSSI)		USD	NET30	27/Oct/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
15	OSSI Basic Accident Module - 75 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,159.16	1,159.16
16	OSSI Bar Coding Server License - 75 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,515.83	1,515.83
17	OSSI Bar Coding Hand-Held Client License (Each) Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	284.22	284.22
18	OSSI Accident Wizard Base Server License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	891.66	891.66
19	OSSI Accident Wizard Workstation License Client Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	158.00	26.75	4,226.50
20	OSSI Calls for Service Module - 10 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	356.67	356.67
21	OSSI Property and Evidence Module - 10 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,159.16	1,159.16
22	OSSI Racial Profiling Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	891.66	891.66
23	OSSI Training Module - 10 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	802.49	802.49
24	OSSI Police to Police Internet Data Sharing Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	0.00	0.00
25	OSSI - Interface to InCode Courts System Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,337.50	1,337.50
26	OSSI Interface from Incode Courts to Pistol Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,783.33	1,783.33
27	OSSI Base Mobile Server Software Client - up to 150 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	8,426.24	8,426.24
28	OSSI Review Module for Field Reporting - up to 100 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	4,904.16	4,904.16
29	OSSI MCT Client for Digital Dispatch	113.00	177.44	20,050.72
			Page Total	47,789.30

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1 5859LG	City of Joplin (OSSI)		USD	NET30	27/Oct/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
	Maintenance Start: 01/Nov/2016, End: 31/Oct/2017			
30	OSSI Mobile Client Maps Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	113.00	35.67	4,030.71
31	ONESolution MFR Client Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	113.00	177.44	20,050.72
32	OSSI - MFR Client - Accident Reporting - 113 & 35 moblan Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	148.00	89.17	13,197.16
33	OSSI - MFR Client Citation Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	50.00	89.17	4,458.50
34	OSSI - MFR Client - Racial Profiling Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	50.00	35.67	1,783.50
35	OSSI - MFR Client - MOBLAN Version Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	35.00	89.17	3,120.95
36	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	16.00	60.18	962.88
37	OSSI's Integrated Messaging Software Switch Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	4,012.49	4,012.49
38	OSSI - MCT Interface to Firehouse Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,504.69	1,504.69
39	OSSI AVL Server Host License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	7,021.86	7,021.86
40	OSSI Client AVL Mobile License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	113.00	26.75	3,022.75
41	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	8.00	401.26	3,210.08
42	OSSI Client Jail Management System Module - 15 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	5,350.00	5,350.00
43	OSSI State Livescan Interface Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,515.83	1,515.83
			Page Total	73,242.12

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Customer Grp/No.	Customer Name	Customer PO Number	Currency	Terms	Due Date
1 5859LG	City of Joplin (OSSI)		USD	NET30	27/Oct/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
44	OSSI Client Mugshot Display Software License - 100 Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	5,350.00	5,350.00
45	OSSI Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	980.84	980.84
46	OSSI Subsequent Mugshot Capture Station Software Only Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	624.17	624.17
47	OSSI JMS Vine Interface Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	267.49	267.49
48	OSSI - OPS CAD Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,120.83	3,120.83
49	OSSI - OPS RMS Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,120.83	3,120.83
Contract No. 090865				
50	OSSI - Intelligence Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,337.50	1,337.50
51	OSSI - Link Analysis Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	2,229.17	2,229.17
52	OSSI Animal Control Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,337.50	1,337.50
53	Gang Profile Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,337.50	1,337.50
54	OSSI Notification Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	3,388.32	3,388.32
Contract No. 091058				
55	OSSI Multi Jurisdictional Dispatch Option Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,203.75	1,203.75
56	OSSI Multi-Jurisdictional JMS Option Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	980.84	980.84
Contract No. 091380				

Page Total 25,278.74

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1	5859LG	City of Joplin (OSSI)		USD	NET30	27/Oct/2016

No	SKU Code/Description/Comments	Units	Rate	Extended
57	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	6.00	782.44	4,694.64
58	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	6.00	300.94	1,805.64
59	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	6.00	60.18	361.08
60	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	6.00	401.26	2,407.56
Contract No. 130701				
61	OSSI CAD to CAD Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,188.22	1,188.22
62	OSSI - MCT Switch to Switch Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	1,188.22	1,188.22
Contract No. 140092				
63	OSSI Additional CAD Console License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	2.00	744.75	1,489.50
64	ONESolution Additional CAD Map Display & Map Maintenance Client License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	2.00	381.92	763.84
65	OSSI - LAN Client License for Message Switch Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	2.00	57.29	114.58
66	ONESolution CAD Client AVL License Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	2.00	381.92	763.84
Contract No. 150122				
67	OSSI - QuarterMaster Module Maintenance Start: 01/Nov/2016, End: 31/Oct/2017	1.00	461.45	461.45
			Page Total	15,238.57

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No	SKU Code/Description/Comments	Units	Rate	Extended

Remittance: SunGard Public Sector
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

Inquiries: Accounts.ReceivableLG@SunGardPS.com

Subtotal	207,667.89
Sales Tax	0.00
Invoice Total	207,667.89
Payment Received	0.00
Balance Due	207,667.89

COUNCIL BILL NO. 2016-525 ORDINANCE NO.

AN ORDINANCE amending Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to implement certain fee changes; and setting a date when this Ordinance shall become effective.

WHEREAS, the State passed Section 57.955 RSMo relating to the retirement fund of county sheriffs; and,

WHEREAS, the Council of the City of Joplin desires to comply with State Statute and collect the established fee for the retirement fund of county sheriffs.

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

Section 1. That Section 42-35, Court costs and other fees, of Article II, Municipal Court, Division I, Generally, of Chapter 42, Courts, be amended by the addition of subsection (j) which shall read as follows:

"Sec. 42-35. Court costs and other fees.

. . .

(j) In addition to all other court costs described in this section, an additional surcharge of $3.00 shall be assessed in every case disposed of by a plea of guilty or a finding of guilty and deposited in the Sheriffs' Retirement Fund as described in RSMo 57.955. No fee as described in this subsection shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court.

. . . . "

Section 2. That this ordinance shall become effective on January 1, 2017.

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

_____ day of _____, 2016.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: NOVEMBER 7, 2016

ITEM: COUNCIL BILL NO. 2016-525
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

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

INTRODUCTION:

This Council Bill complies with State Statute and assesses a new fee on behalf of the Sheriffs' Retirement Fund.

DISCUSSION:

The State passed Section 57.955 RSMo relating to a fee for the retirement fund of county sheriffs. This section states that in every court case with a guilty plea or a finding of guilt, an additional charge of three dollars ($3.00) shall be assessed for the Sheriffs' Retirement Fund.

Section 57.955 provides:

57.955. 1. There shall be assessed and collected a surcharge of three dollars in all civil actions filed in the courts of this state and in all criminal cases including violation of any county ordinance or any violation of criminal or traffic laws of this state, including infractions, but no such surcharge shall be assessed when the costs are waived or are to be paid by the state, county or municipality or when a criminal proceeding or the defendant has been dismissed by the court. For purposes of this section, the term "county ordinance" shall not include any ordinance of the city of St. Louis. The clerk responsible for collecting court costs in civil and criminal cases, shall collect and disburse such amounts as provided by sections 488.010 to 488.020*. Such funds shall be payable to the sheriffs' retirement fund. Moneys credited to the sheriffs' retirement fund shall be used only for the purposes provided for in sections 57.949 to 57.997 and for no other purpose.

This ordinance change complies with state statute in assessing and collecting this fee. The collections will be sent to the State to be deposited in the Sheriffs' Retirement Fund. The fee assessment will begin on January 1, 2017.

RECOMMENDATION:

Staff recommends this Council Bill be approved on first reading.