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Governor

Catherine F. Brown
Director

Sarah H. Steelman
Commissioner

State of Missouri
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April 13, 2017

Sam Anselm, City Manager
City of Joplin
602 S. Main St.
Joplin, MO 64801

Re: Letter of Intent

Dear Mr. Anselm:

This letter outlines the material terms and conditions for the proposed exchange of properties by the State of Missouri, Office of Administration, Division of Facilities Management, Design and Construction ("FMDC" or "the State") and the City of Joplin, Missouri ("the City"). The State owns property located at the corner of S. Wall Avenue and W. 8th Street in Joplin, which presently contains a parking lot for the Joplin Job Center. The City owns property in the 700 block of South Wall Ave adjacent to the Joplin Job Center, which is currently a vacant lot. The proposed terms and conditions for the exchange of such properties are as follows:

- The City will construct a newly paved parking lot and sidewalks on the City's vacant property adjacent to the Job Center prior to the exchange, at the City's own expense.

- The City will hire professional architects and/ engineers to prepare and seal the construction drawings for the parking lot, and the City will submit said drawings to FMDC for review and approval.

- FMDC will have the ability to conduct inspections during the construction of the parking lot and upon substantial completion, providing a punch list to the City for correction as needed.

- The City's contract for construction of the parking lot must provide a general guarantee of the construction for one year and the City will assign its right to recover against contractor to the State upon transfer of the properties.

- After the construction of the parking lot is completed, the City will convey the property to the State by general warranty deed and the State will simultaneously convey its property located at S. Wall Avenue and W. 8th Street to the City by quit claim deed, to include any existing deed restrictions.

- The exchange of properties will occur within 30 days of substantial completion of the parking lot, or as otherwise agreed by the parties, and shall occur no later than July 1, 2018.

- The exchange of properties is contingent upon approval by the U.S. Department of Labor, which is subject to the City obtaining two appraisals for the City property located in the 700 block of South Wall and obtaining the projected cost of improvements for the parking lot to be paved.

The terms of the exchange will be more particularly set forth in an agreement to be approved by both parties. The terms of any future agreement between the parties will supersede the terms and conditions contained in this letter. The terms contained in this letter are not comprehensive and it is anticipated that additional terms may be added and the existing terms may be changed or deleted.

If the foregoing terms are acceptable, please acknowledge the City's agreement by signing and returning to us one copy of this letter. If revisions to the proposed terms and conditions are required, please provide the proposed revisions in writing. Upon acceptance of these terms by the City, a formal agreement will be sent to you for signature.

Sincerely,

Cathy Brown, Director
Division of Facilities Management,
Design and Construction

ACCEPTED AND APPROVED this _____day of _____, 2017

CITY OF JOPLIN

By: _____

Name: _____

Title: _____