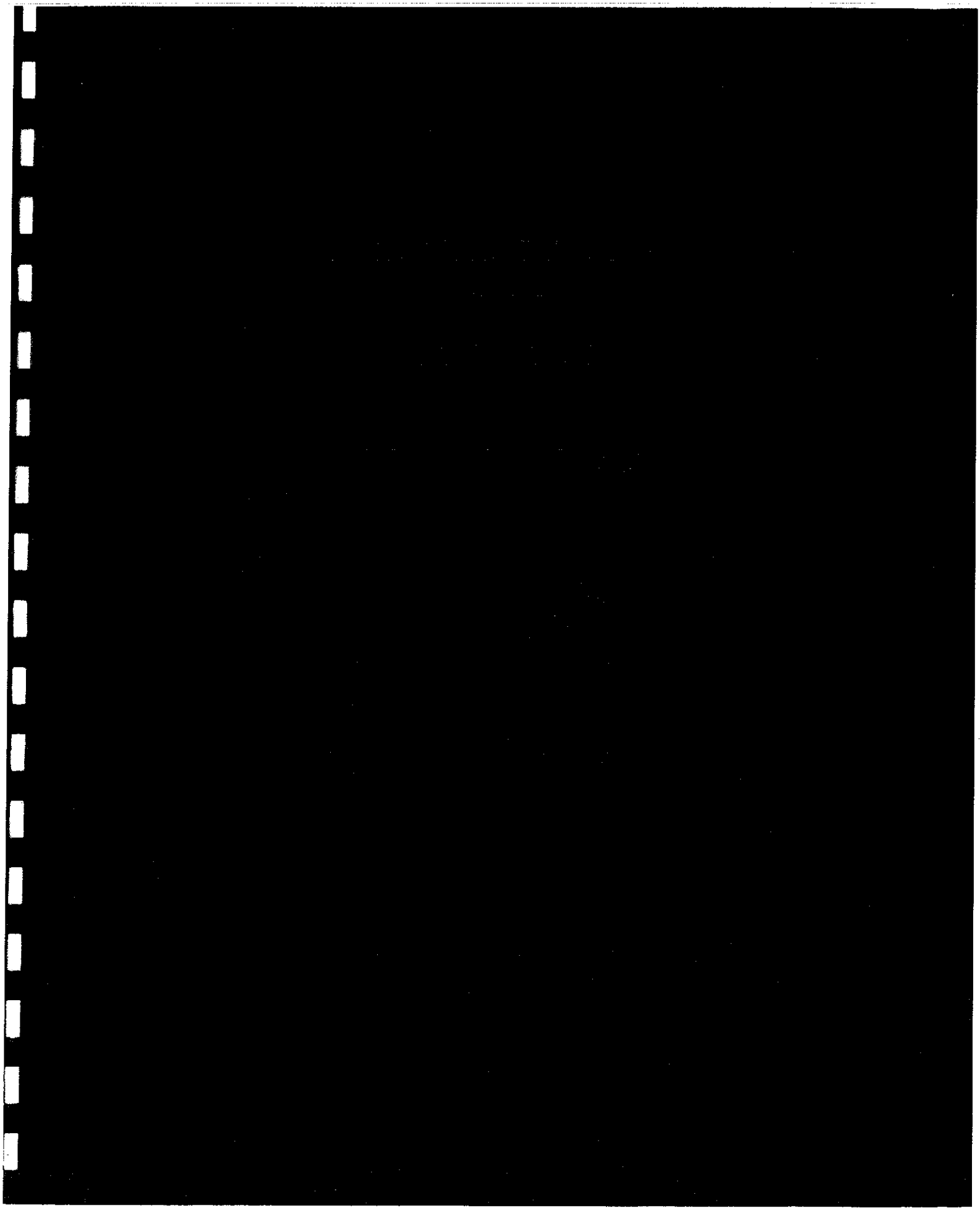


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I. Introduction.

Attorney Thomas E. Loraine was hired on or about October 17, 2013, to perform a critical investigation by the City of Joplin. Reasonable effort was to be made to complete the investigation by December 31, 2013. As of December 31, 2013 all investigative interviews were complete under oath of 51 witnesses. Hundreds of pages of Exhibits were submitted and reviewed. A list of the Exhibits is contained in this report in **Attachment A** (LIST OF ALL EXHIBITS); hereto those documents in total are retained under separate cover.

II. Issues developed by investigation

A1. The conduct of Mayor or Pro Tem Scearce involving lease of a building to an individual, Mr. Ken Lovett, later convicted of "bookmaking".

A2. The facts and circumstances surrounding the release of information related to conduct of Mr. Scearce including, but not limited to a hand written "note" in Mr. Rohr's handwriting.

B. The facts, circumstances, ethical considerations, ethical considerations surrounding Council Member Woolston with Charlie Kuehn/Four State Homes, its subsidiaries, related entities, and the City's Master Developer, Wallace Bajjali, with respect to purchase, sale, or leasing of real estate for current or future developments.

C. Manager Rohr's management conduct.

III. Witnesses interviewed

The following witnesses were interviewed in the following order. Witnesses were questioned and answers recorded before a certified legal court reporter under oath. In the case of City employees, the Garrity Warning was received and waived signed by a document.

At all times discussed during the interview, City Manager Rohr, City Attorney Head, and both Council Members Scearce and Woolston were empowered in the positions they presently hold for the City of Joplin.

JOPLIN CRITICAL INVESTIGATION WITNESS LIST

November 5, 2013 -

Brian W. Head
Mark Rohr
Barbara Hogelin
Lane Roberts

November 6, 2013 -

William Scearce
Leslie Haase
Mike Woolston
Dan Pekarek
Chris Cotten
Charles Kuehn
Benjamin Rosenberg

November 7, 2013 -

Melodee Colbert-Keen
Barbara Hogelin
Gary Shaw
Jack N. Golden
Brian Head

November 14, 2013 -

Jim West
Nancy Morton
David Allgood
Morris Glaze
Alisha and Dustin Brigance
Daniel Johnson

November 15, 2013 -

Gary Shaw
Ron Darby
Mitchell D. Randles
David Hertzberg
Gary Box
Jack Schaller
Michael Seibert

November 19, 2013 -

Leslie Haase
Jennifer McKeough
Randy Bell
Jacob Skouby

November 20, 2013 -

Richard Russell
Charles Sorenson
Phil Stinnett
Harold Lee McCoy
Gary Duncan
Leslie Haase
Steve Curry
Dave Lewis
Vicki Coots

December 4, 2013 -

Jerry Calvin
Tim Parker

December 5, 2013 -

Charles Hartley
Becky-Brill-Pinson

December 17, 2013 -

Lynn Onstot
Steven Cope
Tim Parker
Dana and William Parker

January 28, 2014 -

Mark Rohr
Mike Woolston

IV. Documents reviewed

A. The documents listed on **Attachment A** (list of Exhibits) were either volunteered by the above named witness, or requested from the witness by the Investigator.

B. **Attachment B** (under separate cover) consists of the texts of all municipal and state laws reviewed by the Investigator:

1. The Joplin City Charter, Art. II

2. Sections 99.820, 105.454, 105.470, 105.473, and 353.060 of the Revised Statutes of Missouri.

3. City of Joplin Purchasing and Procurement Policies and Procedures – effective April 19, 1999.

C. **Attachment C** is a copy of Mr. Genesio's request for information from the FBI.

V. Factual Findings

A. Mr. Scearce ethical and legal issues

1. Gambling

To begin this inquiry, I interviewed Mr. Scearce. Mr. Scearce attended the interview with his attorney, Mr. Genisio. I explained to the Attorney that I would not allow interruption or objections during my questioning. Mr. Genisio agreed to the terms and complied.

Mr. Scearce admitted that he had answered inartfully asked questions by the newspaper reporter, giving coy responses, and not elucidating omissions in the dialogue. His comment to me was that he was under no oath to answer reporters completely.

Mr. Scearce admitted that shortly after the rental of a satellite building to a known bookie, Mr. Scearce learned that illegal betting was occurring. He reported this matter to his attorney who advised him to ignore the issue and not get involved, which advice Mr. Scearce followed. **William Scearce Tr. P13:L17-20, P14:L7-16.**

This matter occurred 20-25 years ago. Mr. Scearce claims he never became involved in any of the activity of the bookie and did not himself place bets with Mr. Lovett. **William Scearce Tr. P13:L8-10, P16:L17-25.**

According to a statement made to this investigator over the phone, the former convicted bookie, Mr. Lovett, would provide testimony that would totally exonerate Mr. Scearce. When I asked him to do so, he agreed and later after discussing the proposed testimony was advised by his Attorney not to attend the scheduled interrogation with the undersigned.

I have conferred with Nancy Morton, who confirmed both Mr. Scearce's and Mr. Lovett's statements, that Bill Scearce knew Mr. Lovett was a bookie, but that Bill Scearce had never been involved in the gambling activity of Mr. Lovett. **Nancy Morton Tr. P10:L19-22.**

Nancy Morton had been Mr. Scearce's personal secretary when Mr. Scearce had rented to Mr. Lovett. **Nancy Morton Tr. P6:L14-21.**

To further inquire as to any information about Mr. Scearce's alleged involvement with gambling, I had requested interviews of the following:

Mr. Rohr, Editor Carol Stark, Chief James Altic of Seneca Police Department, a former Joplin City Policeman and Chief Lane Roberts.

Mr. Rohr stated his only knowledge of the matter came from Lane Roberts orally, which was memorialized on a sticky note, that was later stolen from his desk. **Mark Rohr Tr. 11/5/2013 P22:L12-18, P23:L19-25, P24:L1-15.** The information was discussed with Editor Carol Stark of the Joplin Glove.

I requested an interview with Editor Carol Stark and she orally refused to discuss the issue with the undersigned. Additionally, Chief Altic of the Seneca Police Department refused to be interviewed by me. He did tell me to contact Mr. Stewert, the general counsel of the K.C. Division of the FBI for release of the information.

In addition, I have confirmed that the FBI General Counsel, Robert Stewert @ (816) 512-8611 knows of no active investigation on Mr. Bill Scearce.

Mr. Stewert suggested that the prior request by the City Attorney, Brian Head, for this report could be expedited only two ways. The first, a lawsuit under the Freedom of Information Act, or a request for 302 report by William Scearce for a copy of this investigation.

I have officially requested William Scearce to make such a request to assist this investigation. Mr. Genisio has filed for this information from the FBI for Mr. Scearce. Copy of said request is attached hereto as **Attachment C**.

Chief Lane Roberts said he could not discuss the matter of Scearce's statements in the FBI 302 report with me because he thought there might be a continuing investigation. When I said I could force him to reveal his information he said he was nearing retirement and he would refuse to do so. **Lane Roberts Tr. P16:L14-18, P17:L16-22, P18L5-7, P19:L3-8.**

2. "Sticky Note"

As noted above, Mr. Rohr may have shared the information he received from Chief Roberts with the local newspaper editor, given his admitted conversations with her and the fact that her name appears on the note. **Mark Rohr Tr. 11/5/2013 P13:L12-25, P15:1-17, Exhibit 1.**

He named individuals that had access to his office. **Mark Rohr Tr. 11/5/2013 P7:L15-24, Exhibit 12.**

After discovering how the note became known to Mr. Scearce, I did not pursue investigations with the individuals that Rohr had suggested had access to his office.

Mr. Head testified he had received the "sticky note" from an employee, Becky Brill-Pinson. **Brian Head Tr. 11/5/2013 P8:L22-25, P9:L1-22, Exhibit 1.**

Mr. Head's comment that he had presented the note about Mr. Scearce to Mr. Scearce was confirmed to be true by Mr. Scearce. **Brian Head Tr. 11/5/2013 P15:L22-25, P16:L1-6; William Scearce Tr. P19:L3-9.**

I then interviewed Ms. Brill, (now Brill-Pinson) and she confirmed finding the "sticky note" in the hall by the elevator near the Men's restroom. **Becky Brill-Pinson Tr. P6:L5-10.** Ms. Brill-Pinson recognized the handwriting in the note as that of Mr. Rohr and attempted to find him. Since he was not available and because the FBI was referred to in the note she gave the note to the city attorney, Brian Head. **Becky Brill-Pinson Tr. P6:L21-25, P7:L1-13.** Becky Brill-Pinson also made reference to her fear of reprisal against her brother, who works for a friend of Mr. Rohr. See facts supra in this report. **Becky Brill-Pinson Tr. P11:L5-25, P12:L1-2.**

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B. Issues Presented For Investigation – Mr. Woolston

The facts, circumstances, and ethical and legal considerations surrounding Council Member Mike Woolston, Charles Kuehn, owner-operator of Four States Homes, its subsidiaries and related entities, and the City of Joplin's chosen master-developer, Wallace-Bajjali.

The investigation conducted on Mr. Woolston has revealed that Mr. Woolston has received fees on only one transaction to which he admits. **Mike Woolston Tr. 11/6/2013 P7:L8-16.**

The other transactions received and purchased by the 353 holding company he has not received money fees. See **Exhibit 5** submitted by Woolston under oath.

Deposition testimony of City Attorney, Brian W. Head:

Mr. Head's deposition reads as follows in Volume I at pages **Brian Head Tr. 11/5/2013 P33:L22-25, P34:L1-8.**

Q: Now who determined the method of purchasing the property?

A: In what regard?

Q: Setting up the entire program with Wallace-Bajjali?

A: **That was largely negotiated between the City Manager and the folks at Wallace-Bajjali, although once the basic structure was determined when we were given marching orders we did create a Land Bank agreement between the City, the Redevelopment Corporation, and Wallace-Bajjali.**

Mr. Head added that the agreement was drafted by a law firm from St. Louis. **Brian Head Tr. 11/5/2013 P34:L14-17**, and that he was not involved nor invited to the initial negotiations between the City Manager and Wallace-Bajjali. **Brian Head Tr. 11/5/2013 P35:L1-2, P35:L13-21.** Mr. Head admitted that the City Manager had no legal background and that no outside counsel was consulted by the City regarding any legal or ethical considerations. **Brian Head Tr. 11/5/2013 P38:L14-17.** Most telling for the present investigation is Mr. Head's statement: **"I don't know that the 353-in hindsight it feels to me like we created a whole lot more hoops for ourselves than we needed to when a lot of this could have been done directly by the City. Brian Head 11/5/2013 Tr. P37:L6-10.**

Mr. Head's reference to "the 353" is what eventually became the Joplin Redevelopment Corporation (JRC) organized under Section 353.060 RSMo., which statute reads in pertinent part as follows:

> An urban redevelopment corporation shall operate under this chapter on one or more redevelopment projects pursuant to an authorized development plan, and with respect to each such project shall have such rights, powers, duties, immunities and obligations, not inconsistent with the provisions of this law, as may be conferred upon it by city ordinance duly enacted by the legislative authority of a city affected by this chapter which is authorizing or has authorized such plan; **provided, however, that no such rights or powers, except those previously granted, shall be granted by any governing authority to any urban redevelopment corporation after August 13, 1982, unless the governing authority shall hold a public hearing for the stimulation of comment by those to be affected by any such grant and shall determine thereafter that the area covered by the plan is blighted;...**

According to City Attorney Head and Councilman Woolston, **Exhibit 5** is a list provided by Councilman Woolston to this investigation which purports to be closing dates and addresses of properties purchased by Four States Homes and or Charles Kuehn (owner of Four States Homes). **Brian Head Tr. 11/5/2013 P25:L21-25; Mike Woolston Tr. 11/6/2013 P6:L3-9.** Councilman Woolston admitted to some involvement in the purchasing of the 19 properties listed on **Exhibit 5. Mike Woolston Tr. 11/6/2013 P7:L8-25, P8:L14-23.** However, neither he nor his employer, Pro 100 Realty, are listed as a buyer on **Exhibit 5. Exhibit 18A** is the Land Purchase Summary as of October 31, 2013, of the Joplin Redevelopment Corporation. All of the properties listed on **Exhibit 5** are also listed on **Exhibit 18A**, save the properties purchased by Jennings/Brown. The question arises: why did Wallace-Bajjali have a contract with the Joplin Redevelopment Corporation to acquire property for the City and to receive a substantial fee for acquiring such property **and did receive a substantial fee for acquiring such property** when the property was actually acquired by Four State Homes or its owner, Charles Kuehn? Councilman Woolston admitted to entering a working relationship with Charles Kuehn within "a couple of months after the tornado." **Mike Woolston Tr. 11/6/2013 P25:L2-5.** Mr. Kuehn declined to offer any information regarding his business dealings with Councilman Woolston. Mr. Kuehn's deposition, in relevant part, reads as follows:

Charles Kuehn Tr. P6:L11-21

Q: What did you think we were talking about?

A: Just land purchases that Mr. Woolston has purchased for me, or as a—

Q: Well, I think this covers that.

A: It covers a lot more.

Q: Yes, it does.

A: So I'm going to elect to leave and if we want to talk any further I'll bring my attorney because that is not what I understood that Mr. Woolston was being investigated for all of that.

Mr. Kuehn twice declined to cooperate in this investigation. It must be noted that **Exhibit 18A** at Resolution 2013-017 through Resolution 2013-029 inclusive all purport to have the Joplin Redevelopment Corporation purchase property directly from Four States Homes, and yet Wallace-Bajjali received its standard finders fee for each of these transactions: $2026.00 for 1802 Delaware; $11647.00 for 1811 Delaware; $10551.00 for 1811.5 Delaware; $1522.00 for 1820 Delaware; $1652.00 for 1825 Carolyn Place; $1363.00 for 1830 Delaware; $1524.00 for 1831 Carolyn Place; $1488.00 for 1840 Delaware; $2020.00 for 1901 Carolyn Place; $1909.00 for 1907 E. 19th; $5020.00 for 1919 E. 20th; $11654.00 for 1921 E. 20th; and last but not least, $8524.00 for 2203 E. 20th. Furthermore, each transaction used the Abbey Title Company and the Arvest Bank, owned by WalMart. In fact every transaction depicted in **Exhibit 18A** has Arvest Bank listed as the mortgagor. No effort was made in sharing the City's business with local community owned banks and title companies on bid.

According to Richard Russell, former Mayor and Councilman, title insurance services have not been bid. If they were to be bid, title insurance fees could have been reduced from an average of $4.00 per thousand dollars of insurance to .83 cents a thousand. **Richard Russell Tr. P14:L8-11.**

If Mr. Rohr bid this title work out, 79% of price actually paid for the title insurance could have been saved. Wallace Bajjali ignored this savings for political reasons. **Richard Russell Tr. P12:L16-17.**

Local residents, Dana and William Parker, deposed regarding Councilman Woolston's actions during the period just prior to a neighborhood meeting held in October, 2012, stating, "Most of the people lived-well, where they lived is where the movie theater is going and all that, the library, and they were concerned because Mike Woolston kept knocking on everybody's door wanting to sell their property, even if they'd already rebuilt, sell it so we can tear it down." **Dana and William Parker Tr. P7:L17-23.**

According to the Parkers, Mr. Woolston informed them that they were "stupid for rebuilding" and when he was asked by the Parkers why a grocery store was not planned for Sunset Ridge, "he told us at that time that those people were too important, we couldn't do that to them." **Dana and William Parker Tr. P8:L5-19.** The Parkers were further informed by Mr. Woolston that a park which had been deeded to the City "needs to come out." **Dana and William Parker Tr. P9:L2-5.** In short, Councilman Woolston appears to have conducted himself as a one man Redevelopment Corporation and one without a clue as to the statutory requirements of a 353 corporation. The Parkers further deposed that Councilman Woolston spoke to them about acquiring various lots for a party whose name he at first would not reveal, but eventually told them the party was Four State Homes which he highly endorsed as follows, "You know they build good stuff." **Dana and William Parker Tr. P25:L12-24.** Thus, according to the Parkers, Mr. Woolston was acting as an agent for Mr. Kuehn who was acting as an agent for Wallace-Bajjali who was billing the City big fees for finding property to develop. The actions of Mr. Woolston, Mr. Kuehn and Wallace-Bajjali lead the Parkers to conclude conflicts of interest, if not outright fraud was involved.

Residents Alisha and Dustin Brigance deposed that Mr. Woolston sent them a letter in July of 2012 stating that someone was interested in purchasing their property. **Alisha and Dustin Brigance Tr. P7:L20-23.** In referring to Mr. Woolston they stated, "He was working for Four State Homes to purchase an extremely large amount of property in our area." **Alisha and Dustin Brigance Tr. P7:L14-17.** The Brigances further deposed that there were at that time rumors of a movie theatre/library complex being planned for that area: "at 20th and Connecticut." **Alisha and Dustin Brigance Tr. P7:L14-15, P8:L1.** Mr. Woolston deposed that he had received a commission on the sale of 1825 Connecticut. **Mike Woolston Tr. 11/6/2013 P7:L8-16.** The Brigances further stated in their deposition that the only person they had contacted regarding the sale of their property was their realtor. However, at a neighborhood meeting they were approached by Gary Box, a representative of Wallace-Bajjali. Mr. Box was shocked when they told him they were not selling because apparently Mr. Woolston had informed him otherwise. **Alisha and Dustin Brigance Tr. P17:L11-25, P18:L1-5.** The Brigances stated they wound up selling their property because Four State Homes had purchased all the surrounding property. **Alisha and Dustin Brigance Tr. P19:L7-9.** They also suggested that Mr. Woolston had not been honest with them because he had prior knowledge of the City's plans for the theatre/library complex. **Alisha and Dustin Brigance Tr. P44:L14-24.** They went so far to say that Mr. Woolston was "controlling the Prices". **Alisha and Dustin Brigance Tr. P45:L1.** It is interesting to note that their property was purchased by Charlie Kuehn in February 2013. As of December 31, 2013 Mr. Kuehn has not sold this property to

the 353 Corporation. This property is located at 1812 Delaware. See also **Exhibit 26** - Sales Contract, Charlie Kuehn, buyer and Mike Woolston, broker for Pro 100, Inc.

Tim Parker's deposition further supports the conclusion that Mr. Woolston and Mr. Kuehn were complicit in acquiring real property for the City directly or indirectly by acquiring it for Wallace-Bajjali. He referred to the Jasper County Beacon website which lists home sales. (Several pages of this website are contained in the Joplin Redevelopment Corporation Resolutions). He learned from the website that Mr. Woolston had purchased "numerous properties around Carolina Place...6 or 7 lots that he bought over there." **Tim Parker Tr. P6:L22-25, P7:L1-4.** He noticed later that the same properties were subsequently sold to the City of Joplin through the Joplin Redevelopment Corporation "for about three times their appraised value." **Tim Parker Tr. P7:L12-16.**

Based on the sworn testimony of residents of the city of Joplin, as well as that of the Joplin City Attorney and Councilman Woolston, and the exhibits referred to herein, it is not an understatement to conclude that Section 353.060 RSMo was not only violated but wholly disregarded. The actions of Mr. Woolston, Mr. Kuehn, and Wallace-Bajjali are unethical since they must be looked at as conspiratorial under the totality of facts. Further investigations should be engaged with complete fee disclosure to the City Council. All business should be stopped under the contracts between Wallace Bajjali and the City of Joplin. Further investigations should be considered.

Assuming arguendo, that Mr. Woolston has testified honestly that he has received no fees on the transaction purchases by the Joplin Land Development Corporation, what legal and ethical issues has he violated?

A very important aspect of ethical decisions is the appearance of certain events to the public. In the case of a Councilman like Woolston, with expertise in real estate matters, his potential contribution to city government knowledge is a vast reservoir for other council members and the public to rely upon in their decisions. Transparencies are crucial when the city officials are handling large sums of public money in the redevelopment of Joplin.

One must examine Mr. Woolston's actions carefully to realize the full impact of his actions and non-actions in the transparency of city government.

A review of Council votes reveal many abstentions on crucial votes on real estate matters by Councilman Woolston. Mr. Woolston readily admits this conduct in his testimony **Mike Woolston Tr. 11/6/2013 P22:L8-25 and Exhibit 8**. This conveys the extent of the collision between Mr. Woolston's personal and business interests.

This need for abstentions should place the public on notice that Mr. Woolston is involved in the matter personally and that the city cannot expect his best efforts because of his potential or real conflict of interest. This notice to be wary of his conduct in these conflicted matters tells the public bluntly, "do not rely on my judgment because I cannot give you the fiduciary obligations of my office". In other words, "you cannot rely on me to be fair because I have personal interests that I must protect." This conduct is destructive of a trust relationship if it is engaged in frequently. Mr. Stinnett agrees:

> Further, the frequency of saying "I have a financial interest", but he doesn't explain what the financial interest is..."I have voiced my opinion to all of them, that if you're going to abstain you should make it very clear to the public as to why..." **Phil Stinnett Tr. P10:L17-24.**
>
> "...and when money is involved it always brings out the bad side of everybody." **Phil Stinnett Tr. P11:L4-5.**

In addition, the public trust is deprived of any expertise Mr. Woolston's has acquired from past experiences. The knowledge he possesses was for many, a good reason to vote for him. These observations coupled with the following facts leads to the inevitable conclusion that Councilman Woolston has stepped over the boundary line of ethical standards.

Mr. Woolston admitted in his testimony that he is a business associate of Charles Kuehn in real estate and development matters.

Mr. Kuehn was asked to testify by the undersigned. **Charles Kuehn Tr. P6:L11-21** (see infra). Mr. Kuehn was given a second opportunity after consulting with his personal Attorney to state his position since the Council had requested me specifically to inquire as to this relationship with Mr. Woolston. He refused to testify a second time.

Additionally, Mr. Woolston and Mr. Box had significant participation in performing the due diligence in the initial hiring of the Wallace Bajjali firm. **Gary Box Tr. P12:L3-7, P15:L3-11; Benjamin Rosenberg Tr. P25:L2-11.** Now, Gary Box is the project manager for the Joplin office of the Wallace Bajjali Firm. **Gary Box Tr. P7:L9-14.**

Two requests were made by the investigator to question Mr. Wallace. Both resulted in cancellations. One at my office since Mr. Wallace was in Jefferson City and agreed to meet at Osage Beach. The second appointment scheduled in Joplin also resulted in no interview.

Mr. Woolston has admitted to regular participation in the zoning application process changing zoning from residential to commercial:

Mike Woolston Tr. 11/6/2013 P28:L1-8, P28:L21-25, P29:L1

Q. And of course as I understand your city, if you as an alderman talk with somebody in the Zoning Department trying to favorably impress them to make a decision you could be impeached for that?

A. I probably could. I talk with them frequently on Charlie's projects and other projects, but typically what I request is so that I understand what they need or understand the process. It's never to lobby for what he's doing. And frequently when I go down there I'll let them know that I'm there as a private member of the community as opposed to a Council member requesting information.

Q. But it also identifies to those zoning people or those people in the City that this is a project that you might be involved with and maybe they're going to treat it more gingerly?

A. Obviously they know that I'm a Council member and I worry about that on occasion because I'm sure that we as Council members get treated a little differently than any other private citizen when we go in making essentially the same request.

Do the employees at the Zoning Board notice that a Councilman who pays them has "some interest" in certain applications before them? What possible city purpose does this conduct serve by the Councilman?

There has been ample testimony from others that Mr. Woolston works very hard to acquire certain properties. **Dana and William Parker Tr. P12:L9-17; Jim West Tr. P7:L20-25; Alisha and Dusting Brigance Tr. P12:L4-11; Tim Parker Tr. 12/17/2013 P7:L1-10, P6:L22-25; Ben Rosenberg Tr. P12:L3-10.** Mr. Cortez has been approached four times by Mr. Woolston. **Jim West Tr. P8:L4-25, P9:L1-5; Jennifer McKeough Tr. P6:L13-20.**

"I'm just saying that he put himself in a position where there is questioning about all of those activities and the perception and the fact that he recuses himself frequently from voting is leading the public thinking that there is something there." "I don't know if there is or not, and that casts a shadow over the whole Council." **Phil Stinnett Tr. P9:L10-22.**

Mr. Phil Stinnett testified that as a former councilmember and Mayor, Woolston was operating contrary to conflict of interest laws.

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C. City Manager

Many of the witnesses interviewed were selected by the investigator, but witnesses also volunteered to be questioned in accordance with the tip line provided by the City or from knowledge acquired through the media.

It became evident to this Investigator from the testimony fairly quickly that the Council was divided into two camps, and the City Manager Rohr manipulated this problem and encouraged the state of division in the Council.

Richard Russell, former Mayor, has testified that the present problems of the Council is a result of the management style of City Manager. **Richard Russell Tr. P28:L4-11 and P30:L15-21**

The question was why and with what result on the City and its employees.

City Attorney Head related the divide that existed between his office and that of the City Manager office **Brian Head Tr. 11/7/2013 P6:L1-14, P9:L7-16.** Attorney Head opined that the City Manager Rohr does not know how to use his professional staff and at least part of the problem was his lack of experience at first with the professional staff the size of the City of Joplin.

The environment in which the city staff works is very stressed and hostile.

"It sounds like Mark created what would be termed a hostile work environment." "Yes." "Would you agree with that?" "Very much so." **Jerry Calvin Tr. P31:L2-7**

"He shoots from the hip completely when it comes to Human Resources." "The Human Resources Manual is just ignored." **Jerry Calvin Tr. P30:L6-8**

In fact, some employees under Mark Rohr feel "intimidation."

Charles Hartley Tr. P10:L11-19

A. I think there was always that implied, what's the word, intimidation.

Q. Intimidation?

A. Yeah.

Q. This is real, this intimidation?

A. Well, yes.

Q. What kind of environment is that to work under?

A. It sucks.

Charles Hartley Tr. P15:L2-6

A. I guess the most recent was our cleansing on the fourth floor.

Q. Tell me about that.

A. With David Hertzberg, Steve Cope, and ultimately Jack Schaller.

Charles Hartley Tr. P15:L9-16

A. ...what I saw constantly was David stressed out trying to meet Mark's deadlines, Mark's commandments. I saw Jack constantly fighting maybe even with David to try to keep things from happening that we could not afford or shifting of funds to do this one in front of this one.

Charles Hartley Tr. P16:L13-24

Q. I mean you can use whatever word you want. I mean certainly what you're saying is it was stressful for these three?

A. It was stressful.

Q. Stressful on anybody around?

A. Yes.

Q. Do you believe that it was proper supervision methods?

A. Not in my view, no.

Q. And that's what you meant by contrived, to get rid of these three guys?

A. Yes.

Charles Hartley Tr. P17:L12-18

A. The other two engineers I know are both seriously looking because they don't want to follow-up in the same mess.

Q. What are those gentlemen's names?

A. Dave Hunt...Dan Johnson.

Charles Hartley Tr. P21:L14-24

Q. So you don't look forward to coming to work like you used to before Mark?

A. No.

Q. Do you believe Mark is the cause of this environment?

A. ...I see the stress in David and Jack...and myself because their stress trickles down to the whole floor fourth floor...

Charles Hartley Tr. P22:L2-5

Q. You haven't really witnessed that...any time during your 40 years, except...for Mark Rohr?

A. Correct.

But, after 9 years of this problem, Attorney Head opines that the City Manager Rohr has other reasons for not relying on staff experts with professional licenses under Missouri law. These are more serious and insidious and will be examined later. This problem has surfaced with the opinions of other professionals holding licenses with the State. CPA Finance Director, Leslie Haase; Professional Engineers, Jack Schaller, David Hertzberg, Daniel Johnson, and others. **Leslie Haase Tr. 11/6/2013 P16:L5-6, P17:L1-20; David Hertzberg Tr. P16:L19-25; Daniel Johnson Tr. P38:L6-22.**

It also has surfaced that City Manager Rohr is very difficult to work under, continually creating an environment demeaning and hostile with intimidation and even fear in some employees. **Vicki Coots Tr. P8:L20-25; Jerry Calvin, Joplin Director of Parks and Recreation, Tr. P10:L18-25, P11:L1-19, P14:L2-13; David Hertzberg, Community Development Block Grant Project Manager, Tr. P16:L10-25; Steve Cope, former Building and Code Enforcement Supervisor for City of Joplin, Tr. P26:L1-20; Harold Lee McCoy, retired Public Works Director and Deputy City Manager of Joplin, Tr. P6:L9-19, P7:L12-20, P8:L16-25; Charles Hartley, Engineering Technician for City of Joplin, Tr. P10:L2-19; Becky Brill-Pinson, former Grant Coordinator for Joplin City Manager, Tr. P10:L1-11; Lynn Onstot, Public Information Officer for City of Joplin, Tr. P19:L20-25, P24:L1-24; Barbara Hogelin, Tr. 11/7/2013 P8:L4-19; Chris Cotten, Parks and Recreation Department, Tr. P6:L12-24; Steve Curry, Maintenance Supervisor with Parks and Recreation, Tr. P8:L4-25, P9:L1-5.** Even Lane Roberts calls the City Manager a bully. **Lane Roberts Tr. P44:L7-12.**

The other complaint voiced by Mr. Stinnett is, "that Rohr rules with intimidation." "In my opinion he decimated the Public Works Department, many, many city employees are just flat scared of him." "And I mean that's not really an offense...but, it's not in the best interest of our community either." **Phil Stinnett Tr. P13:L11-18.**

Mr. McCoy and Mr. Brian Head have testified that Rohr does not utilize his professional licensed staff in a productive and expected method. **Harold McCoy Tr. P6:L9-19; Brian Head Tr. 11/7/2013 P:10:L6-11.**

There is a more sinister side of City Manager Rohr. He is vindictive.

Leslie Haase Tr. 11/19/2013 P19:L14-25, P20:L1-2

A. Came to light that we stopped doing business with Goodyear and we were buying our fleet tires from Firestone. And my employee that was looking into that called to ask the Police Department – because remember she was looking in the garage and there were issues in the garage. So she just asked the Police Department why is the garage getting tires from Firestone and not Goodyear, and their answer was because the City Manager said not to use Goodyear anymore. And then he confirmed it.

Q. To you?

A. To me.

Mr. Charles Hartley stated people lost jobs because it was contrived by Mr. Rohr. **Charles Hartley Tr. P15:L20-25, P16:L13-24.**

Additionally, during the interviews under oath, there actually have existed violations of law by City Manager Rohr. One instance occurred as witnessed by former employee, Jack Schaller. As a professional Engineer, while working for the City of Joplin, he witnessed Mr. Rohr confront and physically push Mrs. Rohr in the lower level of the old City Hall.

Jack Schaller Tr. P23:L3-4, P23:L5

Q: And you're talking about screaming and yelling.

A: Yes, grabbing and shaking.

According to Harold McCoy, the people on second floor talk about seeing bruises on Ms. Rohr. **Harold McCoy Tr. P23:L2-3**

There also was an incident related by Lane Roberts that the Police Department attended a 911 call at the home of Mark Rohr. I have listened to the 911 tape and suggest the City Council do so if this issue is further explored by the City Council. Mr. Roberts relates that no charges were pressed against Mark Rohr because the witnesses involved in the incident recanted. **Lane Roberts Tr. P39:L3, P40:L12-13, P40:L15-18.**

In view of the evidence from Mr. Schaller's testimony, more credibility must be paid to the probable similar "bad act" at the time of the 911 call on Mark Rohr.

Also noted was testimony by Leslie Haase that the Police Chief was over paid for many months without any repercussions. He was allowed to repay with no reprimand in his personnel file according to Leslie Haase, the Finance Director, who is supervised directly by Mark Rohr. **Leslie Haase Tr. 11/20/2013 P7:L4-8.**

There are additional incidents testified about that may show Mark Rohr does not act in the best interests of the City. The first of these was the incident related by former City Council Member, Jim West and Councilman William Scearce, whereby the Goodyear account was taken away for tires to be purchased because the Manager at Goodyear did not do Mark Rohr a personal favor by moving him up in line for service on Mark Rohr's personal vehicle. **Jim West Tr. P18:L19-25, P19:L1-21; William Scearce Tr. P40:L2-21, P40:L23-25; Leslie Haase Tr. 11/19/2013 P19:L14-25, P20:L1-2.** Goodyear has better quality tires, service parts, and are cheaper. See **Exhibit 39**.

In addition, the account was moved without securing bids as are necessary by State law and City Code. Apparently nothing is bid out in the City according to Leslie Haase. This is required under City Code and under State law for all Municipal entities in Missouri. **See Section 99.820 RSMo; City of Joplin Procurement Policies effective April 19, 1999; General Provisions Section 15.09 and 2-50.**

I am attaching these requirements to this report as **Attachment B** (under separate cover). Mark Rohr is responsible to enforce the bid process under City Charter. The Department Heads are delegated this responsibility, but the Finance Director claims there is no time for these requirements and certainly no enforcement by City Manager Rohr.

Another area of irresponsible conduct was Mark Rohr's refusal to utilize City Attorney Head on an important critical negotiation stage, as evidenced in the beginning negotiation with Wallace Bajjali. **Brian Head Tr. 11/5/2013 P35:L18-25, P36:L1-11, P36:L17-25.** This has more recently occurred for the beginning negotiations with the minor league baseball team. **Brian Head Tr. 11/7/2013 P19:L12-22.** Rohr explained this failure to employ Attorney Head that Mr. Head makes negotiations more difficult. **Mark Rohr Tr. 11/5/2013 P49:L11-24.** The difficulty increases in the presence of an attorney because he is tending to legal and ethical needs that must be negotiated early. Former Mayor Russell agrees.

Russell also testified that Mr. Rohr has some very limited use of City Attorney on Wallace Bajjali matters. **Richard Russell Tr. P34:L16-24.**

According to credible evidence, there are two incidents that have been disclosed about Manager Rohr's decisions that lead to troubling results for the City of Joplin. The first of these involve what appears to be abandonment of the City interest in future payables in favor of Wallace Bajjali. **See Personnel File of Chris Cotten,**

Exhibit 20. This was related to me by City employee Chris Cotten. He stated that he had been creative and had initiated the first contact with the minor league baseball team. He was developing internal contacts as his job called for him to do. When Manager Rohr discovered this initiative, he was orally reprimanded and told to direct all his efforts in the future to Wallace company. He was later warned in writing and the reprimand was placed in his personnel file. This was verified by the Personnel Director, Mr. David Allgood. **David Allgood Tr. P16:L3-7. See Personnel File of Chris Cotten, Exhibit 20.**

The query is why refer internal developments of staff to Wallace, thus costing additional fees of Bajjali Company to the City. What motive drives this reasoning by Rohr.

The second incident involves building of a box culvert at the new firehouse. According to Daniel Johnson, a civil licensed engineer at the Public Works Department, Mr. Rohr cost the City approximately $125K to $150K by ignoring his professional engineers recommendations. Engineers, Daniel Johnson, David Hertzberg, and Jack Schaller were rebuked and their opinions were ignored to satisfy Mr. Rohr directives to build a box culvert. **David Hertzberg Tr. P25:L1-12, P25:L18-25, P26:L1-3; Jack Schaller Tr. P56:L2-25, P57:L1-20, P58:L9-19, P59:L17-25, P60:L1-9, P61:L10-20, P64:L4-19.**

Daniel Johnson Tr. P9:L4-25, P10:L1-3, P10:L7-9, P10:14-15, P10:L21-22, P10:L24-25, P11:L1-3; P11:L12-17, P11:L23-25, P12:L1-5, P12:L9, P12:L11-14, P12:L17-24, P13:L1-2, P13:L6-11, P13:L13-21

A. And he said what do we need to do here? Well, I said it's good news. We have an existing open ditch that runs diagonal across half of the property. That would normally be a hassle, but we don't even need that area. For maintenance we just put in a concrete bottom in the bottom of the channel, we put an outlet structure at the downstream end where the water goes in an existing culvert under the intersection. And the whole thing is totally open. And then we also remove even more of the dirt around it to make it into kind of a pond area and then we replant new grass. That way it's easy to mow, it was a pretty cheap project. I would say the outlet structure and the pipe maybe$20,000.00.

Q. That was what you had projected and suggested?

A. I would have made the same recommendation if it would have been a commercial project.

Q. Still lived up to your engineering standards?

A. Correct. At that point I looked over and I noticed Mitch Randles was in the meeting. Mitch Randles, the Fire Chief, and Jack Schaller, and there was

some other folks there, Dave Hunt was there, but Mitch looks over at Jack and he shakes his head and he says, you know he's not going to go for that. I'm telling you we've already met with Mark once he wants the whole thing smoothed off. I said, well, for one thing it wouldn't be meeting our standards and for another you are adding a tremendous amount of money to this project. They said we will take your recommendations to Mark, we just don't think he will go for it. And they said what would the cost be to put a culvert through there? I estimated I said just the cost of the materials alone would be $120,000.00, and as it turns out when it was bid out and we purchased the box culvert it was $100,000.00. That's just the cost of the box culvert. Well, it ended up to save money we used City forces. We still had to rent pieces of equipment that were big enough to handle that large box culvert.

Q. Can you give me a final cost in your estimate as you're sitting here today?

A. I would estimate it as roughly as $150,000.00.

Q. You could have saved the City, your employer,$150,000.00 by designing this area the way you intended to design it?

A. It would be about $125,000.00 because we're going to have to put in a concrete channel.

Q. I'm going to ask you to a reasonable degree of certainty within your profession. Was your standard that you had designed it, would it have been according to the standards that you understand you to be bound by?

A. The way I proposed to do it was within our standards, within meeting our own code.

Q. You said it was brought to Mr. Rohr. What then occurred?

A. At the end of the predevelopment meeting Jack and Mitch both said, look, we will try to get by with the open pond. And they came back and Jack said, okay, he wants us to put in the culvert.

The expenditures were not brought to the City Council according to research by Finance Director Haase. **Leslie Haase Tr. 11/20/2013 P24:L17-25.**

According to testimony of Harold McCoy, Mr. Rohr is managing City affairs negligently. **Harold McCoy Tr. P19:L4-23.**

Former Mayors, Phil Stinnett and Richard Russell agree. **Phil Stinnett Tr. P11:L15-25; Richard Russell P21:L24-25, P22:L1-17.**

In fact, Mr. Stinnett who serves on the 353 Board testifies that Mr. Rohr is not doing his job.

Mr. Stinnett's final opinion concerned the Master Developer. "I think the relationship between Mr. Rohr and the Master Developer needs to be pulled farther and farther apart." **Phil Stinnett Tr. P18:L25 and P19:L1-3.**

Stinnett testifies he serves on the 353 Board. "...there's a lot of potential problem activities there...Mr. Rohr should be at a distance away from all that to represent the Council as a safeguard as best he can under the circumstances." "I believe he's been told to do this now." **Phil Stinnett Tr. P19:L6-14.**

The consultant should be restrained and watched by the City Manager. **Phil Stinnett Tr. P20:L11-16.**

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VI. Legal Issues and Council Options

A. Scearce

Is there a legal basis for censure of Councilman Scearce? Based on investigative facts governed during the critical investigation there is no factual basis in fact for discipline of Councilman Scearce. There is no present evidence to support any illegal or unethical activity on Mr. Scearce.

The evidence supports Mr. Scearce's position and the allegation against him has been nonexistent by testimony:

The Editor of the Joplin Globe has refused to make a statement concerning knowledge she purportedly had about Mr. Scearce acting with any gambling activities. Similarly, people that had inside information about the FBI questioning of Mr. Scearce, to wit: Police Chief Lane Roberts and former City Joplin Policeman, James Altic, who is now Chief of City of Seneca, have refused to give any details of an alleged FBI report that lead to an indictment and conviction of Joplin "bookmaker" Lovett.

When offered to reveal facts that would support wrong doing by Mr. Scearce, both Lane Roberts and James Altic refused. Roberts allegedly swore secrecy required by the FBI. Any continuing investigation against Councilman Scearce was clearly disavowed by the General Counsel of FBI K.C. Division.

When I asked Mr. Scearce to request the original 302 report of his questioning about Mr. Lovett, Scearce agreed to request any record. He has done so in writing through Mr. Genisio inquiring to the FBI. See attachment attached hereto as **Attachment C**.

After consulting with the FBI General Counsel, I find no credibility in a theory of a continuing investigation on Mr. Scearce. If the Council of Joplin wishes to force Lane Roberts to testify or face discharge, I will pursue this matter. In light of the statement of FBI General Counsel and the passage of time without indictment, I believe Bill Scearce to be innocent of participating in gambling activities with Mr. Lovett. **Nancy Morton Tr. P10:L19-21; William Scearce Tr. P13:L8-10.** I also do not find any ethical violations have occurred in subsequent newspaper developments on this "non-story". Mr. Stinnett shares this opinion. **Phil Stinnett Tr. P6:L10-22.**

Phil Stinnett was a former Councilman from 1998 to 2010 and former Mayor from 2004-2006 for the City of Joplin. He testified that the allegations on Mr. Scearce "I do not believe that causes an ethics violation for him at this point in time." **Phil Stinnett Tr. P7:L2-14.**

Legal Conclusion: A public figure may sue for defamation when there is actual Malice under the former case of Sullivan vs. New York Times. ***N.Y. Times Co. v. Sullivan, 376 U.S. 254 (1964).***

When a known falsehood is knowingly perpetrated a libel suit may be brought by a public figure against a person that continues to perpetrate a falsehood.

In the opinion of the undersigned, continued pursuit of this issue without some proof against Mr. Scearce is to invite a defamation lawsuit. I can find no evidence that Mr. Scearce has committed crime or an ethical violation of his official duties as a City Member.

When the 302 FBI report arrives, I believe there will be no continuing investigations of Mr. Scearce. Mr. Scearce by requesting the questioning to which he was exposed, he certainly does not believe the investigation centered on himself.

Similarly, there is no evidence to support Mr. Scearce had any involvement in stealing the "sticky note" off of Mr. Rohr's desk or from his office.

B. Woolston, Wallace, Kuehn

There are several options the Council must consider regarding the results of the investigation.

These are divided into two groups. The first group are those options surrounding the actions involving councilman Woolston. The second group are those surrounding the Consultant Wallace and Mr. Kuehn.

Councilman Woolston must divest his interests or resign from the Council. The contract with Wallace Bajjali is very comprehensive in scope and existence. The City will need all of its expertise to watch and guard the public trust for the foreseeable future. A close and thorough monitoring of all aspects of the redevelopment of the City of Joplin will be a daunting task. A commitment of the entire staff, the City Council and the public will have to work to monitor the proposals of the consulting developers to insure a proper balance of the type projects that will be a fruitful and prudent investment to bring the best to the Joplin community. The public and private sector must complement each other to maximize the return.

Mr. Woolston has great expertise to offer, however he cannot gain personally or appear to gain from his own decisions with inside information. Mr. Woolston should register, as should Mr. Kuehn, as a local lobbyist under Mo. Rev. Stat. with the Ethics Commission. The law requires this disclosure to the public so all decisions are made in the light of day. **See Sections 105.470 and 105.473 RSMo.**

Neither of these gentlemen is presently registered as local lobbyists.

Mr. Woolston should voluntarily step down or should be forced to be removed from the City Council.

The Missouri Ethics Commission should be advised of these past appearances of improprieties to cleanse the City of suspicion by its public.

A third option is to investigate more fully the vast opportunity to receive exorbitant fees under the Wallace Bajjali contracts with the City of Joplin. Perhaps further investigations could force a "clean slate" so business can resume.

With the lack of participation by Mr. Wallace or Mr. Kuehn in the present investigation, no conclusions can be made if wrongdoings have occurred or whether they are likely to occur.

How can proper decisions be made as to continuing the relationship with Wallace Bajjali's firm without extensive disclosures as to fees generated thus far. Public demand requires this open debate.

Presently all communications between any department of the City and Wallace employees goes only through the City Manager exclusively. The City Attorney and the Council are "as needed only". No procedural safeguards exist to monitor these private contracts. This is not in the public interest to privatize these communications. No legitimate public interest is served by this secrecy. Protocols should be placed in writing for all future communications and voted in place by the City Council.

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C. The final options concerning the management of City Manager Rohr

Mr. Rohr has too much concentrated power. He has for many reasons stated exceeded his authority by supplementing his desire for the policy determinations that should be made by the public elected officials of Joplin.

Mr. Stinnett testified that Mr. Rohr was hired when he was Mayor. "He, I think takes advantage of the fact that with a voluntary type Council, he takes advantage of doing more than running the city based on policies given. He likes to set policies. He likes to set the scheme of things to happen rather than the Council setting policies and he implementing the policies. Because of that, I think he has taken a way too active of a role with the Master Developer." **Phil Stinnett Tr. P11:L15-25.**

Stinnett testified that Rohr and Bajjali relationship feeds each party desires. **Phil Stinnett Tr. P12:L5-9.**

"That, to me, is just exactly the opposite of what he as the City Manager should be doing, and that is being very skeptical of the Master Developer, watching to make sure that every T is crossed and very I is dotted." "And I think that relationship potentially is going to harm the City." **Phil Stinnett Tr. P12:L9-16.**

"I know that there are individuals within the community who have expressed those feelings, but to no avail to Mr. Rohr." **Phil Stinnett Tr. P12:L16-19.**

"I think he is heading the City in an impossible direction of some financial real big problems." **Phil Stinnett Tr. P13:L1-3.**

Two options remain. The first is to convene a hearing after filing charges leading to discharge for cause. The second is to seek an end of his employment with the City without cause. This would be based on his employment contract with the City and appropriate severance payments.

Due process requires an opportunity to be heard or a name clearing hearing for City Manager Rohr.

The facts of this investigation have revealed that the last four years of Mr. Rohr's service to the City has allowed Mr. Rohr too much concentration of power. An option of setting job goals is no longer valid. Mr. Rohr will not adhere to future job goals.

Mr. Rohr has become negligent in his management and supervision of the City staff. Mr. McCoy and I have witnessed a purposeful purging of professional staff members that have expressed disagreement or exhibited independent thought from the City Manager.

Any continued business dealings with Wallace Bajjali requires strict and confrontational supervision of proposed projects with full disclosure of fees to be generated. The more open the debates, the better.

Respectfully Submitted,

Thomas E. Loraine
Special Investigator
City of Joplin
February 3, 2014

#2

ADDENDUM

Since the preparation of this report, I have redeposed Mr. Rohr on January 28, 2014. Mr. Rohr anticipated an issue involving a complaint of Mr. Cotten. The reason he was able to do so was due to a breach of confidentially by Human Right Director, Mr. Allgood. If the Council desires I would like to re-interview Mr. Allgood as to why the breach of my request for confidentially. Without this important concept there can be no fruitful critical investigation. **See Exhibit 23 attached.**

Respectfully Submitted,

Thomas E. Loraine
Special Investigator
City of Joplin
February 3, 2014

#2

ATTACHMENT A

City of Joplin Exhibits

Exhibit A	Advice of Rights Forms
Exhibit B	Lane Roberts Letter
Exhibit C	12-29-12 Incident Report
Exhibit D	7-17-07 Incident Report
Exhibit E	Joplin Globe Articles
Exhibit F	CD-Joplin Police 911 Call
Exhibit G	Transcript of Bill Scearce Press Conference on YouTube
Exhibit 1	Handwritten Note by Mr. Rohr
Exhibit 2	Printout of Mr. Rohr Statement
Exhibit 3	Handout From Mr. Scearce Press Conference
Exhibit 4	Partial Transcript of 9-26-13 Meeting
Exhibit 5	Packets of Documents List
Exhibit 6	Property Listing
Exhibit 7	Statement by Mr. Robert Wood
Exhibit 8	Voting Record
Exhibit 9	5-6-13 Council Agenda
Exhibit 10	4-26-13 Memo From Mr. Head
Exhibit 11	MLS Listing
Exhibit 12	Memo from Mr. Rohr
Exhibit 13	9-26-13 Budget Session Excerpt
Exhibit 14	10-7-13 City Council Meeting Excerpt
Exhibit 15	Council Bill 2012-009, Ordinance No. 2012-111
Exhibit 16	Council Bill 2012-015, Ordianance No. 2012-130
Exhibit 17	Joplin Globe Article, Nancy Gazca Memo
Exhibit 18	Spreadsheets Through 7-29-13, Joplin Redevelopment
Exhibit 18A	Land Purchase Financial Summary as of 10-31-13

Exhibit 19	Joplin Redevelopment Minutes 6-28-12 Through 10-8-13
Exhibit 20	1-27-12 Chris Cotton Reprimand
Exhibit 21	Employee Performance Measurement
Exhibit 22	Employee Performance Measurement
Exhibit 23	Memo to David Allgood from Mr. Head
Exhibit 24	Employee Performance Measurement
Exhibit 25	Memo to Mayor Colbert-Kean from Mr. Head
Exhibit 26	Contract, Dusting and Alisha Brigance
Exhibit 27	Hertzberg Documents – to be provided by Mr. Hertzberg – not attached
Exhibit 28	Interview for Job
Exhibit 29	May 2013 Memo from Mr. Schaller
Exhibit 30	5-30-13 City of Joplin Letter to Mr. Schaller
Exhibit 31	Letter to Mark Rohr
Exhibit 32	Letter to Mr. Schaller
Exhibit 33	Emails
Exhibit 34	Emails
Exhibit 35	Lane Roberts Pension
Exhibit 36	Suite Analysis
Exhibit 37	City of Joplin Building Permit Fee as of June 14, 2013
Exhibit 38	Spreadsheet, Firestone and Goodyear, 2008 to Present
Exhibit 39	Goodyear Tire Notes
Exhibit 40	Spreadsheet, Firestone and Goodyear, November 1, 2010 to May 21, 2013
Exhibit 41	Storm Water Expenses, Fire Station #2
Exhibit 42	Incident Report
Exhibit 43	Joplin Police Event Report
Exhibit 44	Mark Rohr Management Style
Exhibit 45	Letter dated October 28, 2013 from Barbara Hogelin to Tim Parker

Exhibit 46	Photograph of Driveway
Exhibit 47	Building Board of Appeals Agenda - June 14, 2013
Exhibit 48	December 2, 2013 Statement of Tim Parker
Exhibit 49	Records provided by Steven Cope
Exhibit 50	Building Board of Appeals Agenda
Exhibit 51	MAP
Exhibit 52	MAP
Exhibit 53	Deed of Records – not attached – not provided by Mr. Parker
Exhibit 54	Joplin Redevelopment Corporation Land Purchase Financial Summary as of December 31, 2013
Exhibit 55	Joplin Redevelopment Corporation Land Purchase Financial Summary as of December 31, 2013
Exhibit 56	Letter dated 1/28/2014 from Rohr to Chris Cotten
Attachment A	List of Exhibits
Attachment B	Under Separate Cover
Attachment C	Scearce – Certification of Identity

U.S Department of Justice

Certification of Identity

FORM APPROVED OMB NO. 1103-0016
EXPIRES 10/31/13

Privacy Act Statement. In accordance with 28 CFR Section 16.41(d) personal data sufficient to identify the individuals submitting requests by mail under the Privacy Act of 1974, 5 U.S.C. Section 552a, is required. The purpose of this solicitation is to ensure that the records of individuals who are the subject of U.S. Department of Justice systems of records are not wrongfully disclosed by the Department. Requests will not be processed if this information is not furnished. False information on this form may subject the requester to criminal penalties under 18 U.S.C. Section 1001 and/or 5 U.S.C. Section 552a(i)(3).

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Suggestions for reducing this burden may be submitted to the Office of Information and Regulatory Affairs, Office of Management and Budget, Public Use Reports Project (1103-0016), Washington, DC 20503.

Full Name of Requester [1] William Carroll Scearce

Citizenship Status [2] U S A Social Security Number [3] 253587315

Current Address 626 Jaccard Place, Joplin, MO 64801

Date of Birth August 19, 1941 Place of Birth Moulteir, Georgia

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that I am the person named above, and I understand that any falsification of this statement is punishable under the provisions of 18 U.S.C. Section 1001 by a fine of not more than $10,000 or by imprisonment of not more than five years or both, and that requesting or obtaining any record(s) under false pretenses is punishable under the provisions of 5 U.S.C. 552a(i)(3) by a fine of not more than $5,000.

Signature [4] William Carroll Scearce **Date** November 20, 2013

OPTIONAL: Authorization to Release Information to Another Person

This form is also to be completed by a requester who is authorizing information relating to himself or herself to be released to another person.

Further, pursuant to 5 U.S.C. Section 552a(b), I authorize the U.S. Department of Justice to release any and all information relating to me to:

Print or Type Name

[1] Name of individual who is the subject of the record(s) sought.

[2] Individual submitting a request under the Privacy Act of 1974 must be either "a citizen of the United States or an alien lawfully admitted for permanent residence," pursuant to 5 U.S.C. Section 552a(a)(2). Requests will be processed as Freedom of Information Act requests pursuant to 5 U.S.C. Section 552, rather than Privacy Act requests, for individuals who are not United States citizens or aliens lawfully admitted for permanent residence.

[3] Providing your social security number is voluntary. You are asked to provide your social security number only to facilitate the identification of records relating to you. Without your social security number, the Department may be unable to locate any or all records pertaining to you.

[4] Signature of individual who is the subject of the record sought.

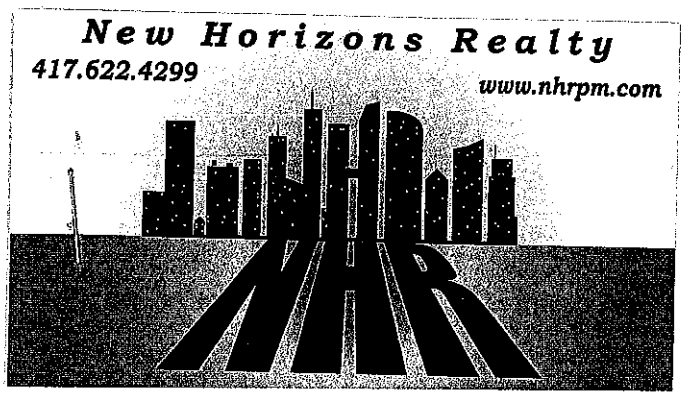
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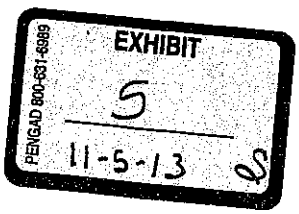
FORM DOJ-361

1. ADDICTIONS
2. CHARACTERS
3. PUNISHMENT
4. 8-12-13 HELPFUL
5. CONTRIBUTING TO A CONDITION
6. LOVETT CRIMINAL ENTERPRISE
7. LIMITED REQUEST TO ISSUE
8. CRIMINAL

PENGAD 800-631-6989
EXHIBIT
1
11-5-13

	Closed date	Address	Buyer
1.	05/21/2012	1825 Connecticut	Jennings/Brown
	July 2012	City signs Wallace Bajjali & JRC agreements	
2.	09/12/2012	1820 Delaware	Four State Homes
3.	10/26/2012	1801 Connecticut	Jennings/Brown
4.	11/01/2012	1912-1914 East 18th	Jennings/Brown
5.	11/30/2012	1840 Delaware	Four State Homes
6.	12/27/2012	1830 Delaware	Kuehn
7.	12/27/2012	1811 Delaware	Four State Homes
8.	12/28/2012	1907 E 19th & 2203 E 20th	Four State Homes
9.	02/15/2013	1825-1831 Carolyn Place	Four State Homes
10.	02/15/2013	1802 Delaware	Four State Homes
11.	02/28/2013	1901 Carolyn Place	Four State homes
12.	03/28/2013	1921 E 20th & 1901 New Jersey	Four State Homes
13.	04/01/2013	1919 East 20th	Four State Homes
14.	04/10/2013	1917 East 20th	Jennings/Brown
15.	07/01/2013	1801 Delaware	Four State Homes
16.	07/16/2013	1917 Carolyn Place	Four State Homes
17.	08/09/2013	1812 Delaware	Kuehn
18.	08/09/2013	1824 Carolyn Place	Kuehn
19.	09/13/2013	1903 East 19th	Four State Homes





Voting Record of the Joplin City Council for the period of September 2012 – September 2013

9-4-12

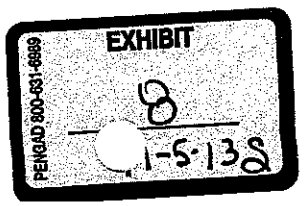
9/4/12:

B2012-304: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2012-305: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
S: 2012-023: (Tabled). Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2012-306: (Stricken) Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2012-307: Amend to District C-1-PD. Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
eclare excess properties: except 073-12, 074-12 and 077-12, and to Strike these case numbers from the Agenda. Voting in favor: Colbert-Kean, Golden, laze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-149: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-152: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-153: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-452: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-620: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-621: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-617: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

9-24-12

/24/12

onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-106: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B 2012-154: Voting in favor: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Abstention: 1, Raney
B2012-155: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-156: Voting in favor: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Abstention: 1, Raney
B2012-157-159: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-161-162: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-164: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-453: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-511: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-623-625: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-304: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
eclare Excess Surplus Property: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0



10/1/12

S:2012-023: Voting in favor: Golden, Raney, Rosenberg, Shaw, and Woolston, 5. Nays: Colbert-Kean, Scearce, Seibert, 3. Abstention: Glaze, 1.
B2012-308: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-309-310: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-311: Voting in favor to **Amend**: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, and Shaw, 8. Nays: Woolston, 1.
B2012-311: Voting in favor: Colbert-Kean, Golden, Glaze, Rosenberg, Scearce, Seibert, and Shaw, 7. Nays: Raney, Woolston, 2.
mended CB2012-312-315: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
S2012-024: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0 Nays: 0
onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B's2012-016-017: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-163: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-165-167: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-618: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-626: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: Golden, 1.
B2012-627: Golden, Glaze, Rosenberg, Seibert, Shaw, and Woolston, 6. Nays: Colbert-Kean, Raney, and Scearce 3.
ote to go into Closed Session: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston, 8. Nays: Scearce, 1.

0/5/12

onsent Agenda: Golden, Glaze, Raney, Dr. Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 0. Absent: Colbert-Kean, 1.
B2012-308-310; 312-315; 025-026: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-018: Voting in favor: Golden, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: Scearce, 1. Absent: Colbert-Kean, 1.
B2012-454: Voting in favor: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.
B2012-145: Voting in favor: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.
B2012-513-519: Voting in favor: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.
B2012-520: Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: Glaze, 1. Absent: Colbert-Kean, 1
B2012-522: Voting in favor: Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: Colbert-Kean, 1.

1/5/12

B's 2012-316-318: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
S2012-027: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B's 2012-168-170: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B's 2012-455-456: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
ote to go into Closed Session: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: Scearce, 1

11-19-12

11/19/12

onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert
B2012-020: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert
B2012-171-172: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert
B2012-173: Voting in favor: Colbert-Kean, Glaze, Raney, Shaw, and Woolston 5. Nays: 1, Scearce. Absent: 2, Rosenberg, Seibert. Abstention: 1, Golden.
B2012-174-177: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert
B2012-628: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 7. Nays: 0. Absent: 2, Rosenberg, Seibert
B2012-523: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Scearce, Shaw, and Woolston 6. Nays: 0. Absent: 2, Rosenberg, Seibert. Abstention: 1,
aney.

12-3-12

2/3/12

S2012-030: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B's 2012-319-322: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B's: 2012-524-529: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-173: Voting in favor were: Colbert-Kean, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 2, Golden, Scearce
ote to go into closed session: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

12-17-12

2/17/12

itizen Requests: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
onsent Agenda: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9 Nays: 0
B's 2-12-021-023: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-178: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-181-183: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
B2012-630: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
mend ORD 2012-219 by deleting the 15th Street Project. Voting in favor: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, and Seibert, 6.
lays: 3, Glaze, Shaw, and Woolston.
oting in favor were: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

01-7-13

1/7/13

love CB2013-024 up: Voting in favor were: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce
B 2013-024: Voting in favor: Colbert-Kean, Golden, Raney, Rosenberg, and Scearce, 5. Nays: 4, Glaze, Shaw, Seibert and Woolston
able CB 2013-250. Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2013-151-153: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2013-100-101: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
B2013-500-501: Voting in favor: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
lan Reviews: 110-12; 108-12: Voting in favor were: Colbert-Kean, Golden, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9 Nays: 0.
pprove B&C pointments: Voting in favor were: Colbert-Kean, Golden, Gl , Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. ys: 0.
ote to go into closed session: Voting in favor were: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

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0 /22/13

onsent agenda: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

S2013-001: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

S2013-003: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-102: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-103-104: Colbert-Kean, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 1, Glaze. Abstention: 1, Raney

B2013-105-106: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-108: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-110-113: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-115-116: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-120-122; 125-137: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

B2013-250: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Glaze

ravel request for Mayor-DC: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, and Shaw 6. Nays: 2, Seibert, Woolston, 2 Absent: 1, Glaze.

)eny CB2013-254: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden.

S2013-004-005: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

B2013-255-256: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

2/4/13

onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

S2013-006: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

B2013-107: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

B's 2013-138-146: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

B2013-502: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

B2013-600: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

ase 006-13: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

&C appointments: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Golden

Mayor- attend awards presentation in DC: Colbert-Kean, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: 1, Glaze. Absent: 1, Golden.

02-19-13

2/19/13

onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

B's2013-147-155: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

B2013-600/603: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

B2013-156: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

B2013-604: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

upport letter-Jasper Cty Adult Court: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

ote to go into closed session: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

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03/4/13

:B's 2013-257-259: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B's 2013-157-158: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-503-504: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-602,605,606: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

'ote to go into closed session: Voting in favor were: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

03/18/13

:onsent Agenda: Voting in favor: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0, Absent: 1, Colbert-Kean.

:B2013-505: Voting in favor: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0, Absent: 1, Colbert-Kean.

:B2013-608,609: Voting in favor: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0, Absent: 1, Colbert-Kean.

:B2013-605: Voting in favor: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0, Absent: 1, Colbert-Kean

:ase 014-13: Voting in favor: Glaze, Golden, Raney, Rosenberg, Seibert, Shaw and Woolston 7. Nays: 0, Absent: 1, Colbert-Kean. Abstention: 1, Scearce.

04/1/13

:S2013-002: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:S:2013-009,010: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-260,261: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:S2013-008, 011, 012: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B's 2013-159-177: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B's 2013-612,613: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

'ote to go into closed session: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

04/15/13

:onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:S2013-013; 014; 015: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-178, 179: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-401: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-451: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-610; 611: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-450: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

:B2013-614: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

\dd RS 2013-017: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

\pprove RS2013-017: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0

'ote to go in' losed session: Voting in favor: Colbert-Kean, Glaze, Golden, ney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Sce

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2

pecial Meeting 4/23/13

'ote to go into closed session: In favor: Colbert-Kean, Glaze, Golden, Raney, Seibert, Shaw, and Woolston 7. Nays: 1, Scearce. Absent: 1, Rosenberg.
:B2013-002- place on Agenda: in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Rosenberg
ıpprove 4% raise: In favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert and Shaw, 7. Nays: 1, Woolston. Absent: 1, Rosenberg
ıdopt CB2013-002: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Rosenberg

5/6/13

:B2013-262; 263: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
!S2013-016: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
:B2013-264, 265: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
:onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0
ımend CB2013-001: Voting in favor: Glaze, Seibert, and Woolston, 3. Nays: 6. Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Shaw
approve curbside recycling)
nd Amend. CB2013-001: In favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
place on ballot)(2rd reading)
'ass CB2013-001: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B's 2013-180-185: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B2013-452: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw. 8. Nays: 0. Abstention: 1, Woolston
:B2013-507: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B2013-615, 616: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B2013-506: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
'ote to go into closed session: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

pecial Meeting 5/13/13

:B2013-187: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B2013-188: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.
:B2013-190: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Scearce, Second by Dr. Rosenberg to **pay for lodging/meal expenses for Mayor Colbert-Kean in Jefferson City**, Missouri while on city ıusiness. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Dr. Rosenberg, Second by Ms. Raney to **approve the travel expenses** for the mayor's upcoming board meeting of NLC to Washington DC in une and to approve the expenses of the NLC annual Congress of Cities Convention in Seattle, Washington in November. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Shaw, 6. Nays: 3, Glaze, Seibert, and Woolston.

pecial Meeting 5/29/13

Motion by Mr. Scearce, Second by Dr. Rosenberg, to **Appoint Phil Stinnett** to fill an unexpired term on the Joplin Redevelopment Corporation and Laurie Delano and Gary Duncan will fill two new additional positions on the Joplin Redevelopment Corporation. Voting in favor were Council Members: Colbert-Kean, Golden, Raney, Rosenberg, Scearce and Seibert, 6. Nays: 3, Glaze, Shaw and Woolston.

B2013-003: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

equest from former Mayor Russell of naming something at the Sports Complex for Mr. Hall. Motion by Mr. Golden, Second by Mr. Scearce to bring ack design and let the Council know the costs. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston 8. Nays: 1, Dr. Rosenberg.

6/3/13

013-266-271: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

B2013-186: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

B2013-189: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

B2013-192,193: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

B2013-195-203: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

md. CB2013-001: Voting in favor: Colbert-Kean, Rosenberg, Shaw, and Woolston 4. Nays: 3, Glaze, Golden and Seibert. Absent: 2, Raney, Scearce.

ase 027-13: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

pprove B&C appointments: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 2, Raney, Scearce

6/17/13

ublic Training Facility: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

DBG-Round 2: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

onsent Agenda: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B's 2013-204, 205: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

Motion by Mr. Golden, Second by Mr. Scearce, to bring back **Amended Council Bill No. 2013-001**. Voting in favor: Colbert-Kean, Glaze, Golden, Raney, osenberg, Scearce, Seibert and Shaw and 8. Nays: 1, Woolston

Motion by Mr. Seibert, Second by Mr. Glaze, to **Amend Council Bill 2013-001** to remove the language from the Council Bill all the public vote referencing ecycling. Voting in favor: Glaze, Seibert and Woolston and Raney, 4. Nays: 5, Colbert-Kean, Golden, Shaw, Rosenberg, Scearce. The Amended Council ill 2013-001 failed.

Motion by Dr. Rosenberg, Second by Mr. Scearce to Pass **Amended Council Bill No. 2013-001** on Second Reading, Advance to Third Reading and Pass. oting in favor were Council Members: Colbert-Kean, Golden, Shaw, Raney, Rosenberg, Scearce, 6. Nays: 3, Glaze, Seibert and Woolston.

7/1/13

mend CB 2013-272: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert and Shaw, 7. Nays: 0. Absent: 1, Rosenberg, Abstention: 1, Woolston.

ass Amended CB2013-272 on First Reading and Advance to Second and Third Reading. Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, eibert and Shaw, 7. Nays: 0. Absent: 1, Rosenberg, Abstention: 1, Woolston.

mend RS2013-018: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

pprove Amd. RS2013-018: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

B's 2013-273-275: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

S2013-019: Voting in favor: Colbert-Kean, Glaze, Golden, Scearce, Seibert, Shaw and Woolston, 7. Nays: 1. Raney. Absent: 1, Rosenberg

B2013-276, 277: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

S2013-020: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

B2013-206: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

B2013-508: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Scearce, Seibert, Shaw, and Woolston, 8. Absent: 1, Rosenberg.

7/15/13

onsent Agenda: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1. Raney.

B's 2013-207, 208, 209, 210, 211: Voting in favor: Colbert-Kean, Glaze, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1. aney.

B2013-619: Voting in favor: Colbert-Kean, Glaze, Rosenberg, Seibert, Shaw, and Woolston 6. Nays: 2, Golden, Scearce. Absent: 1, Raney.

B2013-618: Voting in favor: Glaze, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston 7. Nays: 0. Absent: 1, Raney. Abstention: 1, Colbert-Kean.

8/5/13

B2013-278-291: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-004, 005: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-012: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-620, 621, 622: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

ublic Hearing proposed budget: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

ote to go into closed session: Voting in favor: Colbert-Kean, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 2, Glaze, Scearce.

pecial Meeting 8/12/13

mend Finance Committee: Voting in favor Glaze, Golden, Raney, Scearce, Seibert, Woolston and Mayor Colbert-Kean, 7. Nays: 2, Rosenberg, Shaw

ppove Appointing Fin. Com: In favor Glaze, Raney, Scearce, Seibert, Woolston and Mayor Colbert-Kean, 6. Nays: 3, Golden, Rosenberg, Shaw.

ote to go into closed session: Voting in favor: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Seibert, Shaw, and Woolston 8. Nays: 1, Scearce

9/9

9/3/12

B2013-292, 293: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

mend CB2013-294: Voting in favor: Colbert-Kean, Glaze, Golden, Scearce, Seibert, and Shaw 6. Nays: 2, Raney, Rosenberg, Abstention: 1, Woolston.

dvance CB2013-294 to 3rd Reading: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, and Shaw 8. Nays: 0. Abstention: 1, Woolston.

onsent Agenda: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-011: Voting in favor: Colbert-Kean, Glaze, Raney, Rosenberg, Seibert, Shaw, and Woolston 7. Nays: 1, Scearce. Abstention: 1, Golden.

B2013-220, 221: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-624: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

pecial Meeting 9/5/13

B2013-625: Voting in favor: Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 8. Nays: 0. Absent: 1, Colbert-Kean

9/23/13

B2013-297: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert and Shaw8. Nays: 0. Abstention: 1, Woolston

onsent Agenda: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-012: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-224, 225, 226: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-227, 228: Voting in favor: Colbert-Kean, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 8. Nays: 1, Glaze

B2012-229, 230, 232, 233: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-626, 630: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-629: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

B2013-294: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

mend. RS2013-025: Voting in favor Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston, 9. Nays: 0

Motion by Dr. Rosenberg, Second by Mr. Golden to **pay for travel expenses** for Ms. Raney to attend the National League of Cities in Seattle, Washington, pproximately $2,000. Voting in favor: Colbert-Kean, Golden, Raney, Rosenberg and Scearce, 5. Nays: Glaze, Seibert, Shaw, and Woolston, 4.

Rohr, Mark (1)

From: Tennis, Jeff
Sent: Monday, October 21, 2013 3:24 PM
To: Rohr, Mark (1)
Subject: RE:

David's key was today when I asked him about it; Lynden had Tim's keys in his desk drawer today and Jack gave his keys to me personally on his last day. I will change the cylinders this week after normal business hours (I will give you the keys that day prior to the change).

From: Rohr, Mark (1)
Sent: Monday, October 21, 2013 3:15 PM
To: Tennis, Jeff
Subject: RE:

When were the keys recovered? I am OK with your recommendation. Please proceed with that. Best if it done when a lot of people aren't around.

From: Tennis, Jeff
Sent: Monday, October 21, 2013 3:07 PM
To: Rohr, Mark (1)
Cc: Heatherly, Nick
Subject: RE:

This is the full list of GM key personnel:

1) Jeff Tennis (maintenance)
2) Rick Allen (maintenance)
3) Sonya Keeling (custodian)
4) Greg Carden (custodian)
5) Angie McGinnis (custodian)
6) Mark Morris (IS)
7) Steve Kent (IS)
8) Building Knox box (for Fire Dept. Access only)

I have recovered the GM keys back from David Hertzberg, Jack Schaller and Tim Nyander.
For increased security to the office, I would recommend changing out the lock cylinders to both doors to a key exclusive to those locks only. It would be minimal cost but provide the most benefit. Jeff

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From: Rohr, Mark (1)
Sent: Friday, October 18, 2013 7:56 AM
To: Tennis, Jeff
Cc: Heatherly, Nick
Subject:

First of all, congratulations on your marriage. Secondly, when you get back can I please get a list of everyone that has a master key(those that could access my office)? Thank you.

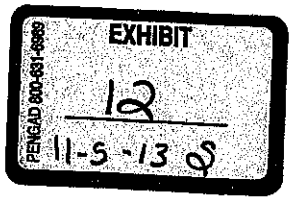


EXHIBIT 8A

JOPLIN REDEVELOPMENT CORPORATION
LAND PURCHASE FINANCIAL SUMMARY
AS OF OCTOBER 31, 2013

ADDRESS	LOT SIZE ACRES	SETTLEMENT DATE	VALUATION AMOUNT	PURCHASE PRICE	WB FEE	OTHER CLOSING FEES	TOTAL AMOUNT PAID	PURCHASE PRICE PER SQ FT	APPRAISED PRICE PER SQ FT
Closed Properties:									
✓2705 McClelland	10.4	3/11/2013	3,070,000	3,071,000	176,583	21,716	3,269,299	7.22	6.78
✓1712 West 27th Street	0.46	3/12/2013	60,500	43,500	2,501	1,682	47,683	2.38	3.02
✓2631 Cunningham	0.61	3/14/2013	80,000	43,000	2,473	1,737	47,209	1.78	3.01
✓2601 Cunningham	0.53	3/21/2013	69,500	50,000	2,875	1,968	54,843	2.38	3.01
✓SWC of 26th & McCoy	0.43	3/26/2013	56,500	50,000	2,875	1,937	54,812	2.93	3.02
✓2614 S McCoy	0.46	3/26/2013	60,500	50,000	2,875	1,941	54,816	2.74	3.02
✓ 2630 McCoy	0.35	4/1/2013	53,000	50,000	2,875	1,960	54,835	3.60	3.48
✓2617 South Cunningham	0.36	4/2/2013	47,000	42,000	2,415	1,580	45,995	2.93	3.00
✓1301 S Virginia	0.64	5/23/2013	500,000	495,000	28,463	17,770	541,232	19.41	17.94
✓1722 W 27th	0.4	4/23/2013	60,500	52,500	3,019	1,972	57,491	3.30	3.47
✓1802 Delaware	0.32	7/3/2013	18,500	35,232	2,026	758	38,016	2.73	1.33
✓1811 Delaware	2.03	7/3/2013	127,900	202,556	11,647	1,634	215,837	2.63	0.82
✓1811.5 Delaware	1.56	7/3/2013	With 1811	183,500	10,551	1,244	195,296	With 1811	With 1811
✓1820 Delaware	0.24	7/3/2013	14,000	26,475	1,522	718	28,716	2.75	1.34
✓1825 Carolyn Place	0.28	7/3/2013	15,500	28,733	1,652	880	31,265	2.56	1.27
✓1830 Delaware	0.24	7/3/2013	14,000	23,703	1,363	706	25,772	2.47	1.34
✓1831 Carolyn Place	0.22	7/3/2013	12,000	26,503	1,524	718	28,744	3.00	1.25
✓1840 Delaware	0.24	7/3/2013	14,000	25,873	1,488	718	28,078	2.69	1.34
✓1901 Carolyn Place	0.29	7/3/2013	17,000	35,123	2,020	754	37,896	3.00	1.35
✓1907 E 19th	0.34	7/3/2013	19,500	33,192	1,909	746	35,847	2.42	1.32
✓1919 E 20th	0.36	7/3/2013	102,000	87,304	5,020	3,486	95,810	6.11	6.50
✓1921 E 20th	0.59	7/3/2013	155,500	202,682	11,654	2,186	216,523	8.42	6.05
✓2203 E 20th	0.36	7/3/2013	93,500	148,247	8,524	1,539	158,310	10.10	5.96
✓2502 S Main	1.78	8/9/2013	608,500	600,000	34,500	6,171	640,671	8.26	7.85
✓2514 Pennsylvania	0.14	8/14/2013	7,000	7,000	403	684	8,086	1.33	1.15
✓2307 Pennsylvania	0.14	8/14/2013	7,000	7,000	403	684	8,086	1.33	1.15
✓2105 Pennsylvania	0.14	8/14/2013	7,000	7,000	403	684	8,086	1.33	1.15
✓2602 Cunningham	0.43	8/14/2013	57,000	52,500	3,019	3,388	58,907	3.14	3.04
✓1917 Carolyn Place	0.26	8/14/2013	15,500	115,960	6,668	1,243	123,871	10.94	1.37
✓2326 Joplin	0.17	8/15/2013	7,000	7,000	403	623	8,026	1.08	0.95
✓2212 Grand	0.14	8/14/2013	7,000	7,000	403	630	8,032	1.32	1.15
✓2411 S Jackson	1.75	8/14/2013	425,000	212,500	12,219	4,205	228,924	3.00	5.58
✓1801 Delaware	1.68	8/14/2013	45,500	165,742	9,530	3,881	179,153	2.45	0.62
✓Woodland Hills South	2.71	8/15/2013	1,354,750	315,000	18,113	11,336	344,448	7.56	11.48
✓1802 W 26th	5.75	8/15/2013	With Woodlanc	765,000	43,988	29,165	838,153	With Woodlan	With Woodland
✓Mercy Property				1,000,000	-				
Closed Properties Sub-Total				8,267,823	417,900	133,041	7,818,765		



JOPLIN REDEVELOPMENT CORPORATION INC.

RESOLUTION NUMBER 2013-055

CLOSING DATE: AUGUST 15, 2013

ELKS BENEVOLENT ASSOCIATION OF JOPLIN

PROPERTY ADDRESS: 1802 W. 26TH STREET

CITY OF JOPLIN MISSOURI

City Manager's Office
602 S. Main Street
Joplin, MO 64801
(417) 624-0820 ext. 200
(417) 625-4707 (Fax)

January 27, 2012

Chris Cotten
25558 Ridge Road
Joplin, MO 64801

Dear Chris,

This letter shall serve as a reprimand for your failure to stay on task and focus on the projects I have asked you to work on. In fact, you and I had a lengthy discussion within the past two weeks with the goal of pinpointing that focus.

An article appeared in the January 27th edition of the Joplin Globe where you discussed the potential of a minor league baseball team coming to the city. In past conversations I have indicated the need to let those discussions occur as part of the CART process, specifically after we hire the master developer to evaluate this and other ideas. Because of all the factors surrounding this subject, this article may jeopardize any plans for a minor league team, now or in the future.

Your energy and enthusiasm are two key reasons why I hired you for this position, but they are only good traits when focused properly. You have a tendency to veer off track from the tasks and priorities I give you, and you get easily distracted by multiple projects.

In the future, please stay focused on the assignments I give you; those should always be your top priority. And if members of the press contact you for comment on issues outside of the immediate needs I have for you, please discuss the matter with me we can develop an appropriate response to those requests.

The intent of this letter is to put a stop to a trend I see developing, which is your tendency to get distracted. The best way to overcome that is to remember the recent discussion we had about the priorities I've asked you to focus on, and continue to give those projects your energy and enthusiasm.

Mark Rohr
City Manager

I acknowledge that I have received and understand the above letter.

Chris Cotten
Parks & Recreation Director

EXHIBIT
20
11-14-13
PENGAD 800-631-6989

MEMORANDUM

Office of the City Attorney
602 South Main Street
Joplin, Missouri 64801

(417) 624-0820, Ext. 225
(FAX – 417-625-4713)

November 8, 2013

TO: David Allgood, Director
H.R./Risk Management

FROM: ~~Brian W. Head~~,
City Attorney

RE: Events of November 7, 2013 – Request for documents.

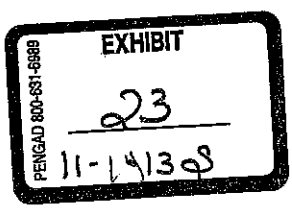
Dave, pursuant to your request, this memorandum will confirm the events of yesterday. Your memorandum (copy attached hereto) is largely accurate with regard to my request for documents from the personnel file of Parks Director, Chris Cotten. Yesterday I was ordered by the Special Investigator, while under oath and pursuant to a Garrity instruction, that I was to procure and provide certain information from the file of Mr. Cotten. I do not know precisely the purpose that the Investigator has in requesting this file; however, I can surmise much from the questions I was asked. Unfortunately, were I to relate that to you, I would be in breach of the confidentiality of the investigation as set forth by Mr. Loraine, the investigator. As City Attorney, I necessarily have full authority to review any personnel file or other file maintained by the City, with the potential exception of certain criminal investigative files, at any time provided that the review is for a legitimate City purpose. I have not ever and will not ever seek a personnel file for any purpose other than legitimate City business and even then, only to the barest minimum required in order to get the job done.

I advised you at the time that my request was to remain confidential; however, I learned very quickly that it had not remained confidential upon receipt of a text message from Sam Anselm stating: "Dave called, said he gave you copies of documents in Chris' personnel files. That goes against our policy and procedures." I'm confident that the investigator will want to discuss this with you when he returns next week.

If you have questions, please call me at (417) 624-0820, X225, or my cell phone where the number is (417) 529-6652.

BWH:ab
attachment

cc: Melodee Colbert-Kean,
Mayor



David Allgood, Director
H.R./Risk Management

November 8, 2013

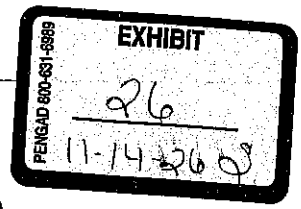
Re: Events of November 7, 2013 – Request for documents.

Tom Loraine,
Investigator

R. Mark Rohr,
City Manager

Sam Anselm,
Assistant City Manager

Reference *(e.g., Seller & Buyer)* _____



MISSOURI ASSOCIATION OF REALTORS®

Contract for Sale of Residential Real Estate

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

This Contract is made between Dustin H and Alisha A Brigance, h & w ("**Seller**") and Four State Homes, LLC ("**Buyer**"). The "**Effective Date**" shall be the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto *(if any)*.

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate *(if no legal description is included below, then legal description on Seller's deed(s) to govern. Legal description(s) may be confirmed by a Survey pursuant to Section 6 below)*. Such real estate and any other included property set forth below is collectively referred to herein as the "**Property.**"

☐ ***(Check box if legal description attached)***

1812 Delaware	Joplin	MO	64804	Jasper
Street Address	**City**	**State**	**Zip Code**	**County**

2. INCLUSIONS AND EXCLUSIONS. ***Note: This Contract, and not the Seller's Disclosure Statement, multi-listing service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question.*** The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and equipment **(which Seller warrants to convey free and clear)**, including but not limited to the following *(if any)*:

Access to Property
- Electric Garage Door Opener(s) & Control(s)
- Keys and Remote Entry Controls

Exterior
- Exterior Lighting, Landscaping & Mailbox
- Fences *(including invisible pet systems, collars and controls)*
- Sprinkler Systems and Controls

Systems and Utilities
- Heating, Cooling, Electrical
- Plumbing Fixtures/Systems *(Built-in)*
- Humidifier *(if attached)*
- Propane Tanks *(excluding portable tanks)*
- Radiator Shields
- Security & Alarm Systems
- Vacuum Systems (Central) & Attachments
- Ventilation and Exhaust Fans
- Water Heaters, Softeners & Sump Pump
- Window Air Conditioning Units

Kitchen / Cooking Related
- Dishwashers & Trash Compactors
- Garbage Disposals
- Gas Fired Barbecue Grills *(Built-in)*
- Microwave Ovens *(Built-in)*
- Ovens/Ranges and Attachments

Electrical, Lighting & TV Related
- Attic and Ceiling Fans
- Lighting Fixtures
- TV Antennas *(if attached)*

Fire / Fireplace Related
- Fire and Smoke Alarms
- Fireplace Equipment and Doors *(if attached, including artificial logs)*

Window / Wall Related
- Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings
- Curtain & Drapery Hardware *(only)*
- Mirrors *(Attached)* & all Bathroom Mirrors
- Shelving & Closet Organizers *(if attached)*

Flooring Related
- Floor Coverings *(if attached)*, Tacked Down & Wall to Wall Carpet

Miscellaneous
- Manuals and written warranties in Seller's possession pertaining to any of the foregoing

The following items are also **included** in the sale *(e.g., list any non-affixed equipment or machinery, household or other personal property)*: NA

The following items are **excluded** from the sale *(e.g., list any items leased or otherwise not owned by Seller, such as satellite dish equipment)*: NA

3. PURCHASE PRICE.

$ 190,000.00 is the "**Purchase Price**" for the Property and is to be paid by Buyer as follows:

$ 2500.00 as "**Earnest Money**" in the form of *(check one)*:

☐ personal check ☐ cashier's check ☒ other company check, to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with First American Title ("Escrow Agent"). Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "**Closing**") at the office of First American Title ("**Closing Agent**") in Joplin, MO, on or before May 15, 20 13 (the "**Closing Date**").

City	State	Month	Day

Possession and all keys will be delivered to Buyer at: *(check one)* ☐ Closing or ☒ other May 15, 2013.

Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the

parties should complete and attach an appropriate rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

5. FINANCING. *(Check applicable box)*

☒ **A. Not Conditioned Upon Financing.** *(Although not a condition to performance, Buyer may finance any portion of Purchase Price).*

☐ **B. Nonconventional.** *(Attach Financing Agreements rider, MSC-2010, for Assumption; Seller Financing; or Government Financing).*

☐ **C. Conventional.** Buyer agrees to do all things reasonably necessary, including but not limited to the execution of a completed loan application and other instruments, payment to lender for a credit report, appraisal and any other required fees, to provide all information required by lender and to otherwise cooperate fully in order to make a good faith effort obtain the financing described below. If Buyer does not deliver a Notice, provided by Buyer's lender, to Seller of Buyer's inability to obtain a loan commitment on the terms described below by 5:00 p.m. on the date (the **"Loan Condition Deadline"**) which is_____ days *(15 days if none stated)* after the Effective Date, then this condition shall be deemed waived and Buyer's performance under this Contract shall thereafter not be conditioned upon Buyer's obtaining financing; provided, however, if such lender will not give Buyer such Notice then Buyer may directly notify Seller (on or before the Loan Condition Deadline) by providing a notarized affidavit that Buyer has timely complied with all of the terms of this paragraph and that despite request, Buyer was unable to obtain such Notice from lender. If Buyer has complied with the terms of this paragraph and has timely provided Notice to Seller of Buyer's inability to obtain the loan commitment, then this Contract shall terminate with Earnest Money to be returned to Buyer (subject to Section 8).

(Complete one or both) Loan amount:_____ % of the Purchase Price, *or* $ _____.

Initial interest rate not to exceed: _____ %. Amortization term _____ years.

Type (*check one*): ☐ Fixed Rate ☐ Adjustable Rate ☐ Other: _____

Other terms: _____

Note: A lender's loan approval process may not include an appraisal or other such comparison or determination of value of the Property. Different types of "appraisals" are available and lender underwriting requirements vary in this regard. If Buyer's performance under this Contract is to be independently conditioned upon the Property appraising at a specified value, then Buyer should complete and attach to this Contract an appropriate Rider. If the Loan Condition Deadline passes without a termination as outlined above, Buyer remains obligated under this Contract. Therefore, Buyer should be certain that Buyer will have available the funds required to close. A "loan commitment" or "preapproval" does NOT necessarily guarantee that Buyer's loan will actually be funded.

6. TITLE AND SURVEY. At Closing, Seller shall transfer marketable title to the Property subject only to the Permitted Exceptions, as directed by Buyer, by *(unless otherwise specifically agreed)* general warranty deed (the **"Deed"**), properly executed and in recordable form.

Within_____days (*10 days if none stated*) after the Effective Date (*check applicable box below*):

A. ☐ Seller shall deliver to Buyer, at **Seller's cost**, a commitment (the **"Title Commitment"**) to issue a current ALTA owner's policy of title insurance in the amount of the Purchase Price (the **"Owner's Policy"**) at **Seller's cost**.

B. ☐ Seller shall deliver to Buyer an abstract of title certified to date, at **Seller's cost**.

C. ☒ Seller shall deliver to Buyer, a Title Commitment at **Seller's cost** to issue an Owner's Policy at **Buyer's cost**. *(Specify if otherwise)* _____

_____

D. ☐ Buyer may order an abstractor or an authorized title insurance company to issue an abstract or Title Commitment for an Owner's Policy (**both at Buyer's cost**).

The Title Commitment (or abstract, as the case may be) shall be issued by the Closing Agent, unless otherwise specified. If Seller already has a survey of the Property in Seller's possession, Seller shall promptly deliver a copy to Buyer after the Effective Date. Buyer, at its sole option, expense and liability may also obtain a survey of the Property (**"Survey"**) to determine if there are any defects, encroachments, overlaps, boundary line or acreage discrepancies, or other adverse matters that may be disclosed. Buyer acknowledges that all surveys are not alike (*i.e.*, a "spot survey" is not the same as a "stake survey") and may not disclose all defects. ***Note: Buyer should consult with its lender and the title company as to their survey requirements and in order to provide full survey coverage to Buyer.***

Buyer shall have _____days *(20 days if none is stated)* after the Effective Date to review the Title Commitment (or abstract, as the case may be), including copies of all subdivision, use and other restrictions, rights of way and easements, and all other recorded documents referenced as exceptions therein which Buyer may desire to obtain (the **"Review Period"**), and to deliver Notice to Seller of any objections which Buyer has to any matters shown or referred to therein and/or the Survey (**"Objections"**). If any of boxes 6A, 6B or 6C is checked and Seller does not timely deliver to Buyer the Title Commitment (or abstract, as the case may be), then Buyer may either obtain the same directly at Seller's cost or elect to terminate this Contract, in which case the Earnest Money is to be returned to Buyer (subject to Section 8). Failure to timely deliver Notice to Seller of any Objections within the Review Period will constitute a waiver by Buyer of any Objections.

If Buyer does timely object, Buyer must also deliver a copy of the Survey and/or Title Commitment to Seller pertaining to such Objections. Seller shall have _____ days *(7 days if none stated)* from receipt of Buyer's Notice of Objections to agree in writing to correct the same prior to Closing at Seller's expense. If Seller does not so agree, then this Contract shall automatically terminate unless Buyer, within _____additional days *(3 days if none stated)* after Buyer's receipt of Seller's response to Buyer's Objections, agrees in writing to accept the title without correction of such Objections. ***Note: If Seller fails to timely respond to Buyer's Objections, then Seller shall be deemed to have refused to agree to correct any such Objections.*** If the Contract is terminated under this Section, then the Earnest Money is to be refunded to Buyer (subject to Section 8) and if any defect objected to causes a failure of marketable title, then Seller shall be liable for survey and title examination charges. Seller shall be liable for

clearing any exception to title that arises between the Effective Date and Closing, and any existing lien (other than general taxes and any installments of special taxes or assessments to be prorated at Closing) may be paid out of the Purchase Price proceeds. Subject thereto, any item shown on the Title Commitment, abstract or Survey (or which could have been shown on a survey) and to which Buyer does not timely submit an Objection during the Review Period, or for which Buyer waives Buyer's Objections as set forth herein, and specifically including all laws and zoning ordinances, are collectively referred to herein as the "**Permitted Exceptions**". The Owner's Policy must include mechanic's lien and inflation coverage, unless the title company issuing the Owner's Policy does not make available such coverage(s), or unless otherwise provided herein. Buyer is responsible for the cost of any lender's policy of title insurance to be issued. If this Contract is terminated for any reason, the abstract *(if any)* shall be returned to Seller.

7. INSPECTIONS. Seller agrees to permit inspections of the Property by any qualified independent inspector or appraiser selected by Buyer and/or required by Buyer's lender, upon reasonable advance Notice to Seller. Buyer may, at Buyer's option and expense, obtain written inspection reports of the Property as deemed necessary by Buyer or its lender, including but not limited to the condition or presence *(if any)* of: environmental hazards; mold; termite and wood destroying insect infestation or damage; plumbing, including water well, sewer, septic and wastewater treatment systems; roof and other structural improvements; heating and air conditioning systems and equipment; electrical systems and equipment; swimming pools and equipment; chimneys, flues and gas lines; basement leaks and exterior drainage; and mechanical equipment, including appliances. Buyer may also review additional property data, including but not limited to flood plain data; zoning regulations; leases and other occupancy agreements; general taxes; school district; square footage; and insurability of the Property **("Additional Property Data")**. ***Note: It is recommended that homeowners insurance availability be ascertained during the Inspection Period. Buyer should also contact law enforcement officials for information pertaining to whether registered sex offenders or other convicted criminals reside in the area.***

Buyer shall furnish a complete copy of the written inspection report(s) and/or Additional Property Data to Seller with a written list of any unacceptable condition(s) (the "**Inspection Notice**", *See MSC-2050*), within _____ days (*10 days if none stated*) after the Effective Date (the "**Inspection Period**"). ***Note: Buyer is allowed to submit only 1 Inspection Notice during the Inspection Period. The Inspection Notice should include all matters unacceptable to Buyer.*** Buyer agrees to immediately repair any damage to the Property, and to indemnify and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation reasonable attorney fees and court costs resulting from these inspections. Buyer's obligations under this Section shall survive termination of this Contract.

If Seller has not received an Inspection Notice by the end of the Inspection Period, Buyer shall be deemed to be satisfied with the results of such inspection(s). If timely Inspection Notice is given, it shall state whether: **(1)** Buyer is satisfied with all the inspections; **(2)** Buyer intends that any unacceptable conditions are to be satisfied by Seller (prior to Closing, unless otherwise specified); or **(3)** Buyer is terminating the Contract, with the Earnest Money to be returned to Buyer (subject to Section 8). Failure to obtain any inspection shall constitute a waiver and acceptance by Buyer of any condition any inspection may have disclosed.

If this Contract is not terminated as provided above, Seller shall have____ days (*7 days if none stated*) after Seller's receipt of the Inspection Notice (the "**Initial Response Period**") in which to respond in writing to Buyer's Inspection Notice. (*Note: If Seller fails to timely respond to Buyer's Inspection Notice, then Seller shall be deemed to have refused to agree to correct any alleged defects, or to provide a monetary adjustment at Closing).* The parties shall have an additional _____days (*3 days if none stated*) after Buyer's receipt of Seller's response to Buyer's Inspection Notice to reach an agreement in writing as to who will complete and pay for the correction of the defects, or as to a monetary adjustment at Closing in lieu of correction of the defects, or the Contract is to be deemed to be automatically terminated and the Earnest Money shall be returned to Buyer (subject to Section 8); provided, however, that either a written commitment by Seller to correct those items submitted by Buyer for correction during the Inspection Period at Seller's expense, or a written commitment by Buyer to accept the Property without correction of any unacceptable condition(s) which Buyer originally objected to, shall constitute an "agreement" for purposes of this paragraph, even after earlier negotiation failed to produce an agreement. ***Note: A monetary adjustment may affect the terms of Buyer's loan (e.g., down payment, interest rate and private mortgage insurance). Failure to correct a physical defect may affect Buyer's ability to obtain any required occupancy permit. A limited warranty or service agreement may also be available for purchase regarding the Property.***

Buyer and all Brokers may be present during any inspections and the "walk-through". Such presence shall only serve to assist in the coordination of and compliance with the terms of this Contract and shall not in any way be interpreted as providing the Brokers with a special knowledge or understanding of any inspection results. The parties will rely only upon the written inspection results received directly from the appropriate expert(s), and acknowledge that Brokers have no expertise or responsibility in determining any defects that may be disclosed by any inspections, warranties or services. Buyer acknowledges that: **(1)** Buyer will not rely upon Brokers in any way as to the selection or engagement of a particular company for any inspection, warranty or service; **(2)** inspections, warranties and services may be offered by more than one company and the determination to select and engage a particular company and the completeness and satisfaction of any such inspection, warranty or service is the sole responsibility of Buyer; and **(3)** when choosing to engage a lender, inspector, warranty, service, title or repair company, or any other service provider, Buyer should consider, but not be limited by, the existence of errors and omissions insurance, liability insurance, business and professional licensure, membership in professional associations and years of experience. ***Note: Pursuant to Missouri law, a real estate licensee, including the broker(s) assisting Buyer and/or Seller and their respective licensees (identified in the Brokerage Relationship disclosure Section below, collectively, the "Brokers"), shall be immune from liability for statements made by engineers, land surveyors, geologists, environmental hazard experts, wood destroying inspection and control experts, termite inspectors, mortgage brokers, home inspectors, or other home inspection experts unless: (1) the statement was made by a person employed by the licensee or the Broker with whom the licensee is associated; (2) the person making the statement was selected and engaged by the licensee; or (3) the licensee knew prior to Closing that the statement was false or the licensee acted in reckless disregard as to whether the statement was true or false. A licensee shall not be the subject of any action and no action shall be instituted against a licensee for any information contained in any Seller's disclosure furnished to Buyer, unless the licensee is a signatory to such or the licensee knew prior to Closing that the statement was false or acted in reckless disregard as to whether the statement was true or false.***

A licensee acting as a courier of documents referenced in this section shall not be considered to be making the statements contained in such documents.

8. DISPOSITION OF EARNEST MONEY AND OTHER ESCROWED FUNDS AND DOCUMENTS. Regardless of any other terms of this Contract regarding forfeiture or return of Earnest Money, the Escrow Agent and/or Closing Agent (as the case may be, "**Escrow Holder**") shall not distribute the Earnest Money or any other escrowed funds, personal property or documents held by it ("**Escrow Items**") without the written consent of all parties to this Contract (signature on Closing Statement may constitute such consent). Absent such written consent, Escrow Holder shall continue to hold said Escrow Items in escrow until: **(1)** Escrow Holder has a written release signed by all parties consenting to its disposition; **(2)** a civil action is filed to determine its disposition (including an interpleader filed by Escrow Holder), at which time payment and delivery of the Earnest Money and/or any other Escrowed Items may be made into court, less any attorney fees, court costs and other legal expenses incurred by Escrow Holder in connection therewith; **(3)** a court order or final judgment mandates its disposition; or **(4)** as may be required by applicable law. The parties specifically acknowledge and agree that whenever ownership of the Earnest Money or any other escrowed funds received by a Missouri licensed real estate broker is in dispute between the parties, said Escrow Holder is required by §339.105.4 RSMo to report and deliver the moneys to the State Treasurer within 365 days of the initial projected Closing Date. Escrow Holder is hereby authorized to report and deliver any such moneys to the State Treasurer at any time following sixty (60) days after the initial projected Closing Date (absent receipt of the written consent of all parties as set forth above). ***Note: An Escrow Holder who is not a licensed real estate broker is not bound by certain Missouri statutes and regulations which apply to earnest money deposits, or by the terms of this Contract regarding any Escrow Items, unless it separately agrees in writing.*** In any reference in this Contract (including any attached Rider) to the return of Earnest Money to Buyer, Buyer agrees that any expenses incurred by or on behalf of Buyer may be withheld by Escrow Holder and paid to the applicable service provider(s).

9. LOSS; CONDEMNATION. Risk of loss to improvements on the Property shall be borne by Seller until Closing. Seller agrees to maintain Seller's current fire and extended coverage insurance *(if any)* on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged, then Seller shall immediately provide Notice to Buyer of any such event, together with copies of any written communications to and from the condemning authority and/or insurer *(as the case may be)*, the amount of proceeds payable, and whether Seller intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization *(if needed)* for Buyer to communicate with the insurer. Buyer may then either: **(1)** proceed with the transaction and be entitled to all insurance proceeds (and/or condemnation payments and awards), if any, payable to Seller relating to the Property, in which case the amount of any such payments theretofore made to Seller (plus the amount equal to any deductible not covered by insurance) shall be at Buyer(s)' option either **(a)** a credit against the Purchase Price otherwise payable by Buyer at Closing or **(b)** a credit to Buyer at Closing, and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any litigation with respect thereto; or **(2)** rescind the Contract, and thereby release all parties from further liability hereunder, in which case the Earnest Money shall be returned to Buyer (subject to Section 8). Buyer shall give Notice of Buyer's election to Seller within 10 days after Buyer has received Notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required *(i.e., if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing)*. Seller shall not settle any claim regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract) without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the improvements. The provisions of this Section shall survive Closing.

10. ADJUSTMENTS AND CLOSING COSTS. Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations and except as may otherwise be expressly set forth herein or in a rider hereto). Such matters and the following prorations shall be itemized on a closing statement prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "**Closing Statement**"), together with all other documents required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

Buyer shall pay for (where applicable): **(a)** hazard insurance premium(s) from and after Closing; **(b)** flood insurance premium if required by lender; **(c)** fees for the Survey or any appraisal ordered by or for Buyer; **(d)** title company charges (including Closing, recording and escrow fees) customarily paid by a buyer in the County where the Property is located; **(e)** charges imposed by lender (*e.g.*, appraisal and credit report fees, loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; **(f)** building, termite, environmental and any other inspections ordered by Buyer; **(g)** special taxes, special subdivision and any other owner association assessments ("**Special Assessments**") levied after Closing; **(h)** the value of any heating oil or propane gas left in any tank at the Property (based on current market rate charged by supplier); **(i)** agreed upon repairs; **(j)** applicable municipal occupancy permit fee; and **(k)** any commission or other compensation due from Buyer to the Broker(s).

Seller shall pay for (where applicable): **(a)** existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by Buyer); **(b)** expenses of Buyer's loan agreed to by Seller in Section 5; **(c)** title company charges (including Closing, releasing and escrow fees) customarily paid by a seller in the County where the Property is located; **(d)** required municipal, conservation district and fire district inspection fees; **(e)** so-called "one-time" Special Assessments levied before Closing; **(f)** security deposits and prepaid rents and expenses held by Seller (to be credited to Buyer at Closing); **(g)** agreed upon repairs; and **(h)** any commission or other compensation due from Seller to the Broker(s).

Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing *(Seller to pay for day of Closing)*: **(a)** current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not adjusted; **(b)** general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year); **(c)** installments of Special Assessments becoming due during the calendar year of Closing; **(d)** subdivision upkeep assessments and monthly association fee; **(e)** interest (*if Buyer assumes an existing loan per Section 5 above*); **(f)** flat rate utility charges (including water, sewer and trash); and **(g)** boat dock fees.

11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE. This Contract is binding on and shall inure to the benefit of the parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if: **(a)** Seller is taking back a note and deed of trust as part of the Purchase Price, or **(b)** Buyer is assuming the existing note. Assignment does not relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire to sell, the Property as part of a like-kind exchange ("**Exchange**") pursuant to §1031 of the Internal Revenue Code (the "**Code**"). Each party agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however, in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "**Requesting Party**"). In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

12. ENTIRE AGREEMENT/MODIFICATION. This Contract and any rider(s) or other attachments hereto (*if any*) constitute the entire agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

13. DEFAULT/REMEDIES. If either party defaults in the performance of any obligation under this Contract, the party claiming a default shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the following remedies:

A. Seller Defaults. If Seller defaults, Buyer may: **(1)** specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; **(2)** terminate this Contract by Notice to Seller, and agree to release Seller from liability upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be specified in Buyer's Notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer (subject to Section 8). Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: **(1)** specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; **(2)** terminate this Contract by Notice to Buyer, and (subject to Section 8) retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or **(3)** pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. *(check one)*

☐ A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

☒ B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, and to deliver Notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall (subject to Section 8) be returned to Buyer. If Buyer does not timely deliver Notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

☐ C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (*if any*) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE. Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within _____ days *(4 days if none stated)* prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: **(1)** the Property is in the same general condition as it was on the Effective Date; and **(2)** repairs agreed upon *(if any)* are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and/or transmitted by any electronic form deemed valid in accordance with the Missouri Uniform Electronic Transactions Act, including but not limited to by facsimile machine, digital signature or a scanned image, such as a pdf via e-mail, is to be treated as an original signature and document.

19. GOVERNING LAW/ CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms **"Seller"** and **"Buyer"** may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, **"Notice"**) required under this Contract (after its acceptance) to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, a designated agent *(if any)* acting on behalf of Seller, a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, a designated agent *(if any)* acting on behalf of Buyer, a dual agent, transaction broker or as a Seller's subagent. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. The following are attached and incorporated herein as part of this Contract: *(check all that apply)*

☐ Financing Agreements MSC-2010 ☐ Contract Conditions MSC-2020 ☐ Dispute Resolution MSC-2030

☒ Other buyer's addendum ☐ Other _____ ☐ Other _____

22. SPECIAL AGREEMENTS. Seller will pay commission for listing agent and buyer will pay commission for selling agent. Sale and closing contingent on City of Joplin receiving $20 million grant from Economic Development Administration prior to closing.

23. PRINCIPAL(S) INVOLVED. *(check one, neither or both, as applicable)*

☐ Seller ☐ Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. *(check one, neither or both, as applicable)*

☒ Seller ☒ Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: *(Check appropriate box)*

☐ **Buyer's Limited Agent** (acting on behalf of Buyer).
☐ **Seller's Limited Agent** (acting on behalf of Seller).
☒ **Dual Agent** (acting on behalf of both Buyer and Seller).
☐ **Designated Agent** (designated to act on behalf of Buyer).
☐ **Transaction Broker Assisting Buyer** (not acting on behalf of either Buyer or Seller).
☐ **Subagent of Seller** (acting on behalf of Seller)

Licensee assisting Seller is a: *(Check appropriate box)*

☐ **Buyer's Limited Agent** (acting on behalf of Buyer).
☐ **Seller's Limited Agent** (acting on behalf of Seller).
☒ **Dual Agent** (acting on behalf of both Seller and Buyer).
☐ **Designated Agent** (designated to act on behalf of Seller).
☐ **Transaction Broker Assisting Seller** (not acting on behalf of either Seller or Buyer).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

PRO 100, Inc
Broker's Firm Assisting Buyer (and MLS ID No., if required)

By (*Signature*) _____

Licensee's Printed Name: Mike Woolston

Date: _____

PRO 100, Inc
Broker's Firm Assisting Seller (and MLS ID No., if required)

By (*Signature*) Bonnie Wright

Licensee's Printed Name: Bonnie Wright

Date: _____

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this offer, in writing, and provided further that communication of that acceptance is made to Buyer or to the licensee assisting the Buyer by _____ ____.m., of _____ .

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract.
All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a **"day"** is defined as a 24-hour calendar day, seven (7) days per week.

2-28-13
BUYER Charles Kuehn III **DATE**

BUYER **DATE**

SELLER *REJECTS* OFFER *(Initial)* _____

SELLER *COUNTER-OFFERS (Initial)* _____
Counter Offer form MSC-2040, which amends the terms of this offer, is attached and incorporated into this Contract.

By signing below Seller indicates that Seller has ACCEPTED this offer

2/28/13
SELLER Dustin H Brigance **DATE and TIME**

2/28/13
SELLER Alisha A Brigance **DATE and TIME**

RECEIPT AND ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By *(Signature)* _____

Licensee's Printed Name: _____ **Date:** _____

Approved by legal counsel for use exclusively by current members of the Missouri Association of REALTORS®, Columbia, Missouri. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 12/31/12.©2011 Missouri Association of REALTORS®

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GOODYEAR TIRE NOTES
417-623-0482

Called Goodyear Tire on 7th Street, June 12, 2013. Spoke to the Service Manager, R.D. Stevens about lifetime alignments and tires prices. Goodyear does not offer a lifetime alignment. They offer a 3-year alignment which has no restrictions at a cost of $113.00 to the City. Per Mr. Stevens, Firestone has a long list of restrictions on their lifetime alignments which would void it, such as repairs, wrecks, etc. Goodyear has no restrictions. Even if the car is totaled or sold, if there is time remaining on the 3-year alignment, the alignment can be transferred to the new vehicle for the remaining time left.

Mr. Stevens has been the Service Manager at the 7th Street Goodyear for 10 years. He indicated they used to do all the tires, balancing & alignments on our cars up until 2-3 years ago. He did not know why the Garage stopped bringing them cars. He indicated they used to have 3-4 cars every day in their shop from the City of Joplin, then one day it stopped with no explanation from the Garage. Mr. Stevens said he assumed Firestone was giving the City a better deal on tires and that is the reason they were no longer getting the business. Per Mr. Stevens, the garage did not request tires to carry out of the store & keep on hand at the garage.
I did inquire about tire prices and below is the tire comparison.

Goodyear Police Tire P235/55R17 costs $106.92 with balance & all parts. Firestone Police Tire costs $119.04 for balance & all parts. (Majority of police cars use this size.) Goodyear is $12.12 per tire less expensive compared to Firestone. Mr. Stevens indicated the City averaged 20,000-25,000 miles on the Goodyear police tire.

Goodyear Police tire P225/60R16 97V costs $99.50 with balance & all parts. Firestone Police tire costs $97.09 with balance & all parts. Firestone is $2.41 less expensive.

Oil change at Goodyear costs $22.39 for a 5-quart oil change and $24.89 for a 6-quart oil change.

