C O U N C I L A G E N D A

November 17, 2014

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Michael L. Seibert	Gary Shaw
Morris Glaze (Mayor ProTem)		Melodee Colbert- Kean
Bill Scearce		Dr. Benjamin D. Rosenberg
Ryan Stanley		Michael Seibert
Miranda Lewis		

1. Call to Order
Invocation
Pledge of Allegiance

2. Roll Call

3. Presentations

1. Proclamation Honoring Illustrious Potentate Noble Rev. Willie Rogers, Jr.

2. Recognition of outgoing Members of Boards and Commissions

3. Update on Wallace – Bajjali projects

4. Finalization of Consent Agenda

5. Reports and Communications

6. Citizen Requests and Petitions

7. Public Hearings

8. Consent Agenda
1. Minutes of the November 3, 2014 Council Meeting

2. Minutes of the November 10, 2014 Special Council Meeting

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

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

3. COUNCIL BILL NO. 2014-025 - AN ORDINANCE amending subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin.

4.COUNCIL BILL NO.2014-183 -AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6. Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

5. COUNCIL BILL NO. 2014-184 - AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2320 S. Hall St., Webb City, MO and owned by Don's Cold Storage and Transportation, LLC.

6. COUNCIL BILL NO. 2014-185 - AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7931 E. 24th St. and owned by Magoulas Enterprises Inc, dba Component Packaging.

7. COUNCIL BILL NO. 2014-275 -AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and including in District C-2-PD property as described below and located at 1605-1609 East 20th Street in the City of Joplin, Jasper County, Missouri.

8. COUNCIL BILL NO. 2014-276 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the southwest corner of 20th Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

9. COUNCIL BILL NO. 2014-277-AN ORDINANCE providing for the vacation of all right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri.

10. COUNCIL BILL NO. 2014-620 - AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

11. COUNCIL BILL NO. 2014-622 - AN ORDINANCE approving a License Agreement with Internet Destination Sales System (iDSS) for Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

9. Resolutions

1. RESOLUTION NO. 2014-020 - A RESOLUTION authorizing the filing of a Third Amendment to the Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program, Round 1; and authorizing the Planning and Community Development Director to execute said Plan for and on behalf of the City of Joplin.

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-026 - AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Samuel L. Anselm for the purpose of employing him as City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-027-AN ORDINANCE authorizing the City to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) series 2014, in an amount not to exceed $8,200,000 for the purpose of providing funds to pay the costs of purchasing and installing a commercial project for Joplin MO (3502 Enterprise) LLC; and authoring the City to take certain other actions and approve certain agreements in connection with the issuance of the Bonds; and containing an emergency clause.

3. COUNCIL BILL NO. 2014-028 - AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00315, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0520, to satisfy the jury award in the case related to the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

4. COUNCIL BILL NO. 2014-030 - AN ORDINANCE authorizing the acceptance and agreement to allow the termination by the SWJOMO Seniors, LLC, of the Senior Transitional Housing Site Development Agreement (Seniors Site Development) for the redevelopment of property located at near the intersection of 26th Street and McClelland Boulevard, and the nine (9) option agreements for the purchase of real estate for the Seniors Project; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

5. COUNCIL BILL NO. 2014- 187 - AN ORDINANCE approving a contract with Rosetta Construction for Two Million Eighty Two Thousand Six Hundred Forty Three and no/100 Dollars ($2,082,643.00) for construction of the Sanitary Sewer Reconstruction & Repair-Green Zone project; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause.

6. COUNCIL BILL NO. 2014-623 - AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-520 on October 20, 2014; and containing an emergency clause.

7. COUNCIL BILL NO. 2014-624 - AN ORDINANCE authorizing and approving the City of Joplin to purchase Pro-Safe Fire burn props, for the amount of Two-Hundred Eighty Nine Thousand dollars and Zero Cents ($289,000) authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

8. COUNCIL BILL NO. 2014-625 - AN ORDINANCE approving Council Bill 2014-625, dealing generally with the purchase of property located at 1111 Broadway Avenue for payment of Six Thousand Five Hundred Dollars ($6,500.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

9. COUNCIL BILL NO. 2014-626 - AN ORDINANCE approving Council Bill 2014-626, dealing generally with the purchase of property at 1109 Broadway Avenue, for the payment of Twelve Thousand Dollars ($12,000.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

11. **Ordinances – First Reading**

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. News from the PIO

Notice posted at 4:30p.m. on this the 13th day of November, 2014. (RSMo 610.020)

PRESENTATIONS:

- Proclamation honoring Illustrious Potentate Noble Rev. Willie Rogers, Jr.
- Recognition of outgoing boards/commissions members
- Update on Wallace Bajjali projects

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES November 3, 2014

CALL TO ORDER

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

INVOCATION - read by City Clerk Barbara Hogelin

FLAG SALUTE – led by Dr. Rosenberg

ROLL CALL – Motion by Mr. Woolston Second by Mr. Glaze to excuse Mrs. Lewis. Motion carried 8-0-1.

PRESENTATIONS - Proclamation for Pancreatic Cancer Awareness Month – Mayor Seibert presented a Proclamation to Billie Stockam recognizing November as Pancreatic Cancer Awareness Month.

Discuss the locations for the skate park – Chris Cotten, Parks and Recreation Director discussed several possible locations in the city as places skate parks could be located. Motion by Mr. Scearce, Second by Mr. Stanley to approve the skate park at the fast pitch field once played by Mr. Shaw at Ewert Park. Motion carried, 7-1-1, with Mr. Glaze voting no.

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

REPORTS AND COMMUNICATIONS

CITIZEN REQUESTS AND PETITIONS - City Clerk Barbara Hogelin reported to Council a request had been made in her office after the agenda was printed. Motion by Woolston, Second by Colbert-Kean to allow Mr. Jones to address Council. Mr. Gary Jones 18818 Old 66 Carthage Missouri had issues with one of his properties at 928 Murphy about mowing. He had received letters from the city and tried to talk to city staff but was unsuccessful. The City Manager responded to him.

PUBLIC HEARINGS
Public Hearing Procedures: read by City Clerk Barbara Hogelin

PUBLIC HEARING for COUNCIL BILL NO. 2014-183

ACTION

Mayor Michael Seibert opened the Public Hearing

Lynden Lawson, Asst. Public Works Director, Leslie Haase, Finance Director and David Naumann with Burns-McDonnell appeared on behalf of this request.

Tom Nolan, 220 W. 4th Street, appeared in opposition to this request.

David Weaver, 1501 S. Duquesne, appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-183 Motion by Mr. Glaze, Second by Mr. Woolston to Place Council Bill No. 2014-183 on First Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being COUNCIL BILL NO. 2014-183

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6. Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-275

Mayor Michael Seibert opened the Public Hearing

Charlie Kuehn, 612 McConnell, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2014-275. Motion by Mr. Shaw, Second by Mr. Scearce to Place Council Bill No. 2014-275 on First Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw and Stanley. 7. Nays: 0. Absent: 1, Lewis. Abstention: 1, Woolston.

The Bill was read as being COUNCIL BILL NO. 2014-275

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and including in District C-2-PD property as described below and located at 1605-1609 East 20th Street in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-276

Mayor Michael Seibert opened the Public Hearing

Kendra Myers, Kum & Go, appeared on behalf of this request.

Jared Rassman, Olson Assoc. Springfield, MO appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-276 Motion by Woolston, Second by Mr. Scearce to Place Council Bill No. 2014-276 and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being COUNCIL BILL NO. 2014-276

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the southwest corner of 20th Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-277

Mayor Michael Seibert opened the Public Hearing

Jared Rassman, Olson Assoc. Springfield, MO appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Woolston introduced Council Bill No. 2014-277. Motion by Woolston, Second by Shaw to Place Council Bill No. 2014-277 on First Reading and Pass. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Bill was read as being COUNCIL BILL NO. 2014-277

AN ORDINANCE providing for the vacation of all right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri.

CONSENT AGENDA - Motion by Mr. Glaze, Second by Mr. Shaw, to approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

Minutes of the October 20, 2014 Council Meeting.

Minutes of the Special October 25, 2014 Council Meeting.

COUNCIL BILL NO. 2014-273 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-

2 and including in District C-3-PD property as described below and located at 305 South High Avenue in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014- 178

COUNCIL BILL NO. 2014-274 - AN ORDINANCE providing for the vacation of all of Third Street right-of-way between High and Comingo Avenues, and the vacation of the north half of the utility easement for the redevelopment of Joe Becker Stadium, in the City of Joplin, Jasper County, Missouri. Ordinance No. 2014- 179

COUNCIL BILL NO. 2014-621 - AN ORDINANCE approving a License Agreement for Police Department Training Courses by and between the City of Joplin, Missouri, a Municipal Corporation, and Crowder College; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Ordinance No. 2014- 180

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Glaze introduced Council Bill No. 2014-186. Motion by Mr. Glaze, Second by Mr. Stanley Council Bill No. 2014-186 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-181

AN ORDINANCE approving the Redevelopment Plan for property known as the Haugton Block Building located at 824 S. Main St; by Jeremy and Lori Haun, in accordance with the Redevelopment Plan as approved by the Joplin Redevelopment Corporation, Inc; approving and authorizing the abatement of ad valorem real estate taxes on the improvements to property located at 824 S. Main St., Joplin, Missouri; taxes on the improvements to the real property will be abated at the rate of one hundred percent (100%) for ten (10) years, commencing January 1, 2015 and fifty (50%) for the following five (5) years, commencing January 1, 2025; authorizing the City Manager to execute all instruments approved herein and any other instruments necessary to effectuate the intent of the Council as described herein upon recommendation of the City Attorney; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-413. Motion by Mr. Stanley, Second by Shaw, that Council Bill No. 2014-413 be approved on an emergency basis. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-182

AN ORDINANCE authorizing the City of Joplin to amend an Agreement with Deloitte Financial Advisory Services LLP (Deloitte FAS) in the amount not to exceed to compensate for activity delivery services incurred related to the 2011 Community Development Block Grant- Disaster Recovery fund, authorizing the Planning and Community Development Director to execute said Amendment for the City, and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Scearce introduced Council Bill No. 2014-025. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2014-025 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-025

AN ORDINANCE amending subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin.

Mr. Stanley introduced Council Bill No. 2014-184. Motion by Mr. Stanley, Second by Mr. Scearce, that Council Bill No. 2014-184 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-184

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2320 S. Hall St., Webb City, MO and owned by Don's Cold Storage and Transportation, LLC. Motion by Mr. Stanley, Second by Mr. Scearce, that Council Bill No. 2014-184 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

Mr. Glaze introduced Council Bill No. 2014-185. Motion by Mr. Glaze, Second by Mr. Woolston, that Council Bill No. 2014-185 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-185

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7931 E. 24th St. and owned by Magoulas Enterprises Inc, dba Component Packaging.

Mr. Scearce introduced Council Bill No. 2014-620. Motion by Mr. Scearce, Second by Mr. Shaw, that Council Bill No. 2014-620 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-620

AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

Mr. Stanley introduced Council Bill No. 2014-622. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-622 be Passed on First Reading and Advance to Second and Third. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

The Council Bill was read as being COUNCIL BILL NO. 2014-185

AN ORDINANCE approving a License Agreement with Internet Destination Sales System (iDSS) for Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS
News from the PIO.

Leaf pickup will begin December 17 with 2 crews working from northwest and southwest.

Tomorrow is Election Day in the City of Joplin so please don't forget to go out and vote

Patrick Tuttle invited everyone to go to www.visitjoplinmo.com for all of the upcoming holiday events. The unveiling of the holiday windows here at City Hall will be Thursday, November 20, 2014 at 6:00 pm; following will be a tree lighting ceremony at Spiva Park, sponsored by the Parks Department.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session. Motion by Mr. Glaze, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 0. Absent: 1, Lewis.

There being no further business the meeting adjourned at 8:12 p.m.

Respectfully submitted,

Barbara L. Hogelin

Barbara L. Hogelin, MMC/MPCC, City Clerk

CITY OF JOPLIN
CITY COUNCIL SPECIAL MEETING
MINUTES

November 10, 2014

CALL TO ORDER
The Special Meeting for the Joplin City Council was called to order at 5:59 p.m. by Mayor Michael L. Seibert.

READING OF THE SPECIAL CALL
Notice is hereby given that the City Council of the City of Joplin, Missouri will hold a special meeting beginning at 5:45 p.m. on Monday, November 10, 2014, in the 5th Floor Informal Conference Room, 602 S. Main for the Purpose of interviewing Public Defender applicants.

ROLL CALL: PRESENT: Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston, 8. Absent: 1, Melodee Colbert–Kean.

Also in attendance were City Attorney Peter Edwards and Assistant City Attorney Jordan Paul.

Vote to go into closed session, which shall pertain to the hiring, firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021(3) (13) RSMo, as amended, 2013, more specifically to interview Public Defender applicants. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Woolston, Second by Mr. Shaw to go into Closed Session.
Roll call vote to go into closed session. Voting in favor were Council Members: Morris Glaze, Miranda Lewis, Benjamin Rosenberg, Bill Scearce, Michael Seibert, Gary Shaw, Ryan Stanley and Mike Woolston. 8. Absent: 1, Melodee Colbert–Kean

Meeting was adjourned at 6:00 pm.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC /MPCC City Clerk

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: Nov 3, 2014

ITEM: Council Bill No. 2014-025 – AN ORDINANCE amending Section 42-35(e), Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin to allow for a new assessment of $4 in all cases filed in municipal court.

ORIGINATING DEPARTMENT: Municipal Court

ATTACHMENTS: Council Bill No. 2014-025; Repealing Article II, Municipal Court, of Chapter 42, Courts

DEPARTMENT HEAD:	LAMONTE W. RATCLIFF LR	**DATE: 10/27/2014**
INTERIM CITY MANAGER:	Samuel L. Anselm SA	**DATE:** 10/28/14
FINANCE:	Leslie Haase LH	**DATE:** 10-28-14
LEGAL:	Peter C. Edwards PE	**DATE:** 10/28/14

INTRODUCTION:

Originally, Council Bill No. 2007-508 (Ordinance No. 2007-213) approved the collection of $2 in additional to other court costs, to be assessed in all cases filed in municipal court for deposit in a fund for the provision of operating expenses for shelters for battered persons pursuant to RSMo 479.261. However, there is a new state statute that currently allows for an additional $2, for a total of $4 to be assessed in all cases filed in the municipal court – RSMo 488.607.

DISCUSSION:

Currently the City, through the municipal court, collects a total of $2 in all cases filed in the municipal court concerning shelters for battered persons. On or about July 31, 2014 Alison Malinowski, director of the Lafayette House, Joplin, Missouri asked if the City/court would support increasing court surcharges from $2 to $4 to help with services for domestic violence. After talking to the lead judge of the municipal court, Judge Chuck Brown, it was agreed upon by the interim city manager, Sam Anselm, and decided that the municipal court would give such support by approaching council concerning the increased collections, totaling $4, in all cases filed in municipal court, as allowed by RSMo 488.607.

RECOMMENDATION:

Staff recommends Council Bill 2014-025 be placed on First Reading.

COUNCIL BILL NO. 2014-025 ORDINANCE NO.

AN ORDINANCE amending subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, of the Code of Ordinances of the City of Joplin.

WHEREAS, the State has passed legislation that allows the court to increase certain existing fees for shelters for victims of domestic violence, and,

WHEREAS, the Council of the City of Joplin desires to increase these fees in order to better support victims of domestic violence.

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

Section 1. That subparagraph (e), Section 42-35, Court costs and other fees, Article II, Municipal Court, of Chapter 42, Courts, be amended to read as follows

(e) In addition to all other court costs described in this section, additional costs of $4.00 shall be assessed as costs in all cases filed in municipal court. The judge may waive assessment of such costs in those cases where the defendant is found by the judge to be indigent and unable to pay the costs. Such costs shall be collected by the clerk and disbursed at least monthly for deposit in a fund for the provision of operating expenses for shelters for battered persons pursuant to RSMo 488.607 in such proportion as the city council shall from time-to-time decide. The funds shall stand appropriated upon receipt for such use. No fee as described in this subsection shall be collected in any proceeding when the proceeding or defendant has been dismissed by the court.

Section 2. That this Ordinance shall become effective on January 1, 2015.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,

City Clerk
APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014
Council Bills No. 2014 - 183
Item: New Rate Structure for Joplin Sewer Utilities

Originating Department: PUBLIC WORKS – OPERATIONS

Attachments: 1) Council Bill No. 2014-183
2) Appendix 1 (Burns and McDonnell Rate Study)

Operations Department: Lynden Lawson	Date: 10/28/2014
Department Head: Nicholas A. Heatherly	Date: 10/28/14
Finance Department: Leslie Haase	Date: 10-29-14
City Attorney: Peter C. Edwards	Date: 10/29/14
Interim City Manager: Samuel L. Anselm	Date: 10/29/14

Recommended Action: 1) Approval of New Rate Structure for all customers inside and outside the city limits for sewer utilities per guidance set by the 2014 wastewater rate study.

Background:
The current sewer rates were established in a rate study conducted in 2008 and became effective on January 1, 2009. Council Bill 2009-013 was authorized by the city to incorporate the City's current rate structure for the customers of Joplin. Those rates were set at 5% per year for a five year period that will end December 31, 2014. Due to the deepening recession of that time period, the community elected to set a level, minimal rate increase, although higher increases were recognized as being warranted to maintain an effective operation and maintenance program.

In 2013 the City of Joplin hired Burns and McDonnell (Council Bill 2013-234) to convene a rate study analysis to determine what rates are needed to fund the city's wastewater treatment and maintenance programs. That study was completed and is the basis for the recommended action.

On October 28, 2014 staff held meetings with commercial/industrial customers and with the satellite jurisdictions that transport their wastewater to the City of Joplin where it is treated and discharged in accordance with our NPDES permit issued by the State of Missouri.

Discussion:
The staff and a representative of Burns and McDonnell presented council with the proposed new rate structure on October 13, 2014 during a Council work session. At the conclusion of that meeting, Council directed Staff to proceed with preparing the necessary council bill for consideration at the November 3, 2014 City Council meeting. The rate study recommends increasing the sewer rates by 8% in 2015, 9% in 2016, 10% in 2017; 11% in 2018 and 12% in 2019 and that these rates would be applicable to all customers. All customers served that are not

within the city limits of Joplin will pay those same rates, times a multiplier of 1.3. Approval of this rate structure will provide the City with the resources to adequately operate and maintain the wastewater collection and treatment system in a manner that will meet our permit requirements.

Recommendation: Staff recommends that approval of Council Bill 2014-183 on first reading.

COUNCIL BILL NO. 2014-183 **ORDINANCE NO. 2014-000**

AN ORDINANCE amending Chapter 118, Utilities, Article II, Sewers and Sewage Disposal, Division 6 Rates and Charges, of the Joplin City Code, by repealing sections 118-201 through 118-202, inclusive, of Division 6 in their entirety and enacting new sections 118-201 through 118-202, inclusive of Division 6. Rates and Charges; dealing generally with the establishment of sewer rates for the City of Joplin, Missouri.

WHEREAS, in 2009 the Council of the City of Joplin established a sewer rate based upon the cost of providing the sewer infrastructure and the cost of treating, on a per usage basis, the waste stream; and, for industrial and commercial users with additional surcharges for usage and waste water strength; and,

WHEREAS, the Council of the City of Joplin heard a presentation report regarding the proposed rates at the October 13, 2014 regular meeting of the Council; and,

WHEREAS, in 2014 the consulting firm of Burns and McDonnell have reviewed the City's wastewater treatment system and have provided rate recommendations; and,

WHEREAS, the rates increase each year, 2015 through 2019; and,

WHEREAS, only those residential, commercial, industrial and governmental persons or entities utilizing the system will be responsible for payment of sewer fees; and,

WHEREAS, the rate charged to out-of-town users is higher, in part, because those users do not bear the potential liability associated with a wastewater treatment system that City residents may incur; and,

WHEREAS, the proposed rate increase herein is based on the actual cost of providing the sewer infrastructure and cost of treating the waste stream; and,

WHEREAS the Council of the City of Joplin has determined that the rate structure proposed is the most equitable way to balance the cost maintaining an environmentally compliant and effective sewerage system.

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

Section 1. That Sections 118-201 through 118-202, inclusive, of Division 6. Rates and Charges. of Division II. Sewers and Sewage Disposal. of Chapter 118. Utilities. of the Joplin City Code, are hereby repealed in their entirety, and a new Division 6. Rates and Charges., Sections 118-201 through 118-202 are hereby enacted in lieu thereof, to read as follows:

DIVISION 6. RATES AND CHARGES

Sec. 118-201. Generally.

Sewer service charges are hereby levied against every residential, commercial, industrial and governmental user connected to public sewers in accordance with the rate recommendation documented in the 2014 Burns and McDonnell rate study, said rate study is incorporated herein by reference as Appendix 1. The proceeds of such charges so derived will be used first, for the purpose of retiring the debt for the public wastewater treatment works and then for the purpose of operation, maintaining and replacing the sewer system and equipment.

Sec. 118-202. Rates and surcharges.

(a.) All residential, commercial, industrial and governmental establishments shall be charged for sewer service in accordance with the following rate table. The sewer service charge shall consist of a monthly facility charge based upon the size of water meter plus a charge based upon the gallons of water used per month. The charges shall become effective on the dates listed in the table. The rate effective on January 1, 2019, shall be effective thereafter until changed.

RATE TABLE I

3/4 Inch Meter or Smaller

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	19.60	25.48	1.29	1.68
January 1, 2015	21.17	27.52	1.39	1.81
January 1, 2016	23.08	30.01	1.52	1.98
January 1, 2017	25.39	33.00	1.67	2.17
January 1, 2018	28.18	36.63	1.85	2.41
January 1, 2019	31.56	41.03	2.07	2.69

1 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	25.17	32.72	1.29	1.68
January 1, 2015	27.18	35.33	1.39	1.81
January 1, 2016	29.63	38.52	1.52	1.98
January 1, 2017	32.59	42.37	1.67	2.17
January 1, 2018	36.17	47.02	1.85	2.41
January 1, 2019	40.51	52.66	2.07	2.69

1 ½ Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	39.10	50.82	1.29	1.68
January 1, 2015	42.23	54.90	1.39	1.81
January 1, 2016	46.03	59.84	1.52	1.98
January 1, 2017	50.63	65.82	1.67	2.17
January 1, 2018	56.20	73.06	1.85	2.41
January 1, 2019	62.94	81.82	2.07	2.69

2 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	55.80	72.53	1.29	1.68
January 1, 2015	60.26	78.34	1.39	1.81
January 1, 2016	65.68	85.38	1.52	1.98
January 1, 2017	72.25	93.93	1.67	2.17
January 1, 2018	80.20	104.26	1.85	2.41
January 1, 2019	89.82	116.77	2.07	2.69

3 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	94.76	123.19	1.29	1.68
January 1, 2015	102.34	133.04	1.39	1.81
January 1, 2016	111.55	145.02	1.52	1.98
January 1, 2017	122.71	159.52	1.67	2.17
January 1, 2018	136.21	177.07	1.85	2.41
January 1, 2019	152.56	198.33	2.07	2.69

4 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	150.41	195.54	1.29	1.68
January 1, 2015	162.44	211.17	1.39	1.81
January 1, 2016	177.06	230.18	1.52	1.98
January 1, 2017	194.77	253.20	1.67	2.17
January 1, 2018	216.19	281.05	1.85	2.41
January 1, 2019	242.13	314.77	2.07	2.69

6 Inch Meter

EFFECTIVE DATE	FACILITY CHARGE PER MONTH		VOLUME CHARGE PER 1000 GAL.	
	In City	Out of City	In City	Out of City
Present Rate (2014)	289.59	376.47	1.29	1.68
January 1, 2015	312.76	406.59	1.39	1.81
January 1, 2016	340.91	443.18	1.52	1.98
January 1, 2017	375.00	487.50	1.67	2.17
January 1, 2018	416.25	541.13	1.85	2.41
January 1, 2019	466.20	606.06	2.07	2.69

(b.) A surcharge rate is established for each user which discharges wastewater into the city treatment works which contains excess strength biochemical oxygen demand (BOD) and total suspended solids (TSS.) Excess strength BOD and TSS are defined as wastewater with a BOD concentration in excess of 2.5 lb/l,000 gallons or a TSS concentration in excess of 2.5 lb/l,000 gallons. Surcharges for BOD and TSS shall be paid at the rates established in Rate Table II, and shall be paid in addition to the normally established rates listed in Rate Table I. The charges shall become effective on the dates listed in the table, and shall be applicable through the subsequent year. The rate effective on January 1, 2019 shall be effective thereafter until changed.

RATE TABLE II

EFFECTIVE DATE	BOD SURCHARGE RATE PER POUND		SS SURCHARGE RATE PER POUND	
	In City	Out of City	In City	Out of City
Present Rate (2014)	0.55	0.72	0.32	0.41
January 1, 2015	0.59	0.77	0.35	0.46
January 1, 2016	0.64	0.83	0.38	0.49
January 1, 2017	0.70	0.91	0.42	0.55
January 1, 2018	0.78	1.01	0.47	0.61
January 1, 2019	0.87	1.13	0.53	0.69

(c) In addition to any fee or surcharge described hereinabove, any user which discharges any toxic pollutants which cause an increase in the cost of managing the effluent or sludge from the city's treatment works, or any user which discharges any substance which singly or by interaction with other substances causes identifiable increases in the cost or operation, maintenance, or replacement of the treatment works, shall pay for such increased costs. The charge to each user shall be as determined by the responsible plant operating personnel and approved by the city council.

Section 2. In the event that any provision or portion of Section 118-201 or 118-202 of Section 1. of this ordinance are declared illegal, unconstitutional or otherwise invalid, this ordinance shall not be considered severable; however, in the event that any other provision of this ordinance shall be declared illegal, unconstitutional or otherwise invalid, that provision shall be deemed severed here from and the balance thereof shall be construed and enforced as if this ordinance did not contain the particular portion or provision held to be void.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____day of _____ 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

APPENDIX 1

Report on the

Wastewater Rate Study

City of Joplin, Missouri

Project No. 77304

October 2014

Wastewater Rate Study

prepared for

City of Joplin, Missouri

October 2014

Project No. 77304

prepared by

Burns & McDonnell Engineering Company, Inc.
Kansas City, Missouri

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LIST OF ABBREVIATIONS

Abbreviation	Term/Phrase/Name
BMcD	Burns & McDonnell
BOD	Biochemical Oxygen Demand
CIP	Capital Improvement Program
FTE	Full Time Equivalent Employee
I/I	Infiltration/Inflow
Mgal	One Thousand Gallons
O&M	Operation and Maintenance
TSS	Total Suspended Solids

1.0 EXECUTIVE SUMMARY

The City of Joplin, Missouri (City) retained Burns & McDonnell to perform a wastewater rate study (Study) for the City's wastewater system. The Study establishes a five-year financial plan and develops a schedule of proposed rates for each of the five years. Burns & McDonnell previously completed a similar study for the City in 2009.

This Report and the associated Executive Summary presents the major findings of the Study applicable to the City's Wastewater Utility.

1.1 Financial Planning

Comprehensive financial planning conducted for the Wastewater Utility indicates that revenues under existing rates are not adequate to meet the current and projected cash obligations of the utility over the Study period. The need for revenue adjustments is influenced by the following factors:

- Flat user charge revenue projections;
- Substantial need for rehabilitation and repair of existing wastewater infrastructure;
- Increased cost of operations as a result of anticipated inflationary pressures; and
- Maintenance of reasonable operating and capital reserves.

System-wide revenue adjustments have been proposed to provide adequate funding for operations and capital needs while maintaining an appropriate level of reserves. These increases are summarized in Table 1-1 below, and assume implementation on January 1 of each indicated year.

Table 1-1: Proposed Wastewater Revenue Increases

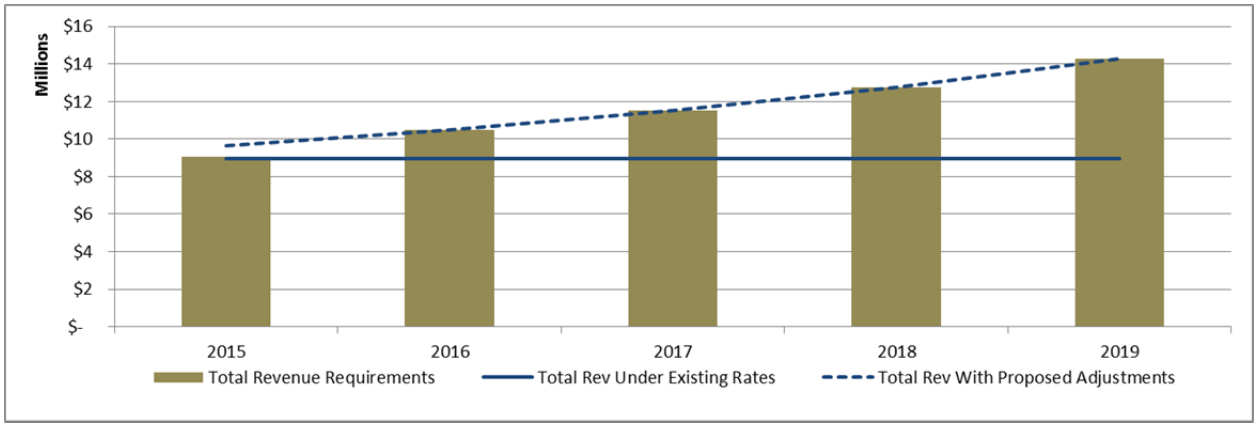
Year	Proposed Revenue Increase
2015	8.0%
2016	9.0%
2017	10.0%
2018	11.0%
2019	12.0%

The pattern of 1.0 percent per year increases in the annual adjustments shown in Table 1-1 should not be interpreted to suggest that future revenue adjustments beyond 2019 will continue in such a pattern. The proposed revenue increases were developed to phase in needed revenue funding over time. Revenue

increases beyond 2019 will be evaluated based on the operating and capital funding needs in future analyses.

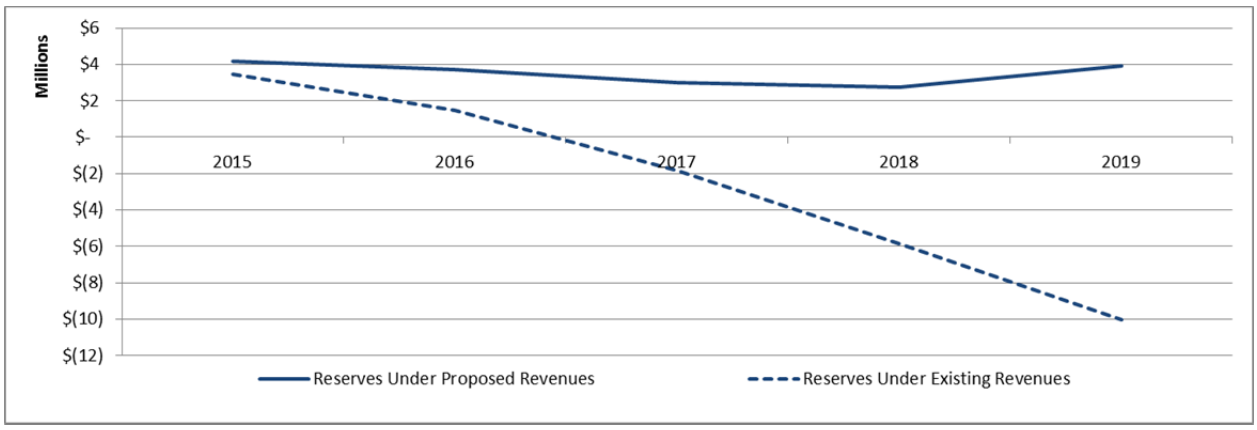
The financial plan is illustrated in Figure 1-1 below, in which the bars represent the major annual cash obligations while the lines depict revenues with and without proposed revenue adjustments. As shown, revenues projected the proposed revenue adjustments are sufficient to meet projected obligations.

Figure 1-1: Wastewater Utility Operating Cash Flow with Proposed Revenue Adjustments



Reserve balances are projected in Figure 1-2, depicted with and without the proposed revenue adjustments. Without the proposed revenue adjustments, existing reserves are projected to be exhausted during 2016. With the proposed revenue adjustments, reserves are anticipated to stabilize at about $4 million by the end of the Study period, a level consistent with projected 2015 balances.

Figure 1-2: Wastewater Utility Projected Reserve Balances



1.2 Proposed Rates

Proposed rates were developed assuming across the board increases in user charges, meaning that all rates under the existing rate structure were proportionately increased in accordance with the system

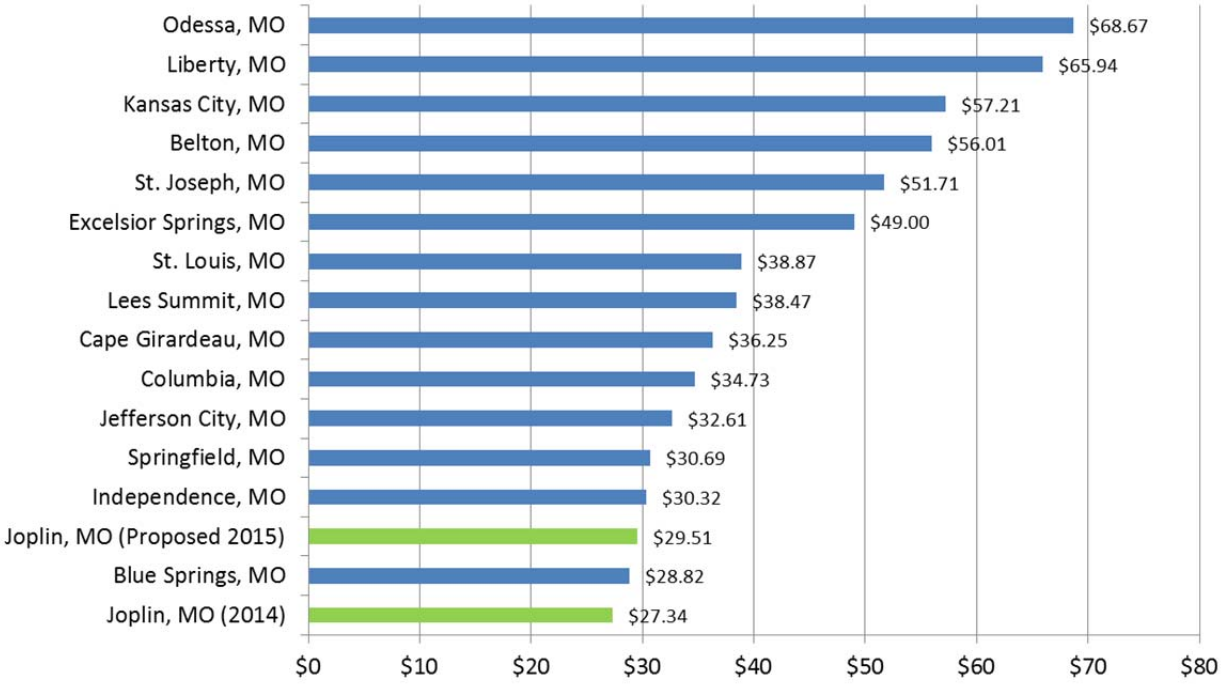
adjustments summarized in Table 1-1. Existing and proposed Inside City rates are shown in Table 1-2. Outside City rates are 1.30 times Inside City rates.

Table 1-2: Existing and Proposed Wastewater Rates

Line No.	Description	Existing 2014	Proposed 2015	2016	2017	2018	2019
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 19.60	$ 21.17	$ 23.08	$ 25.39	$ 28.18	$ 31.56
2	1"	$ 25.17	$ 27.18	$ 29.63	$ 32.59	$ 36.17	$ 40.51
3	1.5"	$ 39.10	$ 42.23	$ 46.03	$ 50.63	$ 56.20	$ 62.94
4	2"	$ 55.80	$ 60.26	$ 65.68	$ 72.25	$ 80.20	$ 89.82
5	3"	$ 94.76	$ 102.34	$ 111.55	$ 122.71	$ 136.21	$ 152.56
6	4"	$ 150.41	$ 162.44	$ 177.06	$ 194.77	$ 216.19	$ 242.13
7	6"	$ 289.59	$ 312.76	$ 340.91	$ 375.00	$ 416.25	$ 466.20
8	**Volume Charge - $/1,000 gal**	$ 1.29	$ 1.39	$ 1.52	$ 1.67	$ 1.85	$ 2.07
9	**BOD Surcharge - $/lb**	$ 0.55	$ 0.59	$ 0.64	$ 0.70	$ 0.78	$ 0.87
10	**SS Surcharge - $/lb**	$ 0.32	$ 0.35	$ 0.38	$ 0.42	$ 0.47	$ 0.53

A comparison of the City's existing and proposed monthly Residential typical bills to other regional and state wastewater utilities was also conducted. The comparison shown in Figure 1-3 indicates that a typical residential wastewater bill under proposed rates is competitively positioned among regional wastewater utilities.

Figure 1-3: Regional Residential Monthly Wastewater Bill Comparison (6,000 gallons/month)



2.0 INTRODUCTION

2.1 Study Background

The City of Joplin, Missouri (City) retained Burns & McDonnell (BMcD) to perform a wastewater rate study (Study) for the City's wastewater system. The Study establishes a five-year financial plan and develops a schedule of proposed rates for each of the five years. Burns & McDonnell previously completed a similar study for the City in 2009.

The Wastewater Utility is facing several challenges which are prevalent in the municipal wastewater industry:

- Flat user charge revenue projections;
- Substantial need for rehabilitation and repair of existing wastewater infrastructure;
- Increased cost of operations as a result of anticipated inflationary pressures; and
- Maintenance of reasonable operating and capital reserves.

In addition to the challenges noted above, additional costs are phased-in over the Study period to provide for the addition of two wastewater treatment plant operators, one commercial facility inspector, and additional sewer maintenance personnel.

The financial plan presented herein is designed to increase revenues to adequately meet operating and capital funding requirements.

2.2 Project Approach

To meet the project objectives identified by the City, BMcD conducted the Study in a two-step approach.

Step 1: Financial Planning provides an indication of the adequacy of the revenue generated by current rates. The results of the financial forecast analysis answer the questions "Are the existing rates adequate?" and "If not, what level of overall revenue increase is needed?" The Financial Planning Analysis is presented in Section 3.0 of this report.

Step 2: Rate Design provides for the required revenue recovery. Once the overall level of revenue required is identified, schedules of rates for each rate class are developed that will generate revenues accordingly. The Rate Design Analysis is detailed in Section 4.0 of this report.

3.0 FINANCIAL PLANNING ANALYSIS

The primary objective addressed in the Financial Planning Analysis is revenue adequacy. The results of the Financial Planning Analysis answer the questions:

- "Are the existing rates adequate?"
- "If not, what level of overall revenue increase is needed?"

To determine if the existing schedule of rates can be expected to generate revenues sufficient to meet the City's operating and capital costs, BMcD prepared a five-year financial projection of revenues and expenditures for the utility. A comparison of projected revenues and expenditures provides insight into the adequacy of overall revenue levels.

Our approach to Financial Planning involves the following basic steps:

1. Project revenues under existing rates.
2. Project utility operating and capital expenditures.
3. Assemble the five-year financial plan.

The planning period includes the current fiscal year, 2014, as a budget year and a five-year forecast period, FY 2015 – FY 2019. The City utilizes a twelve-month fiscal year beginning November 1 and ending October 31. The Financial Plan Analysis recognizes and references the same fiscal year in the five-year planning period.

This section of the report discusses how the Wastewater Utility financial plan was developed, and identifies proposed revenue adjustments needed to provide adequate funding for future costs.

3.1 Wastewater Utility Revenues under Existing Rates

The first step in the Financial Plan Analysis was to project revenues under the existing schedule of rates.

3.1.1 Historical and Projected Customers

Table 3-1 presents the historical wastewater customers served by the City for 2013 and forecasted customers for 2014 to 2019. Staff indicated Joplin has experienced relatively little change in the number of accounts. Forecasted wastewater accounts reflect no growth for residential accounts for 2014 through 2019.

3.1.2 Historical and Projected Volumes

Table 3-1 also presents 2013 billed volumes and forecasted volumes for 2014 to 2019. Annual wastewater volumes are projected to remain constant over the Study period, consistent with the stable projection of customer accounts.

Table 3-1: Historical and Projected Accounts and Volume

Line No.		Historical 2013	Estimated 2014	Projected 2015	2016	2017	2018	2019
	Accounts							
1	Residential - Inside	16,374	16,374	16,374	16,374	16,374	16,374	16,374
2	Residential - Outside	705	705	705	705	705	705	705
3	Commercial - Inside	1,799	1,799	1,799	1,799	1,799	1,799	1,799
4	Commercial - Outside	91	91	91	91	91	91	91
5	Industrial - Inside	14	14	14	14	14	14	14
6	Other Public Authority - Inside	93	93	93	93	93	93	93
7	Other Public Authority - Outside	2	2	2	2	2	2	2
8	Total Accounts	19,078	19,078	19,078	19,078	19,078	19,078	19,078
	Billed Volume *(1000 Gallons)*							
9	Residential - Inside	847,294	847,290	847,290	847,290	847,290	847,290	847,290
10	Residential - Outside	49,875	49,880	49,880	49,880	49,880	49,880	49,880
11	Commercial - Inside	688,443	688,440	688,440	688,440	688,440	688,440	688,440
12	Commercial - Outside	71,093	71,090	71,090	71,090	71,090	71,090	71,090
13	Industrial - Inside	640,531	640,530	640,530	640,530	640,530	640,530	640,530
14	Other Public Authority - Inside	29,982	29,980	29,980	29,980	29,980	29,980	29,980
15	Other Public Authority - Outside	13,747	13,750	13,750	13,750	13,750	13,750	13,750
16	Total Billed Volume	2,340,964	2,340,960	2,340,960	2,340,960	2,340,960	2,340,960	2,340,960

3.1.3 Existing Wastewater Rates

The current wastewater rate schedule is shown in Table 3-2 and features a monthly facility charge based on meter size and a volume charge per 1,000 gallons. Outside City rates are based on a 30 percent differential over the Inside City rates. Industrial customers with high strength discharge are monitored and assessed a surcharge based on pounds in excess of 300 mg/l for both BOD and TSS. The current rates were implemented in 2014.

3.1.4 User Charge Revenues under Existing Rates

Table 3-3 presents 2013 user charge revenues and forecasted user charge revenues under existing rates for the 2014 to 2019 planning period.

Historical wastewater user charge revenues were $8,287,066 in 2013. Forecasted user charge revenues reflect the stable forecast of customers and volumes previously presented. Revenues for FY 2014 reflect an adopted five percent increase in rates. Overall, projected wastewater user revenues under existing rates are projected to remain flat at $8,701,300.

Table 3-2: Existing Wastewater Rates

		FY 2014 Inside City	FY 2014 Outside City
Monthly Facility Charge:	3/4" or smaller	$ 19.60	$ 25.48
	1"	$ 25.17	$ 32.72
	1.5"	$ 39.10	$ 50.82
	2"	$ 55.80	$ 72.53
	3"	$ 94.76	$ 123.19
	4"	$ 150.41	$ 195.54
	6"	$ 289.59	$ 376.47
Volume Charge:			
per 1,000 gallons		$ 1.29	$ 1.68
Surcharges ($/lb):			
BOD		$ 0.55	$ 0.72
SS		$ 0.32	$ 0.41

Table 3-3: Historical and Projected Wastewater User Revenues

Line No.		Historical 2013	Estimated 2014	Projected 2015	2016	2017	2018	2019
	User Revenues under Existing Rates (a)							
1	Residential - Inside	$5,020,105	$5,271,100	$5,271,100	$5,271,100	$5,271,100	$5,271,100	$5,271,100
2	Residential - Outside	310,744	326,300	326,300	326,300	326,300	326,300	326,300
3	Commercial - Inside	1,284,241	1,348,400	1,348,400	1,348,400	1,348,400	1,348,400	1,348,400
4	Commercial - Outside	160,142	168,100	168,100	168,100	168,100	168,100	168,100
5	Industrial - Inside (b)	1,419,431	1,490,400	1,490,400	1,490,400	1,490,400	1,490,400	1,490,400
6	Other Public Authority - Inside	69,748	73,200	73,200	73,200	73,200	73,200	73,200
7	Other Public Authority - Outside	22,655	23,800	23,800	23,800	23,800	23,800	23,800
8	Total User Revenues	$8,287,066	$8,701,300	$8,701,300	$8,701,300	$8,701,300	$8,701,300	$8,701,300

(a) 2014 revenues reflect a 5% increase in rates
(b) Includes BOD and SS charges

3.2 Wastewater Utility Expenditures

The Wastewater Utility's primary expenditures include the following operating and capital costs:

- Operation and Maintenance (O&M) Expenses
- Capital Improvement Program (CIP) Expenditures

3.2.1 O&M Expenses

Table 3-4 presents the recent wastewater O&M expense history and the projection of wastewater system O&M expenses through the 2019 planning period. The wastewater O&M expenses include the costs of Billing & Collection, Sewer Treatment and Sewer Maintenance. Expenses summarized on Table 3-4

reflect operating costs associated with the Wastewater Utility. Costs related to major capital projects are excluded from Table 3-4 and will be discussed later in this report.

Wastewater O&M expenses amounted to $4,515,832 in 2013. O&M costs for 2014 are based on the approved budget. Projected O&M expenses are escalated from budgeted 2014 amounts based on an overall inflationary assumption of 2.0 percent, with the exceptions identified below.

Beginning in 2015, the utility is forecasting additional resources to be included in the expenses. The additions include wastewater treatment plant operators in 2015, a commercial facility inspector in 2016, and sewer maintenance personnel in 2017. These additions are shown on Lines 28 through 31 of Table 3-4. Total O&M expenses are projected to increase from $4,631,700 in 2014 to $5,434,300 in 2019. Overall, O&M expenses are anticipated to increase on average 3.2 percent per year.

3.2.1.1 Projected Capital Improvement Expenditures

Table 3-5 shows the projected capital improvement expenditures identified by City personnel for the 2014 to 2019 planning period. The capital improvement plan is focused on rehabilitation and repair of existing Wastewater Utility infrastructure, with initiatives planned within the collection system and at the treatment plant facilities.

The City anticipates funding the CIP through user charge revenues and does not plan to issue any additional debt. The projected CIP is forecasted to range from $1,957,800 in FY 2015 to $4,220,000 in FY 2019, for a total of $18.9 million for the forecast period. Rehabilitation and renewal needs of the wastewater system are significant. The plan as presented in Table 3-5 increases spending over time to phase in the impact over a longer time horizon.

3.2.2 Projected Debt Service Requirements

The Wastewater Utility currently has four outstanding debt issues. Based on the proposed capital plan and funding strategy, the Wastewater Utility does not plan to issue debt during the Study period. After the Series 1995C issue is retired in 2015, existing debt service is projected to decrease from $2,859,700 in FY 2015 to $2,133,300 in FY 2019. Table 3-6 summarizes existing debt service requirements.

Table 3-4: Historical and Projected Operation and Maintenance Expenses

Line No.		Historical 2013	Budgeted 2014	Projected 2015	2016	2017	2018	2019
	Billing & Collection							
1	Personnel Services	79,812	131,000	133,600	136,300	139,000	141,800	144,600
2	Supplies	18,566	6,800	6,900	7,000	7,100	7,200	7,300
3	Utilities	92,372	98,100	100,100	102,100	104,100	106,200	108,300
4	Professional Fees	26,760	-	-	-	-	-	-
5	Other Purchases	8,351	258,500	263,700	269,000	274,400	279,900	285,500
6	Other Services	241,941	55,000	56,100	57,200	58,300	59,500	60,700
7	Total Billing and Collection	467,802	549,400	560,400	571,600	582,900	594,600	606,400
			17.4%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Treatment							
8	Personnel Services	1,439,498	1,573,500	1,605,000	1,637,100	1,669,800	1,703,200	1,737,300
9	Supplies	179,141	234,600	239,300	244,100	249,000	254,000	259,100
10	Utility Services	986,435	787,000	802,800	818,900	835,300	852,000	869,000
11	Repairs & Maintenance	151,264	117,500	119,900	122,300	124,700	127,200	129,700
12	Professional Fees	88,475	140,000	142,800	145,700	148,600	151,600	154,600
13	Travel & Training	23,423	28,400	29,000	29,600	30,200	30,800	31,400
14	Other Services	29,353	34,100	34,700	35,400	36,100	36,800	37,500
15	Insurance Services	53,556	52,000	53,100	54,200	55,300	56,400	57,500
16	Other Fees	525,048	302,600	308,700	314,900	321,200	327,600	334,200
17	Total Sewer Treatment Expense	3,476,192	3,269,700	3,335,300	3,402,200	3,470,200	3,539,600	3,610,300
			-5.9%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Sewer Maintenance							
18	Personnel Services	321,785	360,500	367,700	375,100	382,600	390,300	398,100
19	Supplies	(40,960)	62,700	63,900	65,200	66,500	67,800	69,200
20	Utility Services	32,707	27,200	27,700	28,300	28,900	29,500	30,100
21	Repairs & Maintenance	162,157	222,000	226,400	230,900	235,500	240,200	245,000
22	Professional Fees	-	-	-	-	-	-	-
23	Travel & Training	-	1,800	1,800	1,800	1,800	1,800	1,800
24	Other Services	12,441	22,100	22,500	23,000	23,500	24,000	24,500
25	Insurance Services	14,298	15,000	15,300	15,600	15,900	16,200	16,500
26	Other Fees	69,410	101,300	103,300	105,400	107,500	109,700	111,900
27	Total Sewer Maintenance Expense	571,838	812,600	828,600	845,300	862,200	879,500	897,100
			42.1%	*2.0%*	*2.0%*	*2.0%*	*2.0%*	*2.0%*
	Additional Resources							
28	Shoal Creek Operators			160,500	160,500	160,500	160,500	160,500
29	Commercial Facility Inspector			-	-	63,000	63,000	63,000
30	Sewer Maintenance Personnel			-	-	-	97,000	97,000
31	Total Additional Resources	-	-	160,500	160,500	223,500	320,500	320,500
32	Total Sewer Operating Expenses	4,515,832	4,631,700	4,884,800	4,979,600	5,138,800	5,334,200	5,434,300
			2.6%	*5.5%*	*1.9%*	*3.2%*	*3.8%*	*1.9%*

Table 3-5: Capital Improvement Program

Line No.		Budgeted 2014	Projected 2015	2016	2017	2018	2019	Total
1	Replacement Progressive Cavity Pump	25,000	-	-	-	-	-	25,000
2	Replacement 1/2-Ton Truck (2)	39,000	-	-	-	-	-	39,000
3	Lift Station Upgrade - Twin Hills	65,000	-	-	-	-	-	65,000
4	Sewer System Data Management Project	50,000	-	-	-	-	-	50,000
5	7th St. East Annexation Sanitary Sewer Extension	400,000	-	-	-	-	-	400,000
6	Other Replacement/Improvement Projects	34,000	-	-	-	-	-	34,000
7	Rehab Flying J Lift Station	-	70,000	70,000	-	-	-	140,000
8	Bar Screen Tin Cup Lift Station	-	-	75,000	-	-	-	75,000
9	Replace 50hp Pumps w/3 75hp Pumps Filmore Bridge	-	-	120,000	120,000	-	-	240,000
10	Replace/Rehab Lift Station Filmore Bridge	-	-	100,000	300,000	-	-	400,000
11	Parallel Line from Fillmore Bridge to 24" pipe to SC	-	-	150,000	175,000	175,000	-	500,000
12	Replace/Rehab Lift Station 30th & Black cat	-	-	-	80,000	85,000	-	165,000
13	Replace Control Boxes/Equip Lift Stations	-	-	-	100,000	100,000	-	200,000
14	Tin Cup Pressure Sewer	-	-	-	250,000	250,000	250,000	750,000
15	Replace/Rehab Lift Station Tin Cup	-	-	-	350,000	450,000	300,000	1,100,000
16	Replace/Rehab Lift Station 20th & Blackcat	-	-	-	-	70,000	-	70,000
17	Replace Screw Pumps w/Submersibles	-	-	-	-	500,000	-	500,000
18	Replace Sand Filters w/Diamond Fabric Filters	-	-	-	-	-	525,000	525,000
19	Replace Media in Trickling Filters	-	-	-	-	-	75,000	75,000
20	Replacement Grit Augers/Troughs	-	-	-	-	-	125,000	125,000
21	Replace Muffin Monster Communiter	-	-	-	-	-	50,000	50,000
22	Clean-out of Digestors	-	-	-	-	-	350,000	350,000
23	Replace/Rehab Lift Station Able Body	-	-	-	-	-	70,000	70,000
24	Engineering	-	240,000	425,000	600,000	575,000	625,000	2,465,000
25	Replacement Fund Projects	-	200,000	200,000	200,000	200,000	200,000	1,000,000
26	Capital Expenses Sewer Treatment	100,000	225,000	225,000	325,000	375,000	450,000	1,700,000
27	Capital Expenses Sewer Collection system	1,450,000	1,222,800	1,250,000	1,224,500	1,450,000	1,200,000	7,797,300
28	Total Capital Improvement Projects	2,163,000	1,957,800	2,615,000	3,724,500	4,230,000	4,220,000	18,910,300

Table 3-6: Existing and Proposed Debt Service

Line No.		Budgeted 2014	Projected 2015	2016	2017	2018	2019
	Existing Debt Issues						
1	Series 1995C	1,759,700	1,764,400	-	-	-	-
2	Series 2009	80,700	81,200	81,500	81,800	82,100	82,500
3	Series 2010	185,500	184,000	393,300	395,000	396,700	398,300
4	Series 2011	836,900	830,100	1,626,900	1,635,300	1,643,100	1,652,500
5	Total Existing Debt Service	2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,300
6	Total Proposed Debt Service	-	-	-	-	-	-
7	Total Debt Service	2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,300

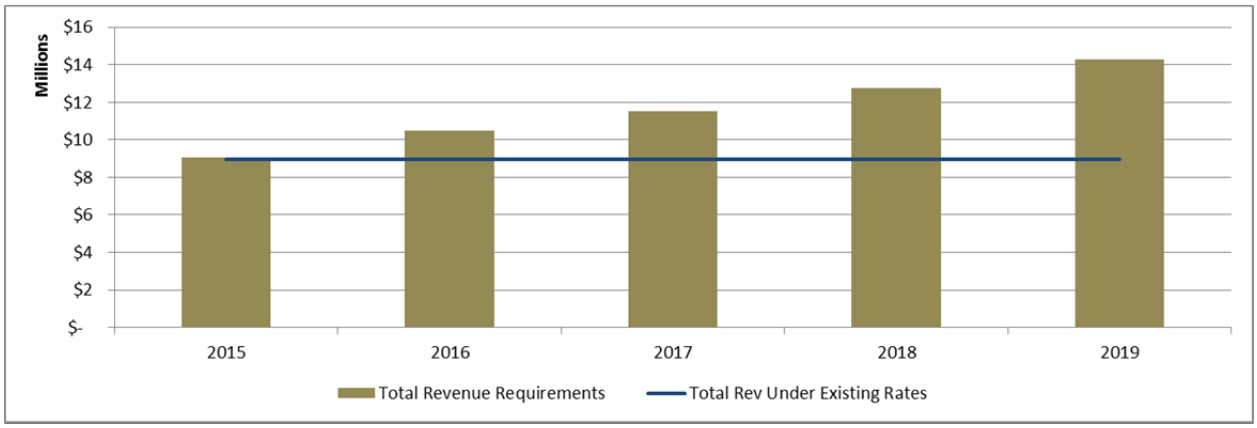
3.3 Wastewater Utility Five-Year Financial Plan

Based on the information described within this report, a financial plan has been assembled. This financial plan aggregates the forecasted revenues and expenses described previously to assess the ability of revenues under existing rates to meet all operating and capital requirements. The cash flow analysis identifies the overall increase in revenues needed to meet the City's overall financial objectives.

3.3.1 Wastewater System Operating Flow of Funds

Figure 3-1 demonstrates the relationship between revenues under existing rates and the projected revenue requirements for the Wastewater Utility. As indicated in Figure 3-1, revenues in 2015 are not sufficient to meet the forecasted O&M and CIP expenses. This operating forecast is not sustainable; if forecasted costs are realized and revenues are unchanged, the Wastewater Utility will not be able to fully fund the projected operating and capital costs and will rapidly deplete reserves.

Figure 3-1: Wastewater Utility Cash Flow under Existing Rates



The following revenue increases are proposed to address the projected operating deficits of the Wastewater Utility.

Table 3-7: Proposed Wastewater Revenue Increases

Year	Proposed Revenue Increase
2015	8.0%
2016	9.0%
2017	10.0%
2018	11.0%
2019	12.0%

The pattern of 1.0 percent per year increases in the annual adjustments shown in Table 3-7 should not be interpreted to suggest that future revenue adjustments beyond 2019 will continue in such a pattern. The proposed revenue increases were developed to phase-in needed revenue funding over time. Revenue increases beyond 2019 will be evaluated based on the operating and capital funding needs in future analyses.

These adjustments will address the projected operating deficits over time and provide capital funding necessary to implement the CIP. A detailed cash flow illustrating the impact of these adjustments is presented in Table 3-8.

Line 1 of Table 3-8 shows user revenues under existing rates, as shown previously on Line 9 of Table 3-3. Lines 2 through 6 of Table 3-8 present the proposed revenue increases needed to finance the City's operating and capital costs for the planning period. Total user revenues are summarized on Line 8 of Table 3-8. Total Other Sewer Revenue on Line 12 includes Charges & Assessments, Interest Income and Other Income. These revenues are anticipated to remain flat throughout the forecast period. Line 13 shows the total operating revenues forecasted over the study period. Including proposed revenue adjustments, total Wastewater Utility operating revenues are projected to range from $9.7 million in 2015 to $14.3 million in 2019.

Operating revenue requirements are shown on Lines 14 through 19 of Table 3-8. O&M expenses, identified previously on Line 32 of Table 3-4, are shown on Line 14 of Table 3-8. Transfers to the City are shown on Line 15 and are inflated at 2.0 percent annually from the 2014 budgeted level. The debt service amounts on Lines 16 through 18 are as shown previously in Table 3-6.

Total revenue requirements are summarized on Line 19. This amount is deducted from Line 13 total operating revenues to determine the annual operating balance. Line 21 shows the beginning balance available at the onset of each fiscal year. This amount, plus the annual operating balance, represents the source of funds for the operating reserve. Line 23 shows transfers to capital, indicating the amount of funding provided by the operating cash flow for capital projects each year. The ending balance of the operating fund is shown on 24 and has been targeted to equal $1.5 million. The cumulative effect of the proposed revenue adjustments is projected to cover both the operating and capital funds.

3.3.2 Wastewater System Capital Flow of Funds

The capital flow of funds is shown in Table 3-8 on Lines 25 through 33.

Sources of funds include an existing capital balance and transfers from utility operations. The beginning balance of capital funds is approximately $4.5 million in FY 2014. Transfers from operations are shown on Line 26. Beginning balances and transfers from operations represent the funding sources for the capital program.

Table 3-8: Wastewater Utility Five-Year Financial Plan

Line No.				Estimated 2014	Projected 2015	2016	2017	2018	2019
	Sewer Utility Operating Flow of Funds								
1	Revenue Under Existing Rates			8,701,300	8,701,300	8,701,300	8,701,300	8,701,300	8,701,300
	Proposed Revenue Adjustments								
	Year	Month	Increase						
2	2015	1	8.0%		696,100	696,100	696,100	696,100	696,100
3	2016	1	9.0%			845,800	845,800	845,800	845,800
4	2017	1	10.0%				1,024,300	1,024,300	1,024,300
5	2018	1	11.0%					1,239,400	1,239,400
6	2019	1	12.0%						1,500,800
7	Total Proposed Additional Revenue			-	696,100	1,541,900	2,566,200	3,805,600	5,306,400
8	Total Sewer User Charge Revenue			8,701,300	9,397,400	10,243,200	11,267,500	12,506,900	14,007,700
	Other Revenue								
9	Charges & Assessments			35,000	35,000	35,000	35,000	35,000	35,000
10	Interest Income			175,000	175,000	175,000	175,000	175,000	175,000
11	Other Income			51,000	51,000	51,000	51,000	51,000	51,000
12	Total Other Revenue			261,000	261,000	261,000	261,000	261,000	261,000
13	**Grand Total Sewer Revenue**			**8,962,300**	**9,658,400**	**10,504,200**	**11,528,500**	**12,767,900**	**14,268,700**
	Revenue Requirements								
14	Operation and Maintenance Expense			4,631,500	4,884,800	4,979,600	5,138,800	5,334,200	5,434,300
15	Transfers Out			1,204,900	1,229,000	1,253,600	1,278,700	1,304,300	1,330,400
	Debt Service								
16	Existing Debt			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
17	Proposed Debt			-	-	-	-	-	-
18	Total Debt Service			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
19	**Total Revenue Requirements**			**8,699,200**	**8,973,500**	**8,334,900**	**8,529,600**	**8,760,400**	**8,898,100**
20	**Annual Operating Balance**			**263,100**	**684,900**	**2,169,300**	**2,998,900**	**4,007,500**	**5,370,600**
21	Beginning Balance			2,785,900	886,000	1,500,000	1,500,000	1,500,000	1,500,000
22	Annual Operating Balance			263,100	684,900	2,169,300	2,998,900	4,007,500	5,370,600
23	Transfer to Capital			(2,163,000)	(70,900)	(2,169,300)	(2,998,900)	(4,007,500)	(5,370,600)
24	**Ending Balance**			**886,000**	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**	**1,500,000**
	Sewer Utility Capital Flow of Funds								
	Sources								
25	Beginning Balance Capital Funds			4,537,800	4,537,800	2,650,900	2,205,200	1,479,600	1,257,100
26	Transfer from Operations			2,163,000	70,900	2,169,300	2,998,900	4,007,500	5,370,600
27	Anticipated Grants			-	-	-	-	-	-
28	Debt Issuance			-	-	-	-	-	-
29	**Total Capital Sources**			**6,700,800**	**4,608,700**	**4,820,200**	**5,204,100**	**5,487,100**	**6,627,700**
	Uses								
30	Capital Improvement Projects			2,163,000	1,957,800	2,615,000	3,724,500	4,230,000	4,220,000
31	Bond Issuance Expense			-	-	-	-	-	-
32	**Total Capital Uses**			**2,163,000**	**1,957,800**	**2,615,000**	**3,724,500**	**4,230,000**	**4,220,000**
33	**Annual Capital Balance**			**4,537,800**	**2,650,900**	**2,205,200**	**1,479,600**	**1,257,100**	**2,407,700**
	Debt Service Coverage								
34	Net Operating Revenue Available for Debt Service			4,330,800	4,773,600	5,524,600	6,389,700	7,433,700	8,834,400
35	Annual Debt Service			2,862,800	2,859,700	2,101,700	2,112,100	2,121,900	2,133,400
36	Debt Service Coverage			1.51	1.67	2.63	3.03	3.50	4.14

Uses of capital funds include the CIP program expenditures shown previously in Table 3-5. As no debt issuance is proposed, the forecast of issuance expense on Line 1 is projected to be $0.

Line 33 of Table 3-8 shows the Wastewater Utility's annual capital balance. The balance is projected to remain positive throughout the forecast period.

Figure 3-2 illustrates the impact of the proposed revenue adjustments. Combined operating and capital reserve balances are projected in Figure 3-3, depicted with and without the proposed revenue adjustments. Without the proposed revenue adjustments, existing reserves are projected to be exhausted during 2016. With the proposed revenue adjustments, reserves are anticipated to stabilize at about $4 million by the end of the Study period.

Figure 3-2: Wastewater Utility Cash Flow with Proposed Revenue Adjustments

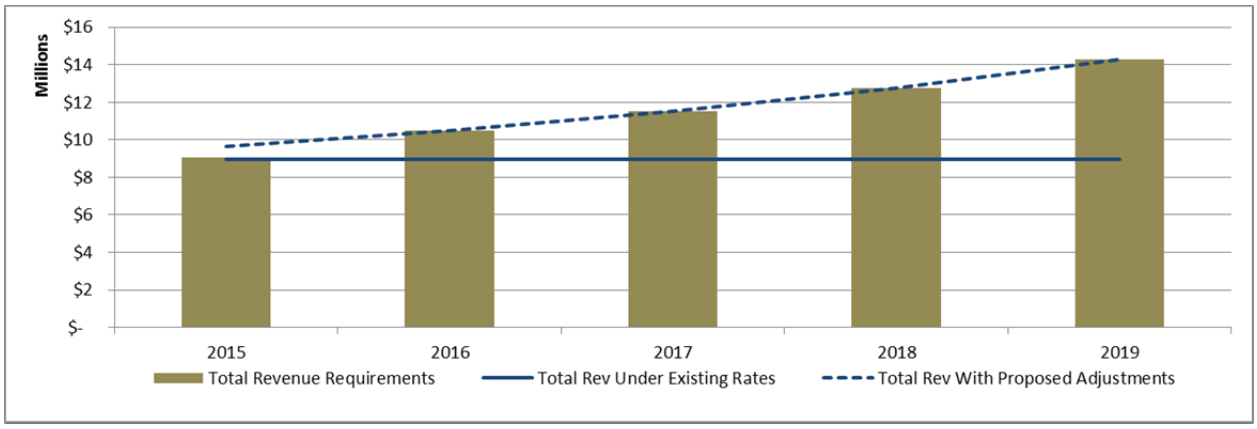
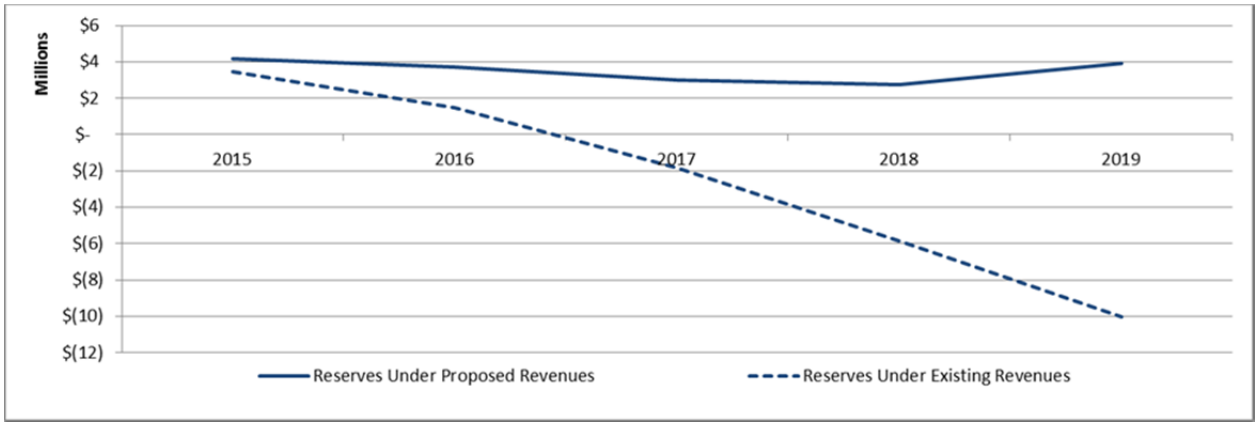


Figure 3-3: Wastewater Utility Projected Reserve Balances



4.0 PROPOSED RATE DESIGN

4.1 Introduction

The primary focus of Step 2, Rate Design is the examination of revenue recovery. Generally speaking, the objective is to design rates for the utility to achieve the following:

- Generate adequate revenues to meet the projected operating and capital costs, while maintaining sound financial performance.
- Provide revenue stability.

4.2 Existing Wastewater Rates

The existing schedule of wastewater rates, which was shown previously in Table 3-2, became effective January 1, 2014. The existing rates feature a monthly facility charge based on meter size and a volume charge per 1,000 gallons. Outside City rates are based on a 30 percent differential over Inside City rates. Industrial customers with high strength discharge are monitored and assessed a surcharge based on pounds in excess of 300 mg/l for both BOD and TSS.

4.3 Proposed Wastewater Rates

The existing rate structure was considered to be serving the Wastewater Utility appropriately based on the following considerations.

- **Revenue stability**: The facility charge provides a reliable revenue source.
- **Fixed cost coverage**: For most utilities, the majority of costs are fixed, meaning they do not vary proportionately with the volume of wastewater treated. The facility charge provides for a measure of fixed cost coverage.
- **Ease of explanation**: The existing rate structure has been in effect for a considerable amount of time and is familiar to both customers and City staff.

Proposed wastewater rates were designed under the existing rate structure and are shown in Table 4-1. Proposed rates reflect an across the board adjustment, meaning that all rates under the existing rate structure were proportionately increased in accordance with the system adjustments summarized in Table 3-7. Proposed rates are assumed to be effective on January 1 of each fiscal year.

Table 4-1: Existing and Proposed Wastewater Rates

Line No.	Description	Existing 2014	Proposed 2015	2016	2017	2018	2019
	INSIDE CITY						
	Monthly Facility Charge - $/bill						
1	3/4" or smaller	$ 19.60	$ 21.17	$ 23.08	$ 25.39	$ 28.18	$ 31.56
2	1"	$ 25.17	$ 27.18	$ 29.63	$ 32.59	$ 36.17	$ 40.51
3	1.5"	$ 39.10	$ 42.23	$ 46.03	$ 50.63	$ 56.20	$ 62.94
4	2"	$ 55.80	$ 60.26	$ 65.68	$ 72.25	$ 80.20	$ 89.82
5	3"	$ 94.76	$ 102.34	$ 111.55	$ 122.71	$ 136.21	$ 152.56
6	4"	$ 150.41	$ 162.44	$ 177.06	$ 194.77	$ 216.19	$ 242.13
7	6"	$ 289.59	$ 312.76	$ 340.91	$ 375.00	$ 416.25	$ 466.20
8	**Volume Charge - $/1,000 gal**	$ 1.29	$ 1.39	$ 1.52	$ 1.67	$ 1.85	$ 2.07
9	**BOD Surcharge - $/lb**	$ 0.55	$ 0.59	$ 0.64	$ 0.70	$ 0.78	$ 0.87
10	**SS Surcharge - $/lb**	$ 0.32	$ 0.35	$ 0.38	$ 0.42	$ 0.47	$ 0.53
	OUTSIDE CITY						
	Monthly Facility Charge - $/bill						
11	3/4" or smaller	$ 25.48	$ 27.52	$ 30.00	$ 33.01	$ 36.63	$ 41.03
12	1"	$ 32.72	$ 35.33	$ 38.52	$ 42.37	$ 47.02	$ 52.66
13	1.5"	$ 50.82	$ 54.90	$ 59.84	$ 65.82	$ 73.06	$ 81.82
14	2"	$ 72.53	$ 78.34	$ 85.38	$ 93.93	$ 104.26	$ 116.77
15	3"	$ 123.19	$ 133.04	$ 145.02	$ 159.52	$ 177.07	$ 198.33
16	4"	$ 195.54	$ 211.17	$ 230.18	$ 253.20	$ 281.05	$ 314.77
17	6"	$ 376.47	$ 406.59	$ 443.18	$ 487.50	$ 541.13	$ 606.06
18	**Volume Charge - $/1,000 gal**	$ 1.68	$ 1.81	$ 1.98	$ 2.17	$ 2.41	$ 2.69
19	**BOD Surcharge - $/lb**	$ 0.72	$ 0.77	$ 0.83	$ 0.91	$ 1.01	$ 1.13
20	**SS Surcharge - $/lb**	$ 0.41	$ 0.46	$ 0.49	$ 0.55	$ 0.61	$ 0.69

4.3.1 Typical Residential Bill and Regional Comparison

A comparison of a typical monthly wastewater bill for a residential customer with 6,000 gallons of billable flow has been calculated under existing and proposed rates in Table 4-2. In 2015, the monthly wastewater bill for an average residential customer will increase $2.17 per month under proposed rates. The percentage adjustment of the residential typical bill is shown on Line 3 and correlates to the overall system revenue increase for each fiscal year.

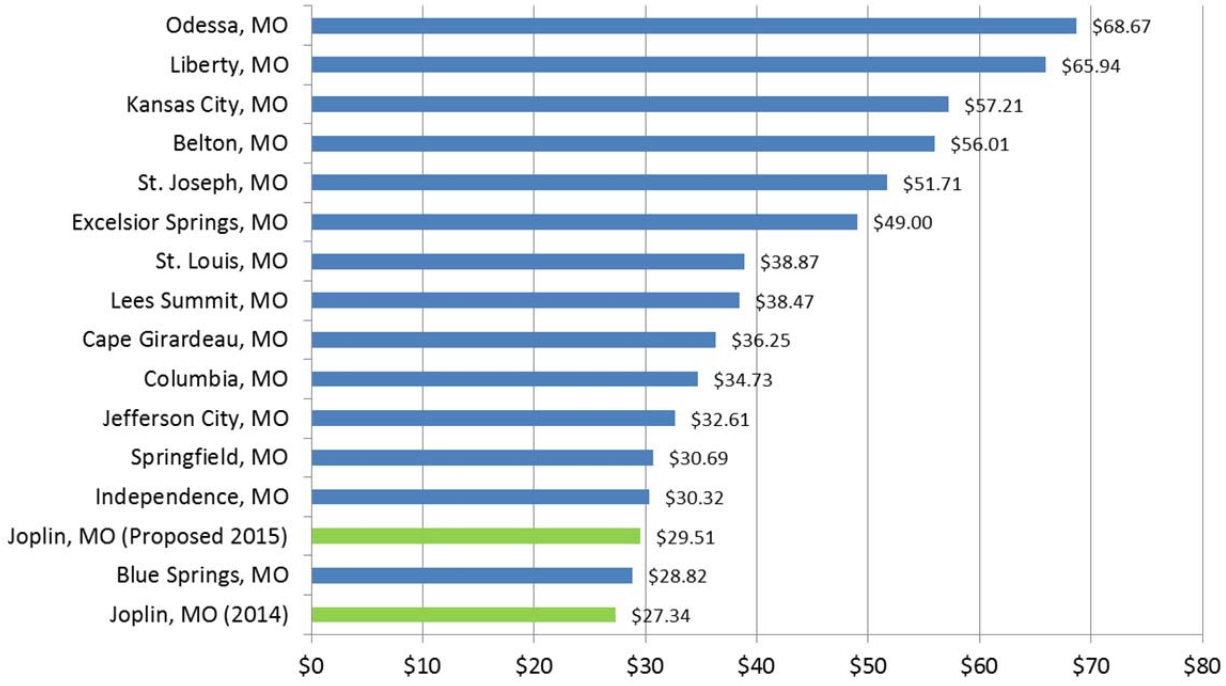
A comparison of monthly Residential typical bills from other regional wastewater utilities was also conducted and is shown in Figure 4-1. Under existing rates, the typical Joplin residential bill is indicated to be in the lowest within this regional comparison. Under proposed rates, the position of Joplin's typical residential bill remains low when compared to other regional and state wastewater utilities.

Overall, the comparison shown in Figure 4-1 indicates that the typical residential wastewater bill under proposed rates is competitively positioned among regional wastewater utilities.

Table 4-2: Typical Residential Wastewater Bill

Line No.	Description	Billable Flow	Existing 2014	Proposed Monthly Bill 2015	2016	2017	2018	2019
		Mgal	$	$	$	$	$	$
1	Typical Residential Bill	6.0	$ 27.34	$ 29.51	$ 32.20	$ 35.41	$ 39.28	$ 43.98
	Incremental Increase in Typical Bill							
2	Dollars			$ 2.17	$ 2.69	$ 3.21	$ 3.87	$ 4.70
3	Percentage			7.9%	9.1%	10.0%	10.9%	12.0%

Figure 4-1: Regional Residential Monthly Wastewater Bill Comparison (6,000 gallons/month)



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City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Council Bill No. 2014-184
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit "A" – Legal Description
2) Exhibit "B" – EEZ Tax Abatement Guidelines
3) City of Webb City Approval Letter
4) Council Bill 2014-184

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

INTRODUCTION:
The following council bill is a request by Don's Cold Storage for the abatement of ad valorem taxes on a new building located at 2320 S. Hall St., Webb City, MO in the Joplin - Webb City Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Don's Cold Storage is constructing a new facility located in the Joplin – Webb City Industrial Park. The proposed building is actually located in the City of Webb City, but the City of Joplin is the designated administrator of the EEZ program. As the administrator, the request requires Joplin City Council action for the Notice of Intent (NOI) to proceed. Webb City's City Manager has provided a letter of support for the project. The new business specializes in cold storage. The company is currently based out of Northwest Arkansas and this is their first expansion into Missouri. Don's Cold Storage intends to create approximately 115,000 sq. ft. of cold storage space in the Joplin area to assist a new customer base that is located outside of Northwest Arkansas. The company projects they will create between 35-45 jobs within two years. The average annual wage of the new jobs is $37,500. The company will pay 100% of employee benefits, including, health, dental, vision and a $15,000 life insurance policy. The estimated investment by the company into the new facility is $10,000,000. An additional $3,000,000 will be spent on equipment. One million dollars was spent on the land purchase.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff recommends that Don's Cold Storage ad valorem taxes on the new building be abated at 80% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Don's Cold Storage that they will pay an average wage of $37,500 per job which is approximately 103% of the county average wage ($36,489). The company will create a minimum of 35-45 jobs within two years and provide employee benefits.

RECOMMENDATION:
Staff recommends approval of Council Bill No. 2014-184.

COUNCIL BILL NO. 2014-184 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 2320 S. Hall St., Webb City, MO and owned by Don's Cold Storage and Transportation, LLC.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of storage and warehousing.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 2320 S. Hall St., Webb City, MO more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of eighty percent (80%) commencing January 1, 2015 and continuing to and ending after December 31st, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Don's Cold Storage is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Don's Cold Storage has twenty-four months beginning January 1, 2015 to create between 35-45 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by

and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 3, 2014

Item: Council Bill No. 2014-185
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit "A" – Legal Description
2) Exhibit "B" – EEZ Tax Abatement Guidelines
3) Council Bill 2014-185

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

INTRODUCTION:
The following council bill is a request by Magoulas Enterprises, Inc. dba Component Packaging for the abatement of ad valorem taxes on a new building located on property addressed as 7931 E. 24th St. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Component Packaging is constructing a new facility located west of their existing building at 7931 E. 24th St. The new facility is located in the Crossroads Industrial Park and the company plans to create a minimum of 5 jobs within two years. The average annual wage of the new jobs is $27,885. The estimated capital investment by the company into the new facility is $450,000.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Component Packaging's ad valorem taxes on the new building be abated at 60% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Component Packaging that they will pay an average wage of $27,885 per job which is approximately 81% of the county average wage ($34,461). Thirty-four thousand four-hundred sixty one dollars was the documented average wage for Jasper County at the time the company submitted their application for property tax abatement. The company will create a minimum of 5 jobs within two years.

RECOMMENDATION:
Staff recommends approval of Council Bill 2014-185.

Department of Economic Development

mailed 10-15-13 to Luke @ Mo Dept of Econ Dev.

MISSOURI WORKS PROGRAM

Effective August 28, 2013

Notice of Intent (NOI)

New Jobs Programs

PROJECT CATEGORY (Net new jobs must be created within 2 years of receipt of NOI)						
√ One	Program Category	Minimum New Jobs	Minimum New Private Capital Investment	Minimum Average Wage for New Jobs	Health Insurance Offered and Paid at Least 50%	Program Benefits *Discretionary incentives may be available if certain criteria are met.
✓	**Zone Works** (Must be located in an Enhanced Enterprise Zone.)	2	$100,000	80% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).
	Rural Works (All counties except Boone, Buchanan, Clay, Greene, Jackson, St. Charles, St. Louis County and City)	2	$100,000	90% of County Average Wage	Yes	Same as Zone Works (above).
	Statewide Works	10	N/A	90% of County Average Wage	Yes	Retention of State Withholding Tax for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*
	Mega Works 120 (all areas)	100	N/A	120% of County Average Wage	Yes	6% of new payroll for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*
	Mega Works 140 (all areas)	100	N/A	140% of County Average Wage	Yes	7% of new payroll for 5 years or 6 years for existing MO companies (existing=in operation for a minimum of 10 years).*

Missouri Department of Economic Development, Business and Community Services
PO Box 118, 301 W. High Street, Room 770, Jefferson City, MO 65102-0118
Phone: 573-751-4539 Fax: 573-522-4322
www.missouridevelopment.org E-mail: dedfin@ded.mo.gov

Revised August 7, 2013

Department of Economic Development

MISSOURI WORKS PROGRAM - NOTICE OF INTENT (NOI)

TAX PERIOD OF COMPANY

What is the tax period of the qualified company? (Enter dates in both.)	Beginning 2014	Ending 2020

Qualified Company or Parent Company	Federal Tax ID No. (FEIN)	MITS/Missouri ID No.
Magoulas Enterprises, Inc., dba Component Packaging	20 -3942776	19537646

Address of Project / Primary Facility			
7931 E. 24th Street			
City: Joplin	County: MO	Missouri	Zip Code +4: 64804

OTHER PROJECT FACILITY ADDRESS(ES) (Attach additional sheet if needed.)

	City, State	Zip Code	FEIN	Current # of FT employees
Headquarters Address (if different than above)				
1. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
2. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
3. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees

CONTACT INFORMATION (Please provide two (2) people that DED may contact directly regarding this program.)

Contact Person	Title		
Lori Magoulas	Vice President		
Address	**City**	**State**	**Zip Code**
7931 E. 24th Street	Joplin	MO	64804
Telephone Number	**Fax Number**	**E-mail**	
417-624-9395	417-624-2303	lorim@componentpackaging.com	
Contact Person/Preparer (include company, if applicable)	**Title**		
Mike Magoulas	President		
Address	**City**	**State**	**Zip Code**
7931 E. 24th Street	Joplin	MO	64804
Telephone Number	**Fax Number**	**E-mail**	
417-629-6822	417-624-2303	mikem@componentpackaging.com	

COMPANY PROJECT INFORMATION

	YES	NO
Has the company performed significant, project-specific site work at the project facility, purchased machinery or equipment, publicly announced its intention to make new capital investment at the project facility prior to receipt of proposal or approval of this Notice of Intent? If yes is the answer to any one of these items, please mark yes.		
Is the Project facility the company's permanent facility? If no, explain on additional sheet of paper.	✓	
Does more than one company work from the project facility?		✓
If yes; is the other company considered part of the project?		
If yes; are the Companies wholly-owned subsidiaries?		
Does the company participate in an employee stock ownership plan?		✓
Is the applicant delinquent in the payment of any non-protested taxes or any other amounts due to the state or federal government or any other political subdivision?		✓
Has the company filed for or publicly announced its intention to file for bankruptcy protection?		✓
Does the company offer health benefits to all full-time employees at the facility and pay at least 50% of the premium?	✓	

When are new hires eligible for health benefits?	Salary: 90 days	Hourly: 90 days	Percentage that is employer paid 75 %

Is this relocation?		✓	If yes:	From where: (city, county) no	To where: (city, county)	May require a Letter of Release from County

TYPE OF BUSINESS

☐ Fiduciary	☐ C Corp	✓ S Corp	☐ LLC	☐ Sole Proprietor	☐ Partnership	☐ Non-Profit	Other_____

Aggregate proportionate shares or percent of total ownership may not exceed 100%. Attach a separate sheet if necessary.

Name(s)	% Ownership	Name(s)	% Ownership
Michael C. Magoulas	50 %		%
Lorene R. Magoulas	50 %		%
	%		%
	%		%
	%		%
	%		%
	%		%

Is this company owned 51% or more by women?	☐	☐	**Is the company publicly traded?**	☐	✓ **Symbol**

Facility's NAICS Code:	561910	**NAICS codes are assigned by the Missouri Division of Employment Security**

FACILITY PROJECT INFORMATION (Choose one.)

☐	☐	☐	☐	✓

Describe the business activities conducted at the facility (Be Specific):	Contract Packaging mainly for the fastener industry. Manufacturers or Distributors from around the country send us product to package, assemble, shrink, or put together in some fashion. We have automated equipment along with hand labor and warehouse/distribution activities.
List all other federal and state programs for which this facility is applying or is currently utilizing.	Enhanced Entreprise Zone Local Incentive
List any other state programs the company is utilizing involving the retention of withholding tax? (e.g. TIF, MO Works Training Program, MODESA or MORESA)	none

Total number of employees at ALL facilities in Missouri	28	Total Number of facilities located in MO	28	Date qualified company will meet threshold	2014

For the jobs and investment table below, Year 1 is the year in which the new jobs and investment thresholds are met. (Must be within 2 years of the approval of the NOI.)
Average wage and investment numbers should be consistent with the new jobs estimated for each year.

	New Capital Investment (cumulative number)	New Jobs (cumulative number beginning in the year the new job threshold is met)	Average Wage
Year 1	$450.000	3	28,425 annually
Year 2	0	2	27,000
Year 3			
Year 4			
Year 5			
Year 6 (existing companies only)			

OTHER FACILITY ADDRESS(ES) IN MISSOURI THAT ARE NOT A PART OF THE PROJECT (Attach additional sheet if needed.)

1. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
2. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees
3. Other Missouri Facility Address	City	Zip Code	FEIN	Current # of FT employees

Are any facilities owned or operated by the qualified company in the State of Missouri NOT included in the Project Location reliant upon each other for products and / or services?	☐	✓
Are operations of the facilities substantially similar to the operations of the project facility?	☐	☐

CERTIFICATION

I, the undersigned, acting on behalf of the Company named below, hereby certify and agree to the following:

- The information submitted by the Company to DED in connection with the Project is true and correct and such information is consistent with documents provided to lenders, other government programs, or investors. The Company hereby authorizes DED to verify such information from any source;
- Neither the Company nor any person identified in the application:
  a) Has committed a felony, is currently under indictment for a felony, or is currently on parole or probation;
  b) Is delinquent with respect to any non-protested federal, state or local taxes or fees;
  c) Has filed (or is about to file) for bankruptcy, unless otherwise disclosed to DED; or
  d) Has failed to fulfill any material obligation under any other state or federal program;
- There are no pending or threatened liens, judgments, or material litigation against the Company or any person identified on the application which is likely to have a material impact on the Company's viability;
- Neither the operations of the Project itself nor the receipt of incentives for the Project would violate any existing agreement;
- The Company has obtained or is capable of obtaining all necessary federal, state and local permits and licenses for the Project;
- I certify that the applicant does NOT knowingly employ any person who is an unauthorized alien and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that each individual is not an unauthorized alien.
- I certify that the applicant is enrolled and will participate in a federal work authorization program as defined in Section 285.525(6), RSMo., with respect to employees working in connection with the activities that qualify applicant for this program. I certify that the applicant will maintain and, upon request, provide the Department of Economic Development documentation demonstrating applicant's participation in a federal work authorization program with respect to employees working in connection with the activities that qualify applicant for this program.
- I understand that, pursuant to section 285.530.5, RSMo, a general contractor or subcontractor of any tier shall not be liable under section 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates section 285.530.1, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of section 285.530.1 and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- I understand that if the applicant is found to have employed an unauthorized alien, applicant maybe subject to penalties pursuant to Sections 135.815, 285.025, and 285.535, RSMo.
- I understand that if the applicant is found to have employed an unauthorized alien in Missouri and did not, for that employee, examine the document(s) required by federal law, the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Enhanced Enterprise Zone Tax Credit Program guidelines.
- I hereby agree to allow representatives of the Department of Economic Development access to the property and applicable records as may be necessary for the administration of this program.
- I certify under penalties of perjury that the above statements and information contained in the application and attachments are complete, true, and correct to the best of my knowledge and belief.

I certify that I have the proper authority to execute this document on behalf of the Company and that I am authorized to make the statement of affirmation contained herein. I also realize that failure to disclose material information regarding the Company, any owners or individuals engaged in the management of the Company, or other facts may result in criminal prosecution.

Applicant Signature	Print Name	Title	Date
Lorene L Magowan	Lorene Magowan	President	10-15-13

Appeared before me this 15 day of October, 2013, Lorene Magowan to me personally known to be the person who executed the above certification, and acknowledged and states on his/her oath to me that he/she executed the same for the purpose therein stated.

State of	County (or City of St. Louis)
Missouri	Newton
Notary Public Name / **My Commission Expires**	Use Rubber Stamp in Area Below
Jennifer L Reeves / April 15, 2014	
Notary Public Signature	
Jennifer L Reeves	

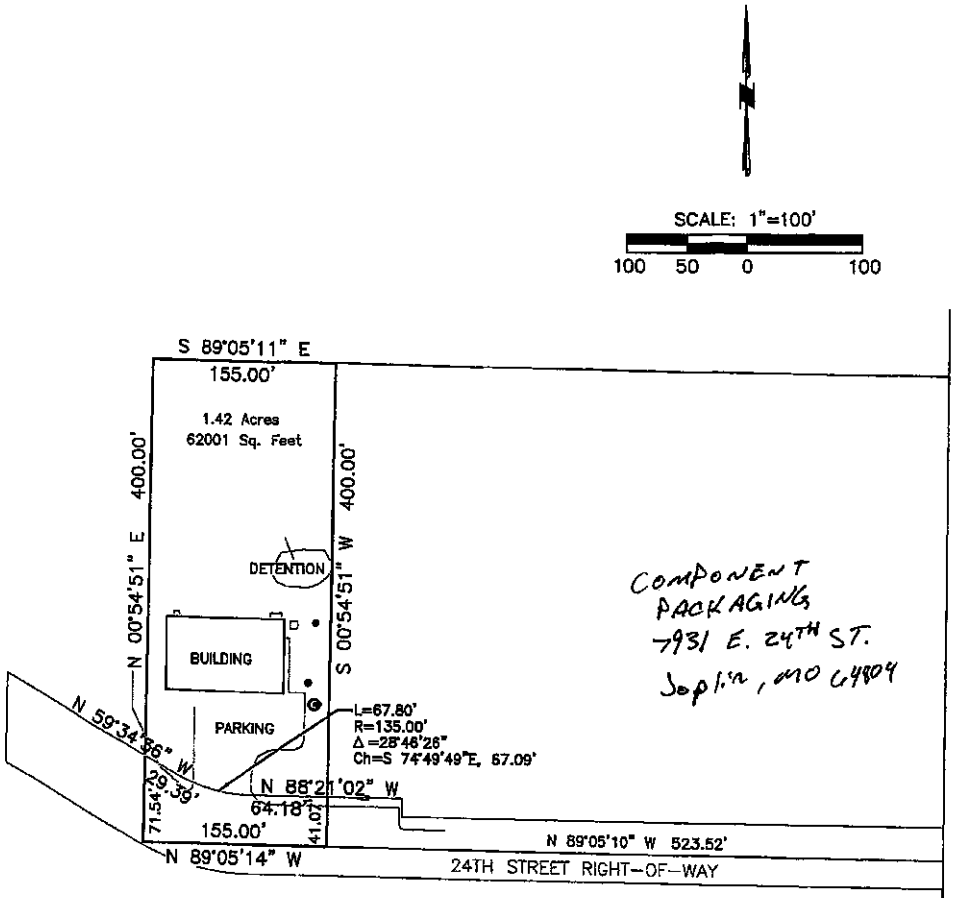
JENNIFER L REEVES Notary Public Commission # 10397081 Newton County Notary Seal STATE OF MISSOURI My Commission Expires 04-15-2014

Exhibit "A"

DESCRIPTION:

A tract of land in the S-1/2 of the NE-1/4 of Section 15, T27N, R32W of the 5th Principal Base and Meridian in the City of Joplin, Jasper County, Missouri, being more fully described as follows:

Commencing at a found iron pin at the Southeast corner of said Section 15;
thence N 00°54'45"E along the East line thereof, 3222.70 feet;
thence N 89°05'10"W, 523.52 feet to the Point Of Beginning;
thence N 89°05'10"W, 155.00 feet;
thence N 00°54'51"E, 400.00 feet;
thence S 89°05'11"E, 155.00 feet;
thence S 00°54'51"W, 400.00 feet to the Point Of Beginning.
Containing 1.42 acres, more or less.
Basis of Bearings: East line of Section 15 at record bearing of N 00°54'45"E.



DESCRIPTION:

A TRACT OF LAND IN THE S-1/2 OF THE NE-1/4 OF SECTION 15, T27N, R32W OF THE 5TH PRINCIPAL BASE AND MERIDIAN IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE SOUTHEAST CORNER OF SAID SECTION 15;
THENCE N 00°54'45"E ALONG THE EAST LINE THEREOF, 3222.70 FEET;
THENCE N 89°05'10"W, 523.52 FEET TO THE POINT OF BEGINNING;
THENCE N 89°05'10"W, 155.00 FEET;
THENCE N 00°54'51"E, 400.00 FEET;
THENCE S 89°05'11"E, 155.00 FEET;
THENCE S 00°54'51"W, 400.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.42 ACRES, MORE OR LESS.
LESS AND EXCEPT ANY PART TAKEN FOR ROAD RIGHT-OF-WAY.
BASIS OF BEARINGS: EAST LINE OF SECTION 15 AT RECORD BEARING OF N 00°54'45"E.

SOUTHEAST CORNER
SECTION 15
T27N, R32W

COMPONENT PACKAGING ANNEX

SECTION 15, T27N, R32W — JASPER COUNTY, MISSOURI

DATE:	REVISION:	DWN. BY: MDS	THIS DRAWING IS A DOCUMENT OF SERVICE AND IS THE PROPERTY OF ALLGEIER, MARTIN and ASSOCIATES, INC. THIS DOCUMENT SHALL NOT BE USED ON THIS OR OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF ALLGEIER, MARTIN and ASSOCIATES, INC.
		CKD. BY: BF	
		APPD. BY:	
		DATE :	

ALLGEIER, MARTIN and ASSOCIATES, INC.
CONSULTING ENGINEERS • HYDROLOGISTS • SURVEYORS
7231 EAST 24TH STREET, JOPLIN, MISSOURI 64804 (417) 680-7200

DWG. NO.

Exhibit "B"

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2014-185 ORDINANCE NO.

AN ORDINANCE authorizing the City council to issue the abatement of ad valorem taxes on improvements to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7931 E. 24th St. and owned by Magoulas Enterprises Inc, dba Component Packaging.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of Industrial Packaging.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes to improvements made to property located at 7931 E. 24th St. more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of sixty percent (60%) commencing January 1, 2015 and continuing to and ending after December 31st, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Component Packaging is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

Section 4. That Component Packaging has twenty-four months beginning January 1, 2015 to create 5 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-275

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T.B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission Mtg DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 038-14: 1605-1609 East 20th Street – A request to rezone property from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use – Charles Kuehn.

STAFF SUMMARY:
The proposed rezoning is to allow for retail uses in the existing building. The building may be remodeled or site redeveloped in the future, but it will require a Site Plan Review and meet all design guidelines for the 20th Street Corridor.

Staff recommends approval of Case 038-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Charles Kuehn requested the rezoning of this property from C-0-PD to C-2-PD. He has a retail customer or tenant who plans to move into this building who would require more than a C-1-PD zoning district. It is consistent with the area, with no changes being made to the building or the site at the current time. Once the tenant gets established, the outside façade may be redone.

PUBLIC COMMENT:
None.

REZONING APPLICATION FORM

RECEIVED 9-4-14

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

For Office Use Only
Case No.: 038-14
Filing Fee: $350.00
Date Advertised: 09-28-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 11-3-14

APPLICANT: Charles Kuehn PHONE: 825-3907
ADDRESS: 620 McConnell Joplin, Mo ZIP: 64801
EMAIL: Ckuehn@fourstatehomes.com
OWNER: Susan K. Menard 32nd Street Plaza LLC PHONE: 417-624-7227
ADDRESS: 1710 E. 32nd Joplin Mo 64804 ZIP: 64804
EMAIL: Menardrealty.com
LOCATION OF PROPERTY: 16S-07-09 E. 20+/-
LEGAL DESCRIPTION: See Attached

Present Zoning: C-O PD Requested Zoning: C-2 PD Acreage: .37
Present Use of Property: Empty Building
Proposed Use of Property: Commerical Retail

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Joplin Housing Athority	R-1 & R-2 PD
South	Apartments	C-2 PD & R-3
East	Vacant	C-1 PD
West	Vacant	C-1

CHARACTER OF THE NEIGHBORHOOD: Commerical AND Apartments

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? yes
   If yes, explain: It is Zoned C-O. I Need the Retail Zoning

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th St
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 65'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
The Building and Parking lot already Exist

SIGNATURE: Charles F. Kuehn III DATE: 9-3-14

BY: Charles F. Kuehn III

TITLE: Managing Member

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 038-14:

A request to rezone from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use.

APPLICANT: Charles Kuehn

LOCATION: 1605-1609 E. 20th Street

REQUESTED ZONING: C-2 PD (Central Business District – Planned Development)

CORRIDOR: 20th Street Corridor

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
C- O PD	Office	210' x 110' / 23,100 ft² / .53 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	R-1, R-2 PD	C-1 PD	R-3, C-2 PD	C-1
Land Use	Undeveloped	Vacant (former commercial)	Multi-family, vacant (former commercial)	Vacant (former commercial)

FUTURE LAND USE:

The 2012 Future Land Use Map designates this property as Retail-Commercial and is part of the 20th Street Corridor.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	80'

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

No.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

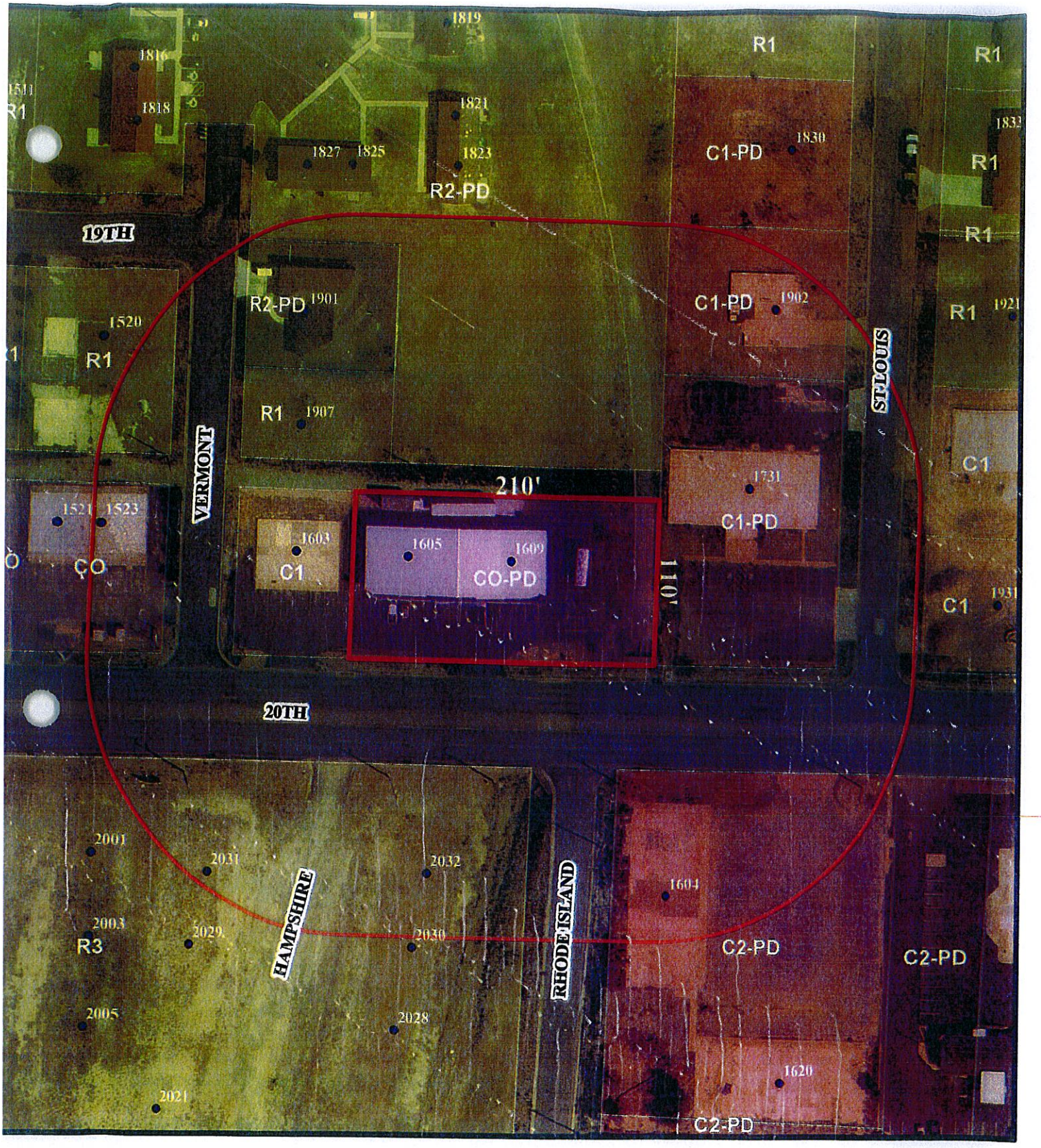
DISCUSSION

The proposed rezoning is to allow for retail uses in the existing building. The building may be remodeled or site redeveloped in the future, but it will require a Site Plan Review and meet all design guidelines for the 20th Street Corridor.

Staff recommends approval of Case 038-14.

ENCLOSURES:

None



0 80 160 320 480 640 Feet

Case 038-14: A request to rezone property from District C-O PD (Non-Retail - Planned Development) to District C-2 PD (Central Business District - Planned Development) for future retail use at 1605-1609 E. 20th Street. - Charles Kuehn

N

Case 038-14: 1605-1609 East 20th Street – A request to rezone property from District C-O PD (Non-Retail – Planned Development) to District C-2 PD (Central Business District – Planned Development) for future retail use – Charles Kuehn.

Mr. Eastman opened the public hearing for Case 038-14.

Mr. Charles Kuehn, 620 McConnell Avenue, Joplin, requesting the rezoning of this property from C-0-PD to C-2-PD. He has a retail customer or tenant who plans to move into this building who would require more than a C-1-PD zoning district. It is consistent with the area, with no changes being made to the building or the site at the current time. Once the tenant gets established, the outside façade may be redone.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 038-14.

MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THAT CASE 038-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 038-14
Charles Kuehn
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-275 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District C-0-PD and including in District C-2-PD property as described below and located at 1605-1609 East 20th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District C-0-PD and including same in District C-2-PD:

All of Lots Numbered Two (2) and Three (3) and All of the East 14.00 feet of Lot Numbered One (1), in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being subject to any easement for ingress and egress along the West 9.00 feet of the East 14.00 feet of Lot Numbered One (1), in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, AND Together with an easement for ingress and egress over the East 9.00 feet of the West 86.00 feet of Lot Numbered One (1) in Seagraves Sub-Division, to the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

ATTEST: _____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-276

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T. B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm SLA DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards PCE DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 039-14: Southwest corner of 20th Street and Maiden Lane – A request to rezone property from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Kum & Go.

STAFF SUMMARY:
The proposed rezoning is for the development of an approximately 5,000 square feet convenience store and 8 pump islands to serve 16 vehicles. There is a sewer easement that will need to be vacated and rededicated in the future before a building permit can be issued on the development. This easement is shown on the site plan, along with the proposed relocated easement.

Access Management: The site will have three points of access, including a full access from Maiden Lane that is shared with the property to the south. This access is already in place, but improvements will be made to better accommodate traffic. There are two proposed accesses along 20th Street. The access closest to the Maiden Lane intersection will be a right-in, right-out, this will prevent traffic exiting the site from making a left turn on to 20th Street due to the close proximity to the intersection. The second access will be at the rear of the development and will be a full-access, allowing customers to turn left on to 20th Street.

Parking: A total of 29 parking spaces have been provided, including 2 ADA spaces.

Building Design & Materials: The site will contain an approximately 5,000 square foot building. The exterior of primarily be face brick in three colors. Prefinished metal panels will accent the upper portions of the façade, and will be used for awnings and screening of rooftop equipment. The design and look of the building will be similar to the Kum & Go completed in 2013 at 15th & Range Line.

Landscaping and Open Space: The site has provided required landscaping, including street and parking lot trees. Interior parking islands include parking lot trees and shrubs.

Buffering: A 6' vinyl privacy fence with landscaping will be installed along the west property line and a small portion of the south property line to screen the commercial property from adjacent residential properties.

Staff recommends approval of Case 039-14.

PLANNING & ZONING COMMISSION TESTIMONY:

Ms. Kendra Meyer appeared representing Kum & Go. They are a family-owned company and are the fifth largest convenience store retailer that is family-owned in the United States. They have the ability to focus on their sustainability and the most LEED-certified convenience stores in the United States. They have the ability to give back 10 percent of their annual profits to local charities and organizations. In 2011, they were able to donate $115,000 to the City of Joplin.

Kum & Go currently operates 10 stores in Joplin, with plans to rebuild all of those stores in the future, providing over a $30 million investment in the City of Joplin.

Mr. Jared Rasmussen, Olsson & Associates, stated that residential property lies to the west and to the southwest. A detention basin is being planned to the west of the store, with this area being an open grass space. Fencing will be erected around the southwest corner, as well as a fence along the entire western property line between the pond and the parking lot. The proposed development is consistent with the overall land use in the surrounding areas.

Mr. Cortez stated that a Kum & Go currently exists in front of the Price Cutter just one block away. He asked if that Kum & Go will be closing, and Ms. Meyer replied that they will be closing the existing store. The store would be moved down the street to create better access, safety, and things of that nature.

PUBLIC COMMENT:

None.

REZONING APPLICATION FORM

RECEIVED 9-5-14

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

For Office Use Only
Case No.: 039-14
Filing Fee: $350.00
Date Advertised: 09-25-14
Date Notices Sent: 09-30-14
P&Z Date: 10-13-14
City Council Date: 11-3-14

APPLICANT: Ryan Halder, Kum & Go PHONE: 515-457-6232
ADDRESS: 6400 Westown Parkway, West Des Moines, Iowa ZIP: 50266
EMAIL: RJH@kumandgo.com
OWNER: Sooner One, LLC / Sooner Two, LLC PHONE: 417-850-5220
ADDRESS: 1027 S. Main St. Suite 203 ZIP: 64801
EMAIL: mikejosephmd@sbcglobal.net
LOCATION OF PROPERTY: Southwest Corner of 20th Street and Maiden Lane
LEGAL DESCRIPTION: See attached descriptions

Present Zoning C1 and R1 Requested Zoning: C3PD Acreage: 1.55 +/-
Present Use of Property: Office Building, Vacant and Single Family Residence
Proposed Use of Property: Convenience Store with Fuel Sales

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Manufacturing	M2 (Across 20th Street)
South	Office Building	C1
East	Single Family Residential	R1 (Across Maiden Lane)
West	Single Family Residential	R1

CHARACTER OF THE NEIGHBORHOOD: The area is a mix use of development. The site is within the Multi-Use Res-Comm-Office/Institutional 20th Street Gateway Corridor.

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? Yes
   If yes, explain: The proposed use will not work within the existing zoning and it is within the Gateway Corridor District

CONFORMANCE WITH COMPREHENSIVE PLAN:

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

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   _X_ Site Plan _X_ Landscape Plan _X_ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 20th Street and Maiden Lane
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 20th Street 80' (varies) and Maiden Lane 87' (varies)
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? NA
2. Properly Sized Street Right-of-Way? NA
3. Drainage Easements? NA
4. Utility Easements:
   Electricity? NA
   Gas? NA
   Sewers? NA
   Water? NA
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

The is within the Gateway Corridor District. It is currently developed with the majority of th site being paved. The site layout had been designed to accommodate the new roadway improvements for the widening ow Maiden Lane

SIGNATURE: _____ DATE: 9/4/2014

BY: Ryan Halber

TITLE: Site Development Manager

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Rezoning

CASE 039-14:

A request to rezone from Districts R-1 (Single-Family Residential) and C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for property located at the southwest corner of 20th Street and Maiden Lane for future planned commercial development.

APPLICANT: Kum & Go

LOCATION: Southwest corner of 20th & Maiden

REQUESTED ZONING: C-3 PD (Commercial – Planned Development)

CORRIDOR: 20th Street – Site Plan Required

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1, C-1	Office/Neighborhood Commercial, Vacant (former single-family)	225' x 330' / 1.55 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	R-1	R-1, C-1	R-1
Land Use	Industrial	Single-Family	Office/Neighborhood Commercial	Single-Family

FUTURE LAND USE:

This site is located along the 20th Street corridor and is eligible for rezoning subject to site plan review and approval.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
20th Street	Minor Arterial	85'
Maiden Lane	Minor Arterial	85'

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

No. Staff has reviewed the proposed accesses and all new access meets Access Management requirements.

UTILITIES: The property has utility connections.

FLOOD PLAIN: Zone X – Area of minimal flooding.

STAFF ANALYSIS:

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

Yes.

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

This property is suitable for commercial development.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The planned rezoning and development plans should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning is for the development of an approximately 5,000 square feet convenience store and 8 pump islands to serve 16 vehicles. There is a sewer easement that will need to be vacated and rededicated in the future before a building permit can be issued on the development. This easement is shown on the site plan, along with the proposed relocated easement.

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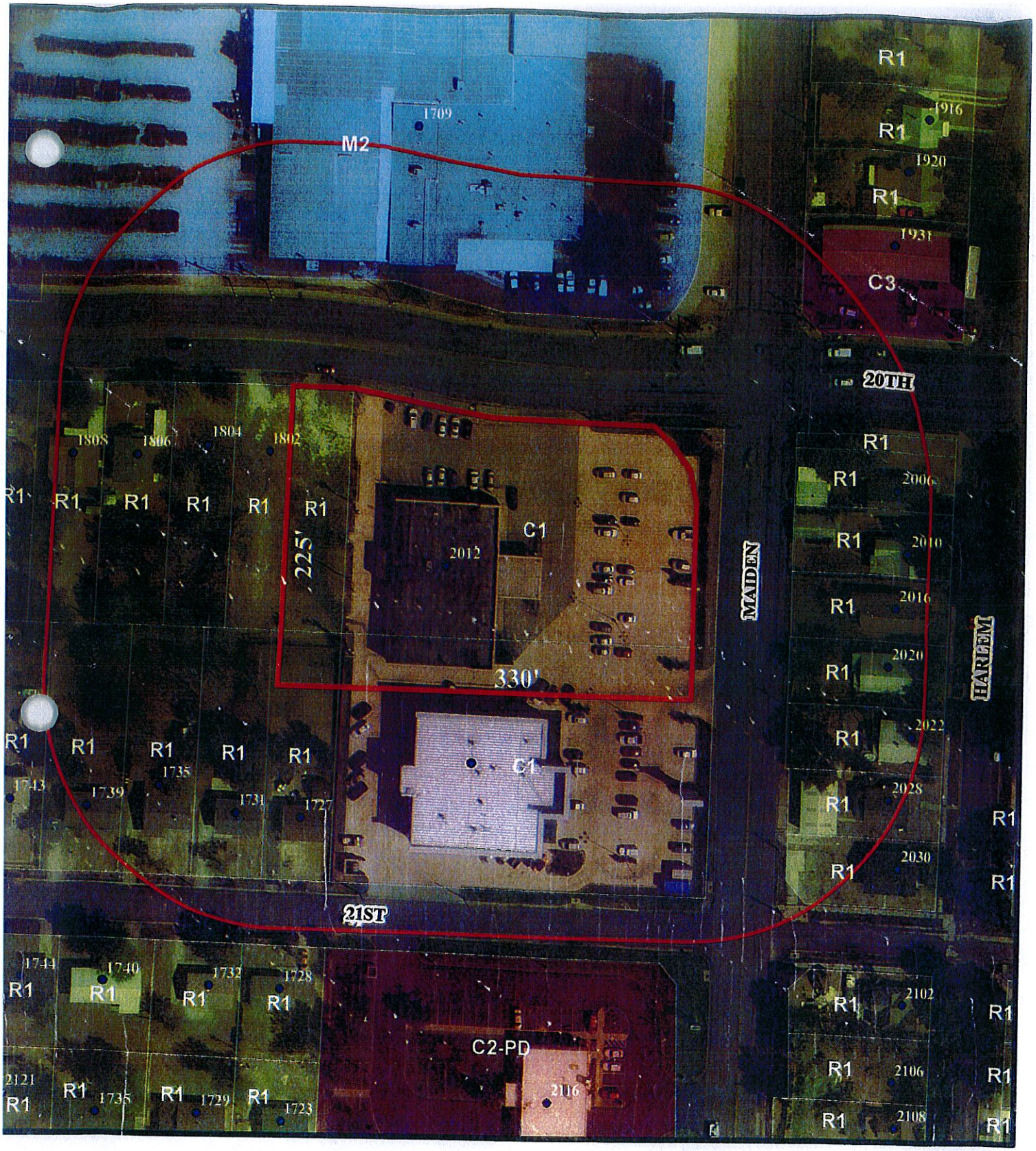
Staff recommends approval of Case 039-14.

ENCLOSURES:

Site plan

Landscape plan

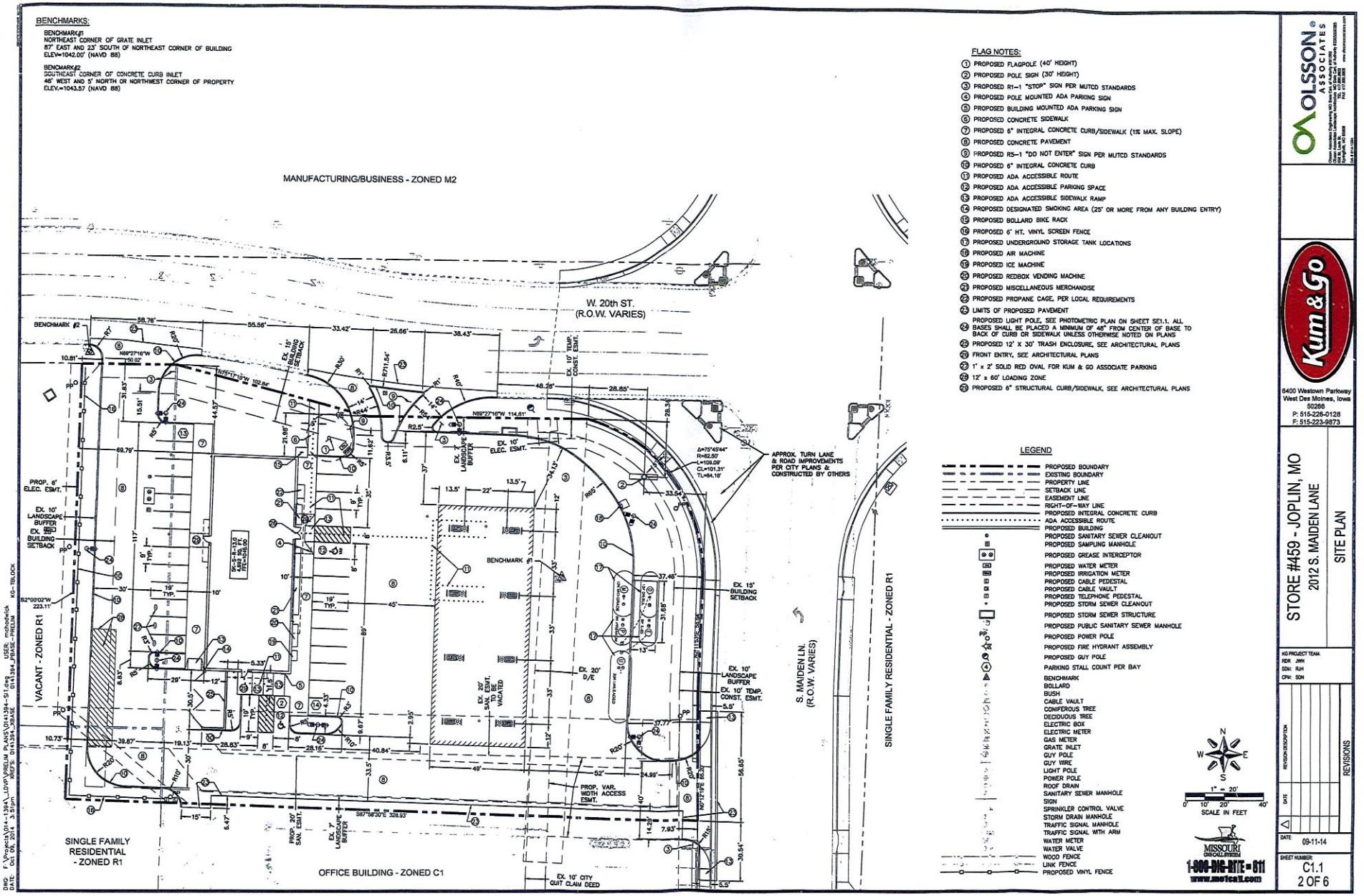
Building elevations

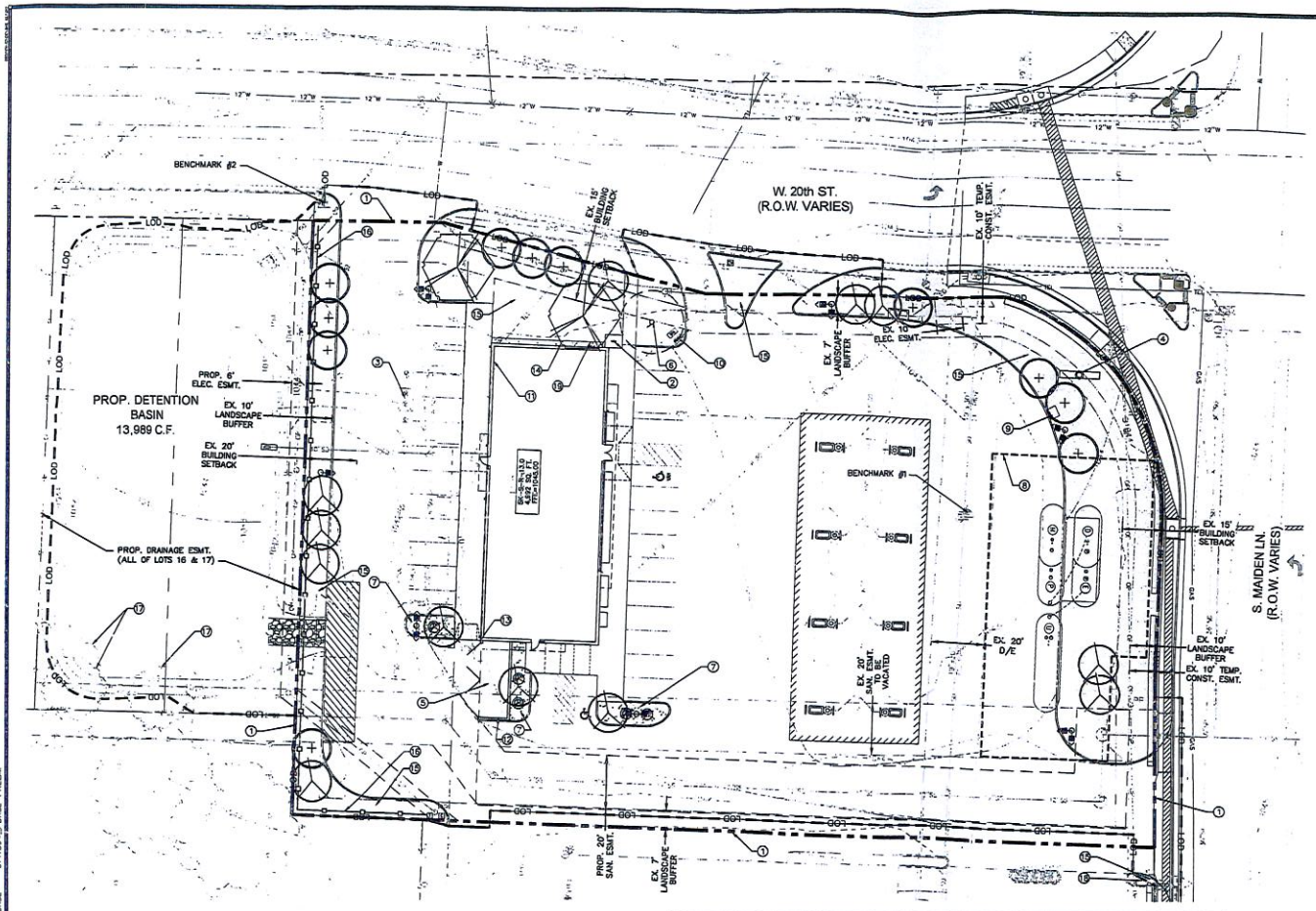


0 90 180 360 540 720 Feet

Case 039-14: A request to rezone property from District R-1 (Single-Family) and C-1 (Neighborhood Commercial) to District C-3 PD (Commercial - Planned Development) for the planned development of a gas station and convenience store at the southwest corner of 20th Street and Maiden Lane. - Kum & Go

N


BENCHMARKS:
BENCHMARK#1
NORTHEAST CORNER OF GRATE INLET
87' EAST AND 23' SOUTH OF NORTHEAST CORNER OF BUILDING
ELEV=1042.00' (NAVD 88)
BENCHMARK#2
SOUTHEAST CORNER OF CONCRETE CURB INLET
46' WEST AND 5' NORTH OR NORTHWEST CORNER OF PROPERTY
ELEV.=1043.57 (NAVD 88)
MANUFACTURING/BUSINESS - ZONED M2
W. 20th ST.
(R.O.W. VARIES)
VACANT - ZONED R1
SINGLE FAMILY RESIDENTIAL - ZONED R1
S. MAIDEN LN.
(R.O.W. VARIES)
SINGLE FAMILY RESIDENTIAL - ZONED R1
OFFICE BUILDING - ZONED C1
BENCHMARK #2
BENCHMARK
APPROX. TURN LANE & ROAD IMPROVEMENTS PER CITY PLANS & CONSTRUCTED BY OTHERS
PROP. 8' ELEC. ESMT.
EX. 10' LANDSCAPE BUFFER
EX. 15' BUILDING SETBACK
EX. 10' ELEC. ESMT.
EX. 20' D/E
EX. 20' SAN. ESMT. TO BE VACATED
EX. 10' TEMP. CONST. ESMT.
PROP. VAR. WIDTH ACCESS ESMT.
PROP. 20' SAN. ESMT.
EX. 7' LANDSCAPE BUFFER
EX. 10' CITY QUIT CLAIM DEED
FLAG NOTES:
1 PROPOSED FLAGPOLE (40' HEIGHT)
2 PROPOSED POLE SIGN (30' HEIGHT)
3 PROPOSED R1-1 "STOP" SIGN PER MUTCD STANDARDS
4 PROPOSED POLE MOUNTED ADA PARKING SIGN
5 PROPOSED BUILDING MOUNTED ADA PARKING SIGN
6 PROPOSED CONCRETE SIDEWALK
7 PROPOSED 6" INTEGRAL CONCRETE CURB/SIDEWALK (1% MAX. SLOPE)
8 PROPOSED CONCRETE PAVEMENT
9 PROPOSED R5-1 "DO NOT ENTER" SIGN PER MUTCD STANDARDS
10 PROPOSED 6" INTEGRAL CONCRETE CURB
11 PROPOSED ADA ACCESSIBLE ROUTE
12 PROPOSED ADA ACCESSIBLE PARKING SPACE
13 PROPOSED ADA ACCESSIBLE SIDEWALK RAMP
14 PROPOSED DESIGNATED SMOKING AREA (25' OR MORE FROM ANY BUILDING ENTRY)
15 PROPOSED BOLLARD BIKE RACK
16 PROPOSED 6' HT. VINYL SCREEN FENCE
17 PROPOSED UNDERGROUND STORAGE TANK LOCATIONS
18 PROPOSED AIR MACHINE
19 PROPOSED ICE MACHINE
20 PROPOSED REDBOX VENDING MACHINE
21 PROPOSED MISCELLANEOUS MERCHANDISE
22 PROPOSED PROPANE CAGE, PER LOCAL REQUIREMENTS
23 LIMITS OF PROPOSED PAVEMENT
24 PROPOSED LIGHT POLE, SEE PHOTOMETRIC PLAN ON SHEET SE1.1. ALL BASES SHALL BE PLACED A MINIMUM OF 48" FROM CENTER OF BASE TO BACK OF CURB OR SIDEWALK UNLESS OTHERWISE NOTED ON PLANS
25 PROPOSED 12' X 30' TRASH ENCLOSURE, SEE ARCHITECTURAL PLANS
26 FRONT ENTRY, SEE ARCHITECTURAL PLANS
27 1' x 2' SOLID RED OVAL FOR KUM & GO ASSOCIATE PARKING
28 12' x 60' LOADING ZONE
29 PROPOSED 6" STRUCTURAL CURB/SIDEWALK, SEE ARCHITECTURAL PLANS
LEGEND
PROPOSED BOUNDARY
EXISTING BOUNDARY
PROPERTY LINE
SETBACK LINE
EASEMENT LINE
RIGHT-OF-WAY LINE
PROPOSED INTEGRAL CONCRETE CURB
ADA ACCESSIBLE ROUTE
PROPOSED BUILDING
PROPOSED SANITARY SEWER CLEANOUT
PROPOSED SAMPLING MANHOLE
PROPOSED GREASE INTERCEPTOR
PROPOSED WATER METER
PROPOSED IRRIGATION METER
PROPOSED CABLE PEDESTAL
PROPOSED CABLE VAULT
PROPOSED TELEPHONE PEDESTAL
PROPOSED STORM SEWER CLEANOUT
PROPOSED STORM SEWER STRUCTURE
PROPOSED PUBLIC SANITARY SEWER MANHOLE
PROPOSED POWER POLE
PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED GUY POLE
PARKING STALL COUNT PER BAY
BENCHMARK
BOLLARD
BUSH
CABLE VAULT
CONIFEROUS TREE
DECIDUOUS TREE
ELECTRIC BOX
ELECTRIC METER
GAS METER
GRATE INLET
GUY POLE
GUY WIRE
LIGHT POLE
POWER POLE
ROOF DRAIN
SANITARY SEWER MANHOLE
SIGN
SPRINKLER CONTROL VALVE
STORM DRAIN MANHOLE
TRAFFIC SIGNAL MANHOLE
TRAFFIC SIGNAL WITH ARM
WATER METER
WATER VALVE
WOOD FENCE
LINK FENCE
PROPOSED VINYL FENCE
N
W
E
S
1" = 20'
0 10' 20' 40'
SCALE IN FEET
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE = 811
www.mo1call.com
OLSSON ASSOCIATES
Olsson Associates Engineering MO State Cert. of Authority #1853
Olsson Associates Surveying MO State Cert. of Authority #2005000305
Olsson Associates Architecture MO State Cert. of Authority #2005000305
701 W. Lucas St.
Springfield, MO 65806
TEL: (417) 890-8882
FAX: (417) 890-8885
www.olssonassociates.com
CA # 2-1-1284
Kum & Go
6400 Westown Parkway
West Des Moines, Iowa
50266
P: 515-226-0128
F: 515-223-9873
STORE #459 - JOPLIN, MO
2012 S. MAIDEN LANE
SITE PLAN
KG PROJECT TEAM:
RDR: JWH
SDM: RJH
CPM: SDN
REVISIONS
REVISION DESCRIPTION
DATE
DATE: 09-11-14
SHEET NUMBER:
C1.1
2 OF 6
DWG: F:\Projects\014-1394_LDP\PRELIM PLANS\014194-S1.dwg USER: mchodrick
DATE: Oct 09, 2014 - 3:51pm XREFS: 014194_BASE 014194_PHASE-PRELIM KG-TBLOCK



FLAG NOTES:

1. PROPERTY LINE
2. BIKE RACK
3. GREASE INTERCEPTOR
4. 30' POLE SIGN
5. TRASH ENCLOSURE
6. 40' FLAGPOLE
7. INSTALL RIVER ROCK MULCH, TYPICAL
8. TANK OVERDIG LIMITS
9. AIR MACHINE
10. INSTALL TEE FOR CONNECTION OF NEW METER FOR IRRIGATION SERVICE. IRRIGATION CONTRACTOR SHALL SIZE METER & SUPPLY LINE SIZE FOR SUFFICIENT SERVICE. METER TO BE PROVIDED & INSTALLED BY MAW
11. PROPOSED IRRIGATION CLOCK TO BE LOCATED IN UTILITY ROOM. COORDINATE INSTALLATION WITH ELECTRICAL AND IRRIGATION CONTRACTORS
12. PROPOSED RAIN/FREEZE SENSOR TO BE MOUNTED ON TOP OF DUMPSTER ENCLOSURE WALL AND INSTALLED BY IRRIGATION CONTRACTOR
13. PROPOSED DESIGNATED SMOKING AREA
14. CONSTRUCT 2'-0" WIDE MOW STRIP, TYPICAL
15. INSTALL SOD TO LIMITS OF DISTURBANCE. REFER TO SHEET L1.2 FOR SOD NOTES AND SPECIFICATIONS.
16. PROPOSED 6' HIGH VINYL SCREEN FENCE
17. PROTECT EXISTING TREE
18. PROTECT EXISTING SHRUB
19. INSTALL STEEL EDGING, TYPICAL

LEGEND

- PROPERTY BOUNDARY LINE
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- LOD — LIMITS OF DISTURBANCE
- 305 — EXISTING CONTOUR
- 305 — PROPOSED CONTOUR
- EASEMENTS
- BUILDING SETBACK
- PROPOSED INTEGRAL CONCRETE CURB
- PROPOSED BUILDING
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED SAMPLING MANHOLE
- PROPOSED GREASE INTERCEPTOR
- PROPOSED WATER METER
- PROPOSED IRRIGATION METER
- PROPOSED CABLE PEDESTAL
- PROPOSED CABLE VAULT
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- PROPOSED PUBLIC SANITARY SEWER MANHOLE
- PROPOSED POWER POLE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GUY POLE
- BENCHMARK
- BOLLARD
- BUSH
- CABLE VAULT
- CONIFEROUS TREE
- DECIDUOUS TREE
- ELECTRIC BOX
- ELECTRIC METER
- GAS METER
- GRATE INLET
- GUY POLE
- GUY WIRE
- LIGHT POLE
- POWER POLE
- ROOF DRAIN
- SANITARY SEWER MANHOLE
- SIGN
- SPRINKLER CONTROL VALVE
- STORM DRAIN MANHOLE
- TRAFFIC SIGNAL MANHOLE
- TRAFFIC SIGNAL WITH ARM
- WATER METER
- WATER VALVE
- WOOD FENCE
- LINK FENCE
- WATER PIPE
- SANITARY PIPE
- STORM PIPE
- OVERHEAD POWER
- TELEPHONE
- UNDERGROUND GAS
- OVERHEAD CABLE
- UNDERGROUND ELECTRIC
- RELOCATED GUY WIRE

PLANT LIST

QTY.	SYMBOL	COMMON/SCIENTIFIC NAME	PLANTING SIZE	MATURE WIDTH	MATURE HEIGHT
SHADE TREES					
2		AMERICAN HORNBEAM CARPINUS CAROLINIANA	2" CAL. B&B	15'-30'	20'-35'
UNDERSTORY TREES					
12		RED BUCKEYE AESCULUS PAVIA	2" CAL. B&B	15'-20'	15'-20'
11		EASTERN REDBUD CERCIS CANADENSIS	2" CAL. B&B	20'-25'	20'-25'
DECIDUOUS SHRUBS					
5		BLOOMERANG LILAC SYRINGA BLOOMERANG	5 GAL.	3'-4'	4'-5'

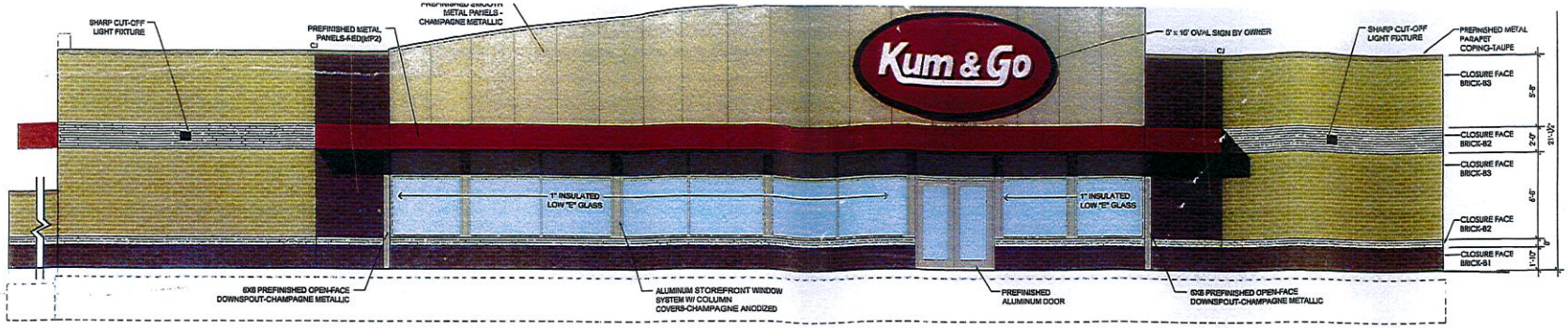
N
W E
S

1" = 20'
0' 10' 20' 40'
SCALE IN FEET

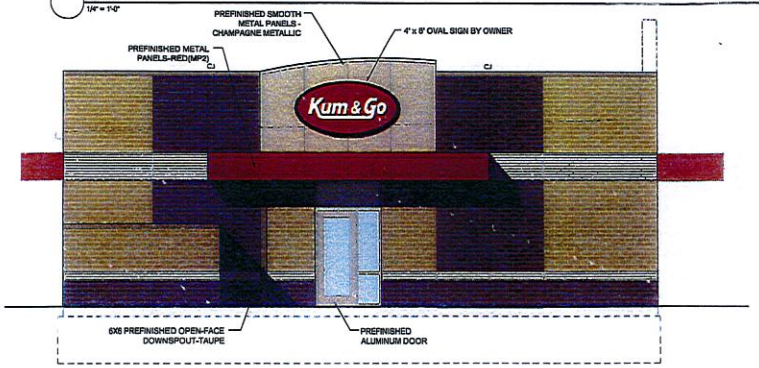
MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE = 811
www.mo1call.com

OLSSON ASSOCIATES
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Kansas, LLC
Olsson Associates Engineering and Land Use of Kansas, LLC
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Missouri, LLC
Olsson Associates Engineering and Land Use of Missouri

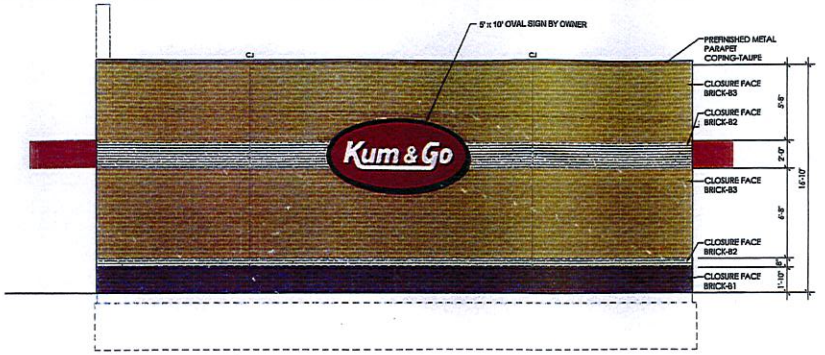

West 20th Street
South Maiden Lane
PROP. 6' ELEC. ESMT.
EX. 10' LANDSCAPE BUFFER
EX. 20' BUILDING SETBACK
EX. 15' BUILDING SETBACK
EX. 10' TEMP. CONST. ESMT.
EX. 7' LANDSCAPE BUFFER
EX. 10' ELEC. ESMT.
EX. 20' B/E
EX. 20' WATER ESMT. TO BE VACATED
PROP. 20' SAN. ESMT.
Kum & Go #459
2012 S. Maiden Lane, Joplin, Missouri
OLSSON ASSOCIATES
NORTH



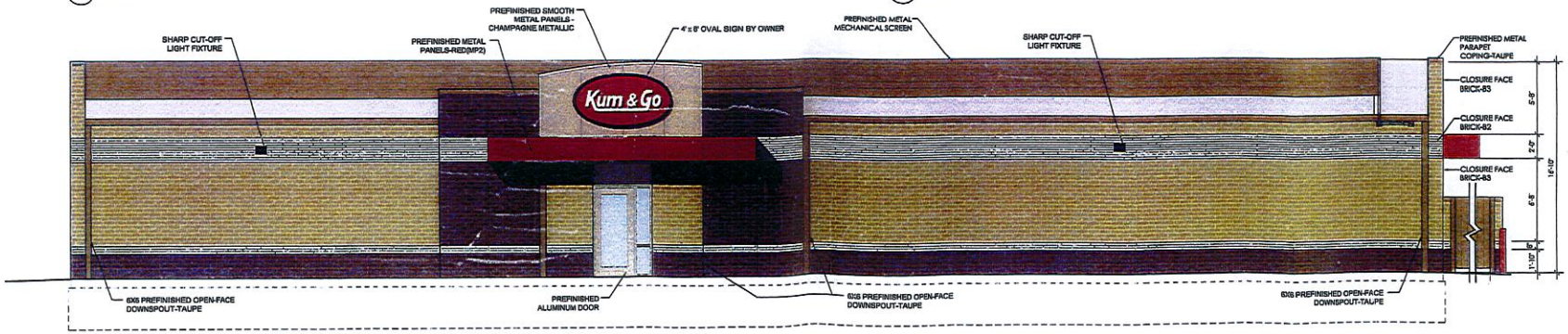
EAST ELEVATION
1/4" = 1'-0"



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



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



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

KUM & GO #0459 JOPLIN, MISSOURI

SHIFFLER ASSOCIATES ARCHITECTS, P.L.C.

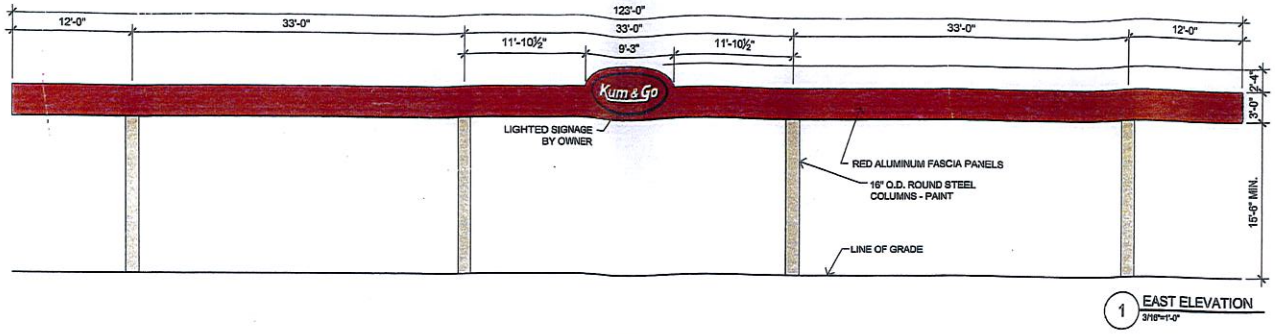
JULY 23, 2014

EXTERIOR MATERIAL SCHEDULE			
ROOF	PREFINISHED METAL GUTTER & DOWNSPOUT		KYNAR 500 - COLOR: CHAMPAGNE
	PREFINISHED METAL COPING		KYNAR 500 - COLOR: CHAMPAGNE
SOFFIT	PREFINISHED METAL FASCIA PANELS	MP1	ALUMINUM COMPOSITE PANEL - KYNAR 500 - COLOR: CHAMPAGNE METALLIC
	PREFINISHED METAL FASCIA PANELS	MP2	ALUMINUM COMPOSITE PANEL - KYNAR 500 - COLOR: SUNSET RED
WALL	CLOSURE FACE BRICK	B1	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: COCOA SMOOTH
	CLOSURE FACE BRICK	B2	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: LIGHT IVORY VELOUR
	CLOSURE FACE BRICK	B3	UNITED BRICK & TILE - CLOUD CERAMIC - COLOR: CORNADO GRAY
WINDOWS	ALUMINUM STOREFRONT WINDOW SYSTEM		COLOR: CHAMPAGNE ANODIZED

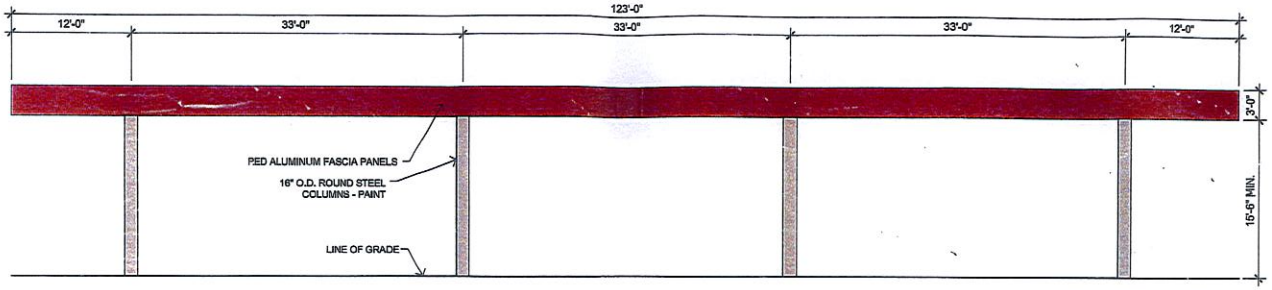
DATE: 08-26-14

SHEET NUMBER: A1.1

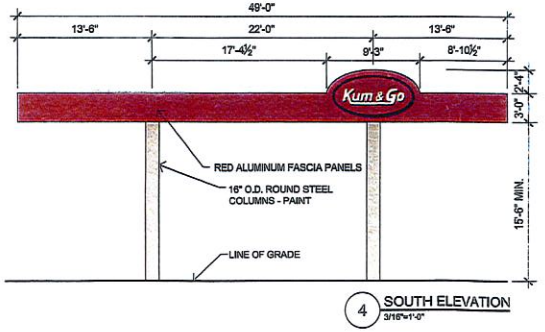
8 OF 10



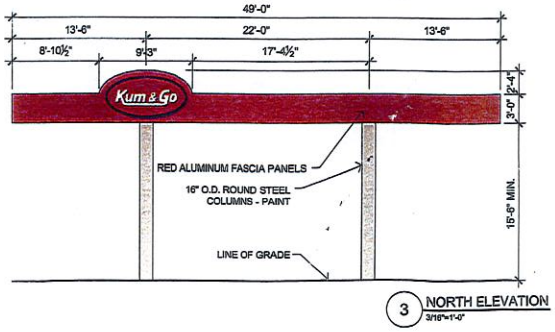
1 EAST ELEVATION
3/16"=1'-0"



2 WEST ELEVATION
3/16"=1'-0"



4 SOUTH ELEVATION
3/16"=1'-0"



3 NORTH ELEVATION
3/16"=1'-0"

KUM & GO #0459
JOPLIN, MISSOURI

SHIFFLER ASSOCIATES ARCHITECTS

JULY 23, 2014

DATE: 08-26-14
SHEET NUMBER: A1.2
9 OF 10

Case 039-14: Southwest corner of 20th Street and Maiden Lane – A request to rezone property from District R-1 (Single-Family Residential) and District C-1 (Neighborhood Commercial) to District C-3 PD (Commercial – Planned Development) for future planned commercial development – Kum & Go.

Mr. Eastman opened the public hearing for Case 039-14.

Ms. Kendra Meyer, 6400 West Town Parkway, West Des Moines, Iowa appeared representing Kum & Go. Kum & Go has a lot of presence here in Joplin. They are a family-owned company and are the fifth largest convenience store retailer that is family-owned in the United States. They have the ability to focus on their sustainability and the most LEED-certified convenience stores in the United States. They have the ability to give back 10 percent of their annual profits to local charities and organizations. In 2011, they were able to donate $115,000 to the City of Joplin.

Kum & Go currently operates 10 stores in Joplin, with plans to rebuild all of those stores in the future, providing over a $30 million investment in the City of Joplin.

Mr. Jared Rasmussen, Olsson & Associates, stated that residential property lies to the west and to the southwest. A detention basin is being planned to the west of the store, with this area being an open grass space. Fencing will be erected around the southwest corner, as well as a fence along the entire western property line between the pond and the parking lot. The proposed development is consistent with the overall land use in the surrounding areas.

Mr. Eastman asked for questions from the commissioners.

Mr. Cortez stated that a Kum & Go currently exists in front of the Price Cutter just one block away. He asked if that Kum & Go will be closing, and Ms. Meyer replied that they will be closing the existing store. The store would be moved down the street to create better access, safety, and things of that nature.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 039-14.

MR. SMITH MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 039-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 039-14
Kum & Go
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-276 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and District C-1 and including in District C-3-PD property as described below and located at the southwest corner of 20th Street and Maiden Lane in the City of Joplin, Jasper County, Missouri.

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

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

A parcel of land being a part of Lots Nineteen (19) thru Twenty-one (21) in Ludwigs 1st Addition, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 1, and a part of Lot 109 in Southwest Village Subdivision, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 84, being a portion of the tract of land described in the Jasper County Recorder's Office in Book 2089 at Page 1741, being more particularly described as follows: Commencing at the Southwest Corner of Lot One Hundred Nine (109) in Southwest Village Subdivision, as found in the Jasper County, Missouri Recorder's Office in Plat Book 7 at Page 84; thence along the West line of said Lot 109, North 01 degrees 59 minutes 42 seconds East 150.00 feet to the point of beginning; thence continuing North 01 degrees 59 minutes 42 seconds East 224.43 feet to the South right-of-way of 20th Street; thence along said South right-of-way the following three courses, South 75 degrees 19 minutes 00 seconds East 102.47 feet; thence South 89 degrees 25 minutes 59 seconds East 185.02 feet; thence South 43 degrees 43 minutes 39 seconds East 6.98 feet to the West right-of-way line of Maiden Lane; thence along said West right-of-way line, South 01 degrees 58 minutes 42 seconds West 201.81 feet; thence leaving said West right-of-way, North 87 degrees 58 minutes 32 seconds West 289.99 feet to the point of beginning, all lying in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township Twenty-seven (27) North, Range Thirty-three (33) West, in the City of Joplin, Jasper County, Missouri, according to the recorded plats thereof, AND All of Lot 18 of Ludwig's First Addition, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in the Jasper County Recorder's Office in Plat Book 7, at Page 1, AND All that part of Lot 1 of Southwest Village Subdivision, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in

the Jasper County Recorder's Office in Plat Book 7, at Page 84, and being more particularly described as follows: Beginning at the Northeast corner of Lot 1 of Southwest Village Subdivision, a Subdivision in the City of Joplin, Jasper County, Missouri, duly filed in the Jasper County Recorder's Office in Plat Book 7, at Page 84; thence South 01 degrees 59 minutes 44 seconds West along the East line of said Lot 1, a distance of 37.94 feet to a found 5/8 inch iron bar with cap, LC62A/C; thence departing said East line North 87 degrees 58 minutes 30 seconds West, a distance of 50.00 feet; thence North 01 degrees 59 minutes 44 seconds East, a distance of 37.23 feet to a point in North line of said Lot 1; thence South 88 degrees 46 minutes 51 seconds East along said North line, a distance of 50.00 feet to the point of beginning, and containing 1,879 square feet of land, more or less.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 3, 2014
ITEM: Council Bill No. 2014-277

ORIGINATING DEPARTMENT: Planning & Community Development
ATTACHMENTS: Planning Report; Commission Minutes; Copy of Council Bill

DEPARTMENT HEAD: Troy Bolander T.B. DATE: 10-22-14
INTERIM CITY MANAGER: Samuel L. Anselm DATE: 10/24/14
CITY ATTORNEY: Peter C. Edwards PE DATE: 10/24/14
BOARD OR COMMISSION: Planning & Zoning Commission MB DATE: 10/13/14

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

SUMMARY/REQUEST:
Case 040-14: Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street – A request for the vacation of all right-of-way and utility easements – Mercy Health Southwest Missouri/Kansas Communities.

STAFF SUMMARY:
The proposed vacation will not have a negative impact on the public. The existing right-of-ways are landlocked and cannot be accessed by the current transportation network, nor are there plans for access in the future. All utilities have consented to the vacation.

Staff recommends approval of Case 040-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Jared Rasmussen, Olsson & Associates, requested the vacation of all the right-of-ways that weren't vacated when development initially began during 2011. At that time, the Missouri Department of Transportation (MoDOT) owned the other side of the right-of-way, so Mercy wasn't able to vacate these easements at that time. Since that time, MoDOT has vacated that right-of-way back to Mercy, so they're just moving forward with cleaning up the rest of the property.

PUBLIC COMMENT:
None.

RECEIVED 9-8-14

CITY OF JOPLIN

APPLICATION FOR VACATION OF STREET OR RESERVATION

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

For Office Use Only

Case No.: 040-14
Filing Fee: $ 350.00
Date Advertised: 09-28-14
Date Notices Sent: N/A
Public Hearing Date: 10-13-14 / 11-3-14

I. Applicant Name: Mercy Health Southwest Missouri/Kansas Communities, a Missouri non-profit corporation Phone: 417-625-2486

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

Address: 2817 St. John's Blvd., Joplin, MO Zip: 64804

Email: Gary.Pulsipher@Mercy.Net

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

Street Vacation X

Alley Vacation ____

Utility vacation X

Other (Please specify) All public right-of-ways within the property as described in the attached legal description.

III. Legal Description of area requested to be vacated:

See Attached

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

1. Private rights will not be injured or endangered by the vacation.
   Only the applicant has access to ROWs being requested for vacation. The public at large does not have access nor will the vacation affect public circulation.

2. The vacation will not cause the public to suffer a loss or inconvenience.
   The ROWs be requested for vacation are not contiguous with the adjoining road systems and are solely within the property owned by the applicant. No public access to the ROWs currently exists.

3. In justice to the applicant(s) the vacation should be granted.
   Denial of the vacation request would eliminate the applicants ability to fully develop their property.

V. Required Attachments:

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

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

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

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

SIGNATURE: Gary W. Pulsipher DATE: 9/5/2014

BY: Gary W. Pulsipher

TITLE: President

Z&P Meeting: October 13, 2014
City Council Meeting: November 3, 2014

STAFF PLANNING REPORT
Vacation

CASE 040-14:

A request for the vacation of all right-of-way and utility easements for Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street.

APPLICANT: Mercy Health Southwest Missouri/Kansas Communities

REPRESENTATIVE: N/A

LOCATION: Between I-44 and 50th Street, Hearnes Boulevard to Indiana Avenue

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Virginia Avenue (Right-of-way, utility easement)	50' x 600' (approx.)
49th Street (Right-of-way, utility easement)	50' x 120' (approx.)
Grand Avenue (Right-of-way, utility easement)	50' x 160' (approx.)
45th Street (Right-of-way, utility easement)	50' x 150' (approx.)

REASON FOR VACATION:

The applicant owns the property and there are no plans to use the right-of-way or utility easement for future development. Most right-of-way and utility easements were vacated in a previous request in 2012 as part of the redevelopment of the site for Mercy's new location.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: No

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: No

DISCUSSION:

The proposed vacation will not have a negative impact on the public. The existing right-of-ways are landlocked and cannot be accessed by the current transportation network, nor are there plans for access in the future. All utilities have consented to the vacation.

Staff recommends approval of Case 040-14.

ENCLOSURES:

Site Plan

Exhibit showing right-of-ways previously vacated in 2012

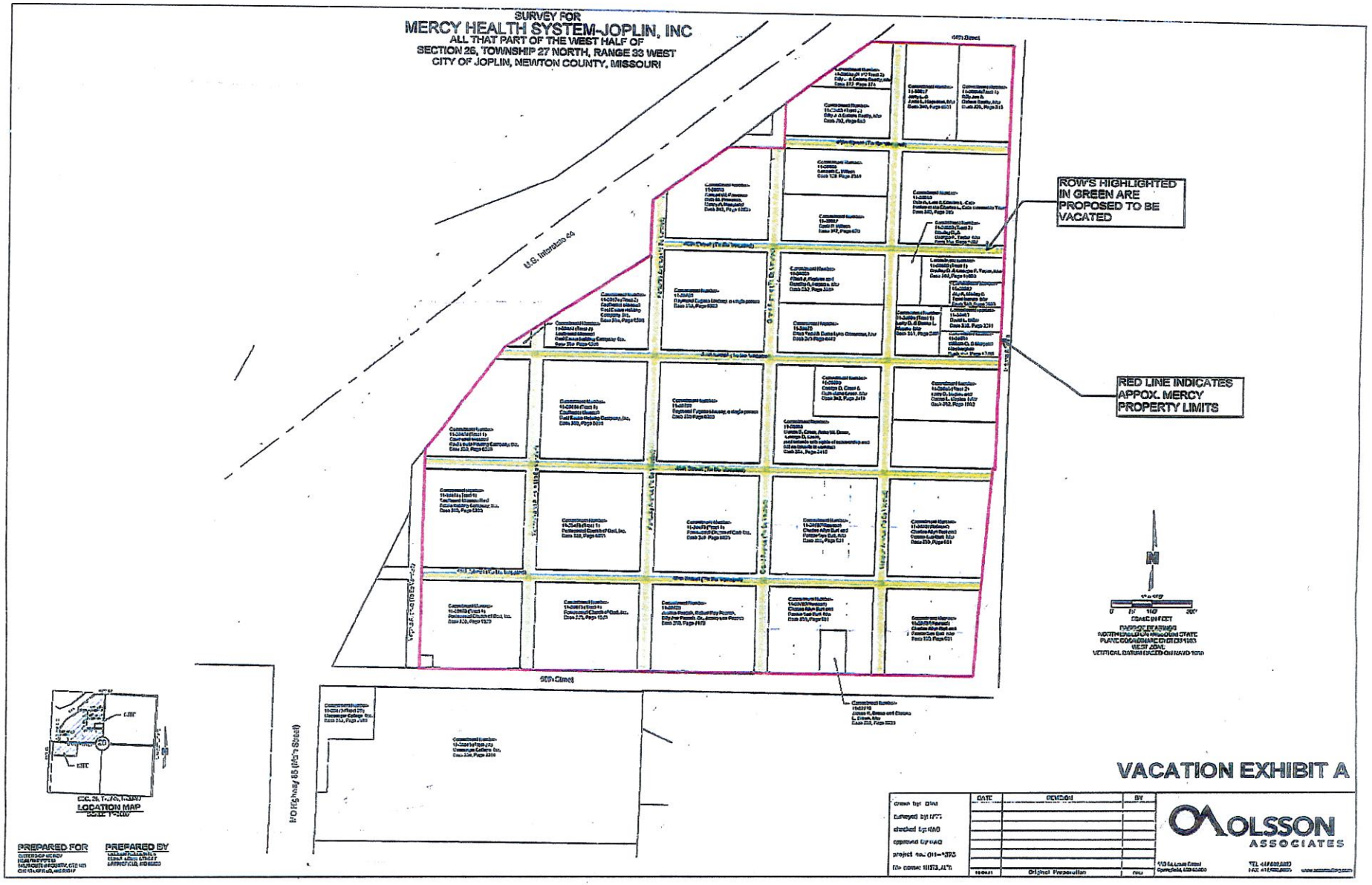


0 335 670 1,340 2,010 2,680 Feet

Case 040-14: A request to vacate all right-of-way and utility easements for Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street. - Mercy Health Southwest Missouri/Kansas Communities

N

SURVEY FOR
MERCY HEALTH SYSTEM-JOPLIN, INC
ALL THAT PART OF THE WEST HALF OF
SECTION 26, TOWNSHIP 27 NORTH, RANGE 33 WEST
CITY OF JOPLIN, NEWTON COUNTY, MISSOURI



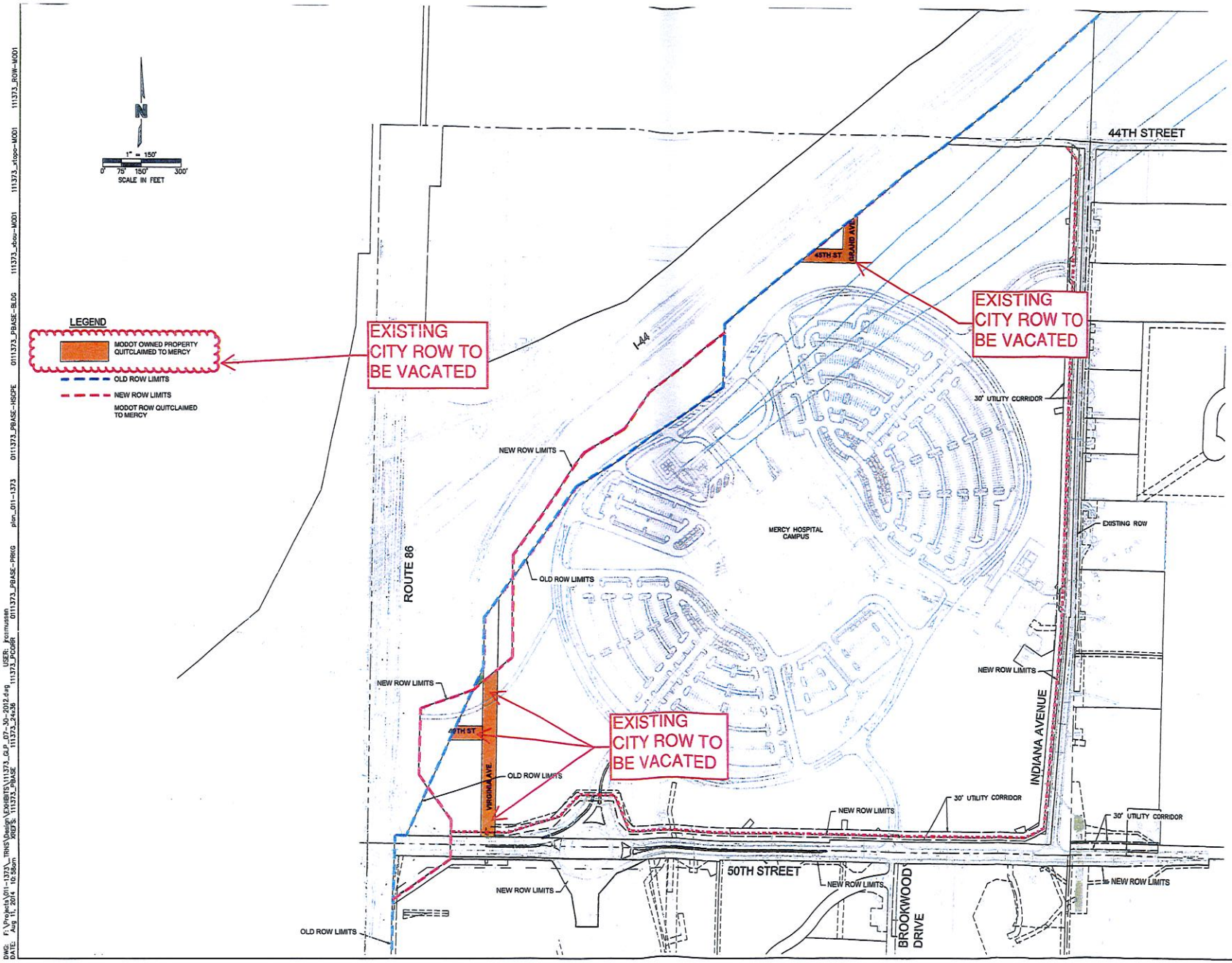
PREPARED FOR

PREPARED BY

VACATION EXHIBIT A

drawn by: DMd	DATE	DESCRIPTION	BY
surveyed by: N/A			
checked by: MAD			
approved by: MAD			
project no.: 011-1373			
file name: 11373_ALTA			
		Original Preparation	rmc

OLSSON ASSOCIATES



DWG: F:\Projects\011-1373\...TRNS\Design\EXHIBITS\111373_ROW_07-30-2012.dwg
DATE: Aug 11, 2014 10:58am
XREFS: 111373_PBASE 111373_24x36 111373_PCORR 011373_PBASE-PROG plan_011-1373 011373_PBASE-HSCPE 011373_PBASE-BLDG 111373_xtopo-MO01 111373_xbou-MO01 111373_ROW-MO01
USER: jcsmussen

OLSSON ASSOCIATES
Olsson Associates • Missouri State Certificate of Authority No. 001592
620 S. Jefferson Ave. Springfield, MO 65806
TEL 417.890.0808 FAX 417.890.0505
www.olssonassociates.com

REVISIONS

REV NO.	DATE	REVISIONS DESCRIPTION
NO.	DATE	DESIGN

ROW EXHIBIT

PUBLIC STREET & STORM IMPROVEMENTS
50TH STREET & INDIANA AVENUE

JOPLIN, MISSOURI

2014

drawn by:	ADB
checked by:	KVT
approved by:	KVT
QA/QC by:	KVT
project no.	011-1373
drawing no.	SHEET 1 OF 1 SHEETS
date:	

SHEET
1 of 1

Case 040-14: Virginia Avenue south of I-44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between I-44 and Grand Avenue, and Grand Avenue between I-44 and 45th Street – A request for the vacation of all right-of-way and utility easements – Mercy Health Southwest Missouri/Kansas Communities.

Mr. Eastman opened the public hearing for Case 040-14.

Mr. Jared Rasmussen, Olsson & Associates, requested the vacation of all the right-of-ways that weren't vacated when development initially began during 2011. At that time, the Missouri Department of Transportation (MoDOT) owned the other side of the right-of-way, so Mercy wasn't able to vacate these easements at that time. Since that time, MoDOT has vacated that right-of-way back to Mercy, so they're just moving forward with cleaning up the rest of the property.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 040-14.

MR. DUNCAN MOVED, SECONDED BY MR. CORTEZ, THAT CASE 040-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).

P & Z Case 040-14
Mercy Health Southwest Missouri/
Kansas Communities
(P & Z Recommended Approval)

COUNCIL BILL NO. 2014-277 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of all right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri.

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

Section 1. That all that part of right-of-way and utility easements for Virginia Avenue south of Interstate 44 and north of 50th Street, 49th Street between Hearnes Boulevard and Virginia Avenue, 45th Street between Interstate 44 and Grand Avenue, and Grand Avenue between Interstate 44 and 45th Street, in the City of Joplin, Newton County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

All that part of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, and being more particularly described as follows: Commencing at a found 5/8 inch iron bar with cap, LC366 marking the Southwest corner of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri; thence South 88 degrees 45 minutes 35 seconds East along the South line of said Quarter Section, a distance of 422.94 feet; thence departing said South line North 01 degrees 21 minutes 31 seconds East, a distance of 45.10 feet to the point of intersection of the North right-of-way line of 50th Street, as now established, and the West right-of-way line of Virginia Avenue, as now established, said point being the Point of Beginning; thence North 01 degrees 21 minutes 31 seconds East along the West right-of-way line of Virginia Avenue, a distance of 334.52 feet to the point of intersection of said West right-of-way line and the South right-of-way line of East 49th Street, as now established; thence departing said West right-of-way line North 88 degrees 57 minutes 05 seconds West along said South right-of-way line, a distance of 120.27 feet; thence departing said South right-of-way line North 25 degrees 38 minutes 03 seconds East, a distance of 54.98 feet to the North right-of-way line of said East 49th Street; thence South 88 degrees 57 minutes 05 seconds East, a distance of 97.67 feet to the point of intersection of said North right-of-way line and said West right-of-way line of Virginia Avenue; thence North 01 degrees 21 minutes 31 seconds East along said West right-of-way line, a distance of 167.36 feet to the point of intersection of said West right-of-way line and the East right-of-way line of Missouri Highway 86, as now established; thence North 49 degrees 42 minutes 12 seconds East along said East right-of-way line, a distance

of 66.92 feet to the point of intersection of said East right-of-way line and the East right-of-way line of said Virginia Avenue; thence South 01 degrees 21 minutes 31 seconds West along said East right-of-way line, a distance of 596.36 feet to the point of intersection of said East right-of-way line with the said North right-of-way line of 50th Street; thence North 88 degrees 38 minutes 29 seconds West along said North right-of-way line, a distance of 50.00 feet to the Point of Beginning, and containing 34,154 square feet, more or less. Subject to easements and other items of record. AND All that part of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, Newton County, Missouri, and being more particularly described as follows: Commencing at the Northeast corner of the Northwest Quarter of Section 26, Township 27 North, Range 33 West, City of Joplin, Newton County, Missouri; thence North 89 degrees 02 minutes 33 seconds West along the North line of said Quarter Section, a distance of 858.35 feet; thence departing said North line South 01 degrees 14 minutes 25 seconds West, a distance of 288.19 feet to the point of intersection of the Southeast right-of-way line of Interstate Highway 44, as now established, and the East right-of-way line of Grand Avenue, as now established for a Point of Beginning; thence South 01 degrees 14 minutes 25 seconds West along said East right-of-way line, a distance of 176.69 feet to the point of intersection with said East right-of-way line and the South right-of-way line of East 45th Street, as now established; thence North 89 degrees 04 minutes 40 seconds West along said South right-of-way line, a distance of 207.81 feet to the point of intersection and said South right-of-way line with said Southeast right-of-way line of Interstate Highway 44; thence North 50 degrees 40 minutes 55 seconds East along said Southeast right-of-way line, a distance of 77.40 feet; thence continuing along said Southeast right-of-way line, South 89 degrees 04 minutes 40 seconds East, a distance of 99.00 feet; thence continuing along said Southeast right-of-way line North 01 degrees 14 minutes 25 seconds East, a distance of 84.18 feet; thence continuing along said Southeast right-of-way line North 50 degrees 40 minutes 55 seconds East, a distance of 65.81 feet to the Point of Beginning and containing 14,192 square feet, more or less. Subject to easements and other items of record.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 3, 2014

ITEM: Council Bill No. 2014-620. This Council Bill approves the agreement between Choice Marketing and the City of Joplin to act as the Print and Digital Media Buyer for the Joplin Convention and Visitors Bureau through the 2017 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2014-620, Consultant Agreement.

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE: 10/24/14
INTERIM CITY MANAGER:	Sam Anselm	DATE: 10/28/14
CITY ATTORNEY:	Peter C. Edwards	DATE: 10/25/14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 10-25-14

INTRODUCTION:

This Council Bill seeks permission from Council for the Interim City Manager to sign an agreement with Choice Marketing of Joplin allowing it to serve as the Print and Digital Media Buyer for the Joplin Convention & Visitors Bureau (CVB) through fiscal years 2015, 2016 and 2017.

SUMMARY:

A part of the CVB's annual budget is dedicated for the placement of advertising, both print and digital, to promote Joplin as a tourism destination. Additional ads are placed in specific trade magazines targeting potential meeting planners whose events are a good match for Joplin events and meetings infrastructure.

As a media buyer, Choice Marketing would be responsible for placing the print and digital ads as detailed in the CVBs annual marketing strategy. As a buyer, they purchase space in a greater quantity than the CVB would, so they receive a better rate on these placements. No ad is placed without the CVB director's approval and the Joplin CVB owns all marketing content and design.

Choice Marketing was selected through the City's bid process. Three other agencies applied.

RECOMMENDATION:

Recommend that Council pass this bill on first reading.

COUNCIL BILL NO. 2014-620 ORDINANCE NO.

AN ORDINANCE approving an Agreement allowing Choice Marketing to serve as the Print & Digital Media Buyer for the Joplin Convention & Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

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

Section 1. That the Agreement governing cooperation between the Choice Marketing and the City of Joplin, Missouri, for services of placing advertising relating to tourism marketing for Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2014-RFP-21

BID ITEM DESCRIPTION: **Print and Digital Media Buyer**

BID OPENING DEADLINE: Noon, October 20, 2014

DEPARTMENT: CVB

REQUISITION NUMBER:

DATE & TIME OPENED: 2:00 p.m., October 20, 2014

OPENED BY: Patrick Tuttle

WITTNESSED BY: Donna Miller

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OF SUSPENDED Y OR N	BID AMOUNT
Media Link, Rock Island, IL	10/14/2014	Natalie Linville-Mass	309.786.5142		15% per ad (including digital)
NOTES: At a placement rate of 15%, a $3,000 print ad would cost the JCVB $3,450. A $200 monthly digital campaign on Facebook would cost $230, with no charge for reporting. Total to JCVB = $3680.					
Jayne Agency, Chicago, IL	10/17/2014	Brooke Foley	312.464.8100		12.5% per ad (including digital)
NOTES: At a placement rate of 12.5%, a $3,000 print ad would cost the JCVB $3,375. A $200 monthly digital campaign on Facebook would cost $225, with no charge for reporting. Total to JCVB = $3600.					
Bucket Media, Columbia, MO	10/20/2014	Jocelyn Tipton	573.817.2825		10% per ad, plus $75/hr for Digital Media Management
NOTES: At a placement rate of 10%, a $3,000 print ad would cost the JCVB $3,300. A $200 monthly digital campaign on Facebook would cost $220 and no charge for reporting. Plus, a minimum of an hour of digital management on both ends of campaign (to place and report) $75. Total to JCVB = $3595.					
Choice Marketing, Joplin, MO	10/20/2014	Cameo Harrington	417.626.0101		12% per ad (including digital)
NOTES: At a placement rate of 12%, a $3,000 print ad would cost the JCVB $3,360. A $200 monthly digital campaign on Facebook would cost $224, with no charge for reporting. Total to JCVB = $3584.					
NOTES:					

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main, Joplin, Missouri 64801, hereinafter referred to as the "City" and Choice Marketing, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional marketing firm for consulting and marketing services for advertising relating to tourism marketing for the City of Joplin's Convention and Visitors Bureau; and

WHEREAS, Consultant desires to provide consulting and marketing services pursuant to the terms of this Agreement.

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

1. The Consultant agrees to diligently perform in a professional and workmanlike manner the following services:

a. Request for Proposals for the CVB Media Buyer Contract dated June 10, 2014, attached hereto and incorporated herein by reference in its entirety as Attachment A. All covenants, conditions, specifications and terms contained in Attachment A are a part of this Agreement. Consultant's Proposal Letter dated June 24, 2014, and Consultant's bid, respectively, are also attached hereto and incorporated herein as Attachment B. All covenants, conditions, specifications and terms contained in Attachment B are a part of this Agreement.

ARTICLE II - AGREEMENT SCOPE AND TIME

1. The time and scope of work under this Agreement is from the date of this Agreement through October 31, 2017, unless terminated earlier as provided herein.

ARTICLE III - GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Consultant shall prosecute the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, project reports, drawings, specifications and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the President or Vice President of Consultant.

8. Consultant is an independent contractor and is not entitled to health insurance benefits, worker's compensation coverage, LAGERS, and Consultant agrees that it is not eligible for unemployment compensation nor will it file any such claim.

ARTICLE IV - RESPONSIBILITIES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

Article V – COSTS AND PAYMENT

1. It is agreed by the Parties that the foregoing Scope of Services will be performed on a percentage basis, according to the following schedule:

    a. 12% of net expenditure per media buy.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City, unless approved by the City in a signed writing. Total costs for the project shall not exceed 12% of net expenditure per media buy. For example, if the net media buy is $1,000, Consultant shall be paid a fee of $120. Consultant agrees that it has reviewed the scope of work and that it can provide the consulting services within this budget. Consultant shall provide the City a proposal that outlines the scope of work, deadlines, and shall submit a monthly invoice to City based on services rendered to date in accordance with the work schedule.

3. City will remit payment of said monthly invoice within 30 days.

ARTICLE VI - INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII - MISCELLANEOUS

1. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

6. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

7. REPRESENTATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

8. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit of any other persons or entities.

9. AUTHORITY TO BIND. Consultant shall provide City with a Declaration of LLC whereby the Managing Member of the LLC declares that the person signing this Agreement on behalf of the LLC has full authority to sign this Agreement and bind the LLC to the terms, covenants and conditions outlined herein.

10. TERMINATION. The City of Joplin may terminated this Agreement by giving sixty (60) days written notice to Consultant, or in the event that appropriations are not approved by the City Council for continuation of this Agreement.

ARTICLE VIII – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT
Choice Marketing

BY: _____
By: Karen Plott

Date: _____

FOR THE CITY OF JOPLIN

BY: _____
By: Sam Anselm
Interim City Manager

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards
City Attorney

Exhibit "A"

REQUEST FOR BID PROPOSALS

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 3, 2014

ITEM: Council Bill No. 2014-622. This Council Bill approves the agreement between Internet Destination Sales System (iDSS) and the City of Joplin for CRM (Customer Relations Management) software for the Convention and Visitors Bureau, DOS through the 2017 fiscal year.

ORIGINATING DEPARTMENT: Convention and Visitors Bureau
ATTACHMENTS: Council Bill No. 2014-622, CRM Software Agreement (in 3 parts).

DEPARTMENT HEAD:	Patrick W. Tuttle	DATE: 10/24/14
INTERIM CITY MANAGER:	Sam Anselm	DATE: 10/27/14
CITY ATTORNEY:	Peter C. Edwards	DATE: 10/29/14
FINANCE DEPARTMENT:	Leslie Haase	DATE: 10-29-14
INFORMATION SYSTEMS	Mark Morris	DATE: 10/24/14

INTRODUCTION:

This Council Bill seeks permission from Council for the Interim City Manager to sign a user's agreement with iDSS for the use by the Joplin Convention & Visitors Bureau (JCVB) of the providers CRM Software through fiscal years 2015, 2016 and 2017.

SUMMARY:

Customer Relations Management software will allow the JCVB Director of Sales better tracking of potential and working clients. Key features of the software include:

CONVENTION/MEETING SALES:
- Provides hotels access to leads, updates, definite bookings and cancellations
- Interacts with local hotel market
- Local hotel sales staffs can respond electronically with room blocks and rates
- Manage how industry partners impacting expense budgets

CONVENTION/MEETING SERVICES:
- Tracks timelines, follow-up and schedule of services, automatic
- Provides complete history of hotel room activity; blocking to final pick up
- Provides hotel access to leads, updates, definite bookings and cancellations

VISITOR CENTER/INQUIRY MANAGEMENT:
- Track individual inquiries from walk-ins, phone calls, or emails and report on where the inquiry originated
- Provides the ability to launch sales promotions directly to potential visitors in a geographic area or as part of a special interest group
- Generate Mailing labels for fulfilling brochure or information requests
- Import lists from Advertising Campaigns or Tradeshows into the Visitor Center/Prospect module and save your import mappings for future imports from same source

This software is among the leading management software within the travel and leisure industry. iDSS CRM Software was selected through the City's bid process.

RECOMMENDATION:

Recommend that Council pass this bill on first reading.

COUNCIL BILL NO. 2014-622 ORDINANCE NO.

AN ORDINANCE approving a License Agreement with Internet Destination Sales System (iDSS) for Customer Relations Management software for the Convention and Visitors Bureau; authorizing the City Manager to execute said Agreement or Agreement in substantially similar form, for the City.

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

Section 1. That the Agreement governing cooperation between with Internet Destination Sales System (iDSS) and the City of Joplin, Missouri, for customer service management software for the Convention and Visitors Bureau of the City of Joplin, Missouri, in substantially similar form to that attached hereto and incorporated herein, be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin upon the recommendation and approval of the City Attorney.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin,
City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
City Attorney

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $3,000

BID #: 2014-RFP-13 BID ITEM DESCRIPTION: **CRM Software**

BID OPENING DEADLINE: 4/23/2014 **DEPARTMENT:** CVB

REQUISITION NUMBER: **DATE & TIME OPENED:**

OPENED BY: Patrick Tuttle **WITTNESSED BY:** Donna Miller

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED Y OR N	BID AMOUNT
iDSS	4/21/2014	Jodi Moulzolf	612.767.7874		$2,500 Initial Set up, $3,000 annual ($250 month)
NOTES: A one time purchase of software at $2,500. $250 monthly for up to 3 users. $250 x 12 months = $3,000. $5,500 for initial year, $3,000/yr there afterlocked in for 3 years. Recommend by DMAI**					
Soffront	4/23/2014	Kim Harrison	510.413.9000 x232		$199 set & training, $35 per month per user. In iCloud.
NOTES: Does not fully support the request of the RFP. Services are iCloud based. Some items offered are dependent of other services for support (EventBrite & ExtraNet), not fully contained within the operation of the system. Not recommend by DMAI**					
SimpleView	4/23/2014	Tom Farney	520.404.7483		$9,800 one time for software and $6,000 annually.
NOTES: $9,800 one time for software and $6,000 annually. $15,800 for initial year, $6,000/yr there after. Recommend by DMAI**					
NOTES:					
NOTES:					

** Recommend by DMAI -- Destination Marketing Association International is the body that advocates and advances the practicies of the CVB/Tourism industry.

MEMO TO PURCHASING COMMITTEE

Finance	Leslie Haase	Date
Legal	Peter Edwards	Date

October 28, 2014

Request not to use lowest-bidder for 2014-RFP-13

We received three (3) bids in response for to the RFP for CRM Software (Destination Management system) for the Joplin Convention and Visitors Bureau, Director of Sales (DOS). This software allows the DOS to track and manage potential business leads, track business proposals and interact with her hotel counterparts in a timely manner.

Soffront was the lowest bidder but does not fully meet the support we are seeking.
First, our bid request was for a software management system; software that would be managed on our director of sales computer. Soffront's system is iCloud based. For proprietary reasons will are not in favor of this type of system.

Second, in response to the *Project Description* in our RFP, Soffront described their CRM system as relying on "interfacing" or "integrated" and "easily captures" through other software or operational platforms. We are seeking an all-inclusive management tool. Adding other operating platforms or outside system are not acceptable in seeking a reliable software package. Our RFP sought a single source provider, not a modular system.

Third, in researching what we wanted in a CRM Software System we learned that there are such systems designed specifically to support the needs of a CVB. The two other CRM systems (iDSS and SimpleView) were created for CVB's specifically. At the time of bidding Soffront did not have a single CVB as a client. They do not offer standard industry related reporting which saves users time by not having to create new report queries.

Fourth, in her research, the JCVB DOS found that the other two providers fully meet the standards for CRM software set forth by Destination Marketing Associations International (DMAI); *the global trade association that protects and advances the success of destination marketing worldwide.* Should the Joplin CVB elect in the future to connect with DMAI's data collecting services; EmpowerMINT system or the Event Economic Impact Calculator, the iDSS or SimpleView applications are fully compatible for integrating. At this time Soffront does not meet DMAI's standards. Many of the practices the Joplin CVB follows are standards advocated or established by DMAI.

For the reasons stated we believe the lowest bidder, Soffront, when compared apple-to-apples, 1) do not fully meet the requirements stated within the RFP and 2) do not demonstrate in the short-term nor long-term to be the best use of tax-payer dollars. Their system will not fulfill the needs of the director of sales and the expectations of our hotel partners.

We seek your permission to go forward with the iDSS purchase.

Patrick Tuttle

CITY OF JOPLIN MISSOURI

Finance Department
602 S Main Street
Joplin, Missouri 64801
(417) 624-0820 Ext 251
(417) 624-4620 (Fax)

October 29, 2014

The purchasing committee, comprised of City Attorney, Peter Edwards, and Finance Director, Leslie Haase, met today to review the bids for software for the Convention and Visitor's Bureau. After reviewing the bid and documentation, the committee approves the department's recommendation to award to the second lowest bidder as the best and lowest bid for this item.

Leslie Haase

Signature
Leslie Haase, CPA, CMA
Finance Director

Signature
Peter C. Edwards
City Attorney

iDSS™ MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS MASTER WEB-BASED SOFTWARE LICENSE AND SERVICES AGREEMENT (the "*Agreement*") is effective on 1/1/2015 ("*Effective Date*") by and between Internet Destination Sales System, Inc. ("***iDSS***") with its principal place of business located at 250 Marquette Avenue South, Suite 1330, Minneapolis, Minnesota, 55401, and City of **Joplin, MO ("*Subscriber*")** with its principal place of business located at 602 South Main, Joplin, MO 64801, with reference to the following facts:

A. iDSS provides web-based software solutions for global travel, meeting, event planning, membership management and contact management.

B. The Subscriber wishes to subscribe to and use those web-based systems *identified by the Subscriber below* as subject to this Agreement; and (ii) retain iDSS to provide implementation and support services in connection with such web-based systems.

Destination Management System **(Exhibit B)**	**X**
Housing System **(Exhibit C-1)**	
Registration System **(Exhibit C-2)**	
Future Housing Inventory System **(Exhibit D)**	
ExactTarget Email License **(Exhibit E)**	

C. iDSS wishes to provide a license to use such web-based systems and provide such services to Subscriber under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. ***Certain Definitions***. The following capitalized terms used in this Agreement and its Exhibits shall have the following meanings:

"Client Support" means iDSS' acknowledgement and response to telephone calls and emails from the Subscriber asking questions about the System or requesting help in using the System.

"***Documentation***" means the technical and planning requirements necessary to access and use the System and generate the Standard Reports.

"***Fees***" means the fees for the license to use the System and for the Services as set forth in the Fee Schedules, which if applicable are attached hereto and incorporated herein as Exhibit B for the Destination Management System; Exhibit C-1 for the Housing System, Exhibit C-2 for the Registration System, and Exhibit D for the Future Housing Inventory System (each a "***Fee Schedule***" and, together, the "***Fee Schedules***"), to the extent applicable to this Agreement. The Fee Schedules may be modified, amended, supplemented, increased and updated in accordance with Section 3 of this Agreement.

"Go-Live Date" means the point when the System has been configured and enabled and is ready for the Subscriber to use.

"***Housing Transaction***" means using the System to reserve 1 hotel room

"***iDSS Intellectual Property***" means the computer programs, written material, Standard Report format, sequencing and arrangement, content, data, designs, images, trademarks, logos or other material or works inherent in, used in connection with, or arising out of the System, the Services, the Standard Reports, the Documentation or any other materials provided by iDSS pursuant to this Agreement and all copyrights, patent rights, trademark rights, trade secrets, and other proprietary rights in and to any and all of the foregoing.

"***Standard Reports***" means the standard (or canned) reports generated by the System for use by Subscriber.

"***Registration Transaction***" means the use of the System to register for a class, seminar, convention, association meeting, reception or other scheduled activities related to an event managed by the System. The registration of 1 person for 1 scheduled activity shall constitute 1 Registration Transaction.

"***Services***" means access to iDSS' web portal and partner interface, configuration and implementation services, on-going support services provided by iDSS to Subscriber in connection with the use of the System and the generation of Standard Reports or customized reports, and other services if requested by Subscriber.

"***System***" means, as a collective, those certain web-based systems identified by Subscriber in Section B above, as subject to this Agreement.

"***Users***" means anyone logging into and using the System.

2. ***Term and Renewal***. The initial term of this Agreement shall be for a period of **3 years** commencing on the Effective Date (the "***Initial Term***") and shall automatically renew for additional 3 year periods (each a "***Renewal Term***"), except as provided below. Unless this Agreement is terminated under Section 8 below, this Agreement will automatically renew at the expiration of the Initial Term or Renewal Term, as the case may be, unless either party gives written notice of termination of this Agreement no later than 30 days prior to the expiration of the Initial Term or Renewal Term.

Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of iDSS and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to iDSS.

3. ***Fees Payable to iDSS by Subscriber***. For access to and use of the System and all included and optional Services, as described in this Agreement, the Subscriber shall

pay those Fees, in the amounts and in accordance with the payment terms (including due dates) and other terms and conditions set forth in Exhibits B, C-1, C-2, and/or D of this Agreement. Subscriber further agrees to pay all applicable sales, use or other similar taxes. iDSS may, in its sole discretion, increase Fees as stated in the Exhibit documents, upon renewal of the terms of the Master Services Agreement.

4. ***Travel Reimbursement***. The Subscriber will be billed and agrees to pay all pre-approved documented travel expenses for iDSS service days (and travel days for International clients) including airfare, other transportation, and hotel incurred in connection with travel to Subscriber's location(s) for training and/or any other contracted services.

5. ***Access to and Use of the System***

a. *Rights Granted*. Subject to the Subscriber's compliance with the terms and conditions of this Agreement and its Exhibits, including payment of Fees, iDSS grants to Subscriber during the term of this Agreement, a limited, nonexclusive, nontransferable license (without a right of sublicense) to connect to and use the System through an Internet web browser solely for Subscriber's own internal business use and operations, all in accordance with any Documentation and the terms of this Agreement. Subscriber acknowledges and agrees that it is Subscriber's responsibility to comply with the Documentation. If Subscriber fails to comply with the Documentation and is unable to operate the System, Subscriber is still responsible for paying iDSS all Fees.

b. *Restrictions*. Subscriber may not (i) rent, lease, re-license or otherwise provide access to the System or any Documentation to any unauthorized third party; (ii) use any reverse compilation, decompilation or disassembly techniques or similar methods to determine any design structure, concepts or construction method of the System or replicate the functionality of the System for any purpose; or (iii) use the System for the benefit of any unauthorized third party.

c. *Data Entry, Storage and Use*. The Subscriber owns the data and is responsible for ensuring that the data entered into the System is accurate and reflects Subscriber's specific requirements. All data generated by and through Subscriber's access to the System shall reside on iDSS's server and iDSS shall have the limited right to use such information solely for the purposes of this Agreement and in aggregate, non-personally identifiable form for internal business purposes, subject at all times to the covenants of confidentiality. At the termination of this Agreement, iDSS will release the Subscriber's data to the Subscriber at Subscriber's expense ($250.00), provided Subscriber is not in breach of any of the terms and conditions of the Agreement, including the payment of Fees.

6. ***iDSS Responsibilities***. During the term of this Agreement, iDSS will provide:

a. *Access to Web Portal.* Subscriber shall have access to the System 24 hours per day, 7 days per week, with 98% uptime, including time for scheduled maintenance. Scheduled maintenance activity will be conducted by iDSS and iDSS will use reasonable commercial efforts to provide at least 12 hour notice (either oral or written) prior to any scheduled maintenance activity that impacts subscriber access.

b. *User name and Password.* iDSS shall provide Subscriber with a unique user-name and password to allow access to and use of the System.

c. *Technical support and service.* iDSS shall provide technical support and service by telephone or through email and the Internet.

d. *Optional Professional Services.* Subject to iDSS's approval, Optional Professional Services are available upon reasonable written notice by the Subscriber at the rates prescribed in the applicable Fee Schedules. As set forth on these Fee Schedules, the Subscriber agrees to reimburse iDSS for reasonable expenses as outlined in Section 4 in connection with any professional services performed at the Subscriber's business.

7. ***Subscriber Responsibilities***. During the term of this Agreement, Subscriber will:

a. Comply with the rules and regulations posted on the iDSS web site for use of the System.

b. Pay Fees when due and comply with the terms of this Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any other agreements between the Subscriber and iDSS.

8. ***Termination***.

a. *Termination by either party upon Breach.* iDSS or Subscriber has the right for immediate termination of this Agreement and the Services upon breach of the Agreement, including its Exhibits if such breach is not cured within 30 days of written notice of such breach.

b. *Termination by iDSS.* iDSS may terminate this Agreement and all Services immediately without notice if Subscriber fails to pay Fees when due and owing or iDSS determines that Subscriber is failing to comply with the rules and regulations as described in Section 7 above or is not in compliance with any of the material terms contained in this Agreement.

c. *Automatic Termination.* This Agreement will be terminated without further action by either party if the Subscriber has terminated or canceled its subscription to all Systems identified above in accordance with the terms of the applicable Fee Schedule.

9. ***Ownership Rights***. iDSS is the owner of the iDSS Intellectual Property or otherwise has the right to grant to Subscriber the license set forth in Section 5 of this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation of such right by iDSS. iDSS retains all rights, title and interest in and to all of the iDSS Intellectual Property provided by iDSS pursuant to this Agreement. Except as expressly provided herein, Subscriber has no other rights or licenses to the iDSS Intellectual Property. All rights not expressly granted under this Agreement by iDSS are expressly reserved by iDSS. Subscriber agrees to assist iDSS in any reasonable manner and at iDSS's sole expense to obtain and enforce for iDSS's benefit patents, copyrights, trademark or other intellectual property rights in the iDSS Intellectual Property. iDSS shall have the sole right to seek patent, copyright, trademark or other protection over any and all the iDSS Intellectual Property.

10. ***Indemnity.***

a. *By Subscriber*. Subscriber shall indemnify and hold harmless iDSS and its directors, officers, employees and agents from and against any and all losses, liabilities, judgments (including legal fees and expenses), awards and costs incurred by iDSS or any third party arising out of or relating in any way to (i) the access to, or use of the System by Subscriber or its users, or (ii) any data or content entered into the System by Subscriber or otherwise used in conjunction with the System by Subscriber which is not provided by iDSS except to the extent any such liability or cost are caused by the negligence or willful misconduct of iDSS.

b. *By iDSS*. iDSS agrees to indemnify and hold harmless Subscriber and its subsidiaries or affiliates under its control, and their directors, officers, employees and agents, against any and all losses, liabilities, judgments, awards and costs (including legal fees and expenses) arising out of or related to any claim that licensees' use or possession of the iDSS Intellectual Property, Services or System or the license granted hereunder, infringes or violates the copyright, trade secret, patent, trademark or other proprietary right of any third party.

c. The terms of this Section shall survive the termination of this Agreement.

11. ***Limited Warranty and Remedy; Liability Limitations***.

a. *Limited Warranty*. The System and related Standard Reports will operate when Subscriber properly completes all forms required by iDSS, supplies all data required by iDSS, provides all additional information iDSS has requested and the Subscriber has input the parameters for each applicable report as described in the Documentation. EXCEPT FOR THIS WARRANTY, iDSS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NONINFRINGEMENT WITH RESPECT TO THE SYSTEM. THE SYSTEM AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. iDSS MAKES NO WARRANTY THAT THE SYSTEM AND THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS,

WILL PERFORM ALL OF THE FUNCTIONS OR CONTAINS THE FEATURES OR SERVICES OF SOFTWARE OR OTHER PROGRAMS YOU MAY HAVE PREVIOUSLY USED OR ARE NOW USING OR OTHERWISE PROVIDE ALL OF THE INFORMATION YOU MAY REQUIRE IN MANAGING YOUR BUSINESS.

b. *Exclusive Remedies.* For any material breach of warranty set forth in Section 11(a) above, iDSS's entire liability and Subscriber's sole and exclusive remedy will be the correction of the problems or errors that cause the breach of warranty, or if iDSS is unable to correct such problems or errors, then Subscriber shall be entitled to a refund of the applicable Fees paid to iDSS during the period giving rise to the claim, subject to Section 11(c).

c. *Limitation of Liability.* EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, iDSS SHALL NOT BE LIABLE OR RESPONSIBLE TO SUBSCRIBER OR ANY THIRD PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (i) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST REVENUES, LOSS OR INACCURACY OF DATA, DAMAGE TO SOFTWARE OR EQUIPMENT, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; OR (ii) ANY AMOUNTS IN EXCESS OF THE AGGREGATE OF THE AMOUNTS PAID TO IDSS BY SUBSCRIBER HEREUNDER DURING THE 6 MONTH PERIOD PRIOR TO THE DATE A CAUSE OF ACTION AROSE. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES AND NOTWITHSTANDING A TOTAL AND FUNDAMENTAL BREACH OF THIS AGREEMENT.

12. ***Notices***. Any notice by either party, to be effective must be sent to the address set out above in this agreement, certified mail, return receipt requested and shall be effective upon receipt.

13. ***Amendment.*** Amendments, modifications or other changes to this Agreement and its Exhibits must be in writing and, except for any increase to the Fees set forth on the Exhibits B, C-1, C-2, and D, signed by both parties to be effective and binding.

14. ***Confidentiality***. The terms of the Mutual Nondisclosure Agreement between the parties is incorporated into this Agreement by reference as if fully set forth herein and shall control the parties' confidentiality obligations to each other. If the parties have not entered a Mutual Nondisclosure Agreement, each party hereby agree not to disclose to any third party any information concerning the customers, trade secrets, methods, processes or procedures or any other confidential, financial or business information of the other party which it learns during the course of its performance of this Agreement, without the prior written consent of such other party. The non-breaching party shall have the right to seek injunctive relief for any violation of this Section.

15. ***Governing Law***. This Agreement is governed by the internal laws of the State of Minnesota without reference to its conflict of laws principles. iDSS and the Subscriber agree to resolve all disputes in the state or federal courts of Minnesota and each party hereby consents to the personal and subject matter jurisdiction of any matter arising under this Agreement in Minnesota courts and agrees to accept service of process by mail.

16. ***Force Majeure.*** iDSS is not liable for any failure or delay in fulfilling its obligations due to any causes beyond its reasonable control. In the event of any such default or delay, the date for performance of Services will be extended correspondingly.

17. ***Entire Agreement.*** This Agreement, its Exhibits, the Mutual Nondisclosure Agreement and any forms, documents or other information submitted by Subscriber constitute the complete and exclusive statement of the Agreement between the Parties as to the System and the Services and the parties' mutual obligations to one another, and there are no contemporaneous agreements, understandings, conditions, warranties or representations, oral or written, express or implied, that are not merged herein or superseded by this Agreement.

18. ***Assignment.*** iDSS may assign any portion of this Agreement or pledge the payments due (and the documentation supporting such payment obligations) from Subscriber under this Agreement without notice to Subscriber and without Subscriber's consent, but Subscriber shall be obligated to the assignee only to the extent of Subscriber's obligation to iDSS. Subscriber may not assign its rights nor delegate its obligations under this Agreement without the prior written consent of iDSS.

Internet Destination Sales System, Inc.	**City of Joplin, MO**
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: _____
Its: _____ (title)	Its: _____ (title)
Date: _____	Date: _____

FEE SCHEDULE FOR
DESTINATION MANAGEMENT SYSTEM (DMS)
CONTRACT PRICING EFFECTIVE January 1, 2015

In connection with the iDSS™ Master Web-Based Software License and Master Services Agreement (the "***Master Services Agreement***") by and between Internet Destination Sales System, Inc. ("***iDSS***") and **City of Joplin, MO** ("***Subscriber***"), the Subscriber agrees to pay the Fees set forth in this Exhibit. Capitalized terms used, but not otherwise defined, in this Exhibit shall have the meanings ascribed to such terms in the Master Services Agreement. To the extent there is a conflict between the terms of this Exhibit B and the Master Services Agreement, the terms and conditions of the Master Services Agreement shall control.

1. Activation / Implementation	***Fee *****
a. Activation Fee	$ 2500.00
b. Data Migration. NO data migration to be undertaken	$ N/A
c. On-Site Training $600 per day / per trainer x # days	$ Optional
d. Training / Travel Expenses for Trainer (Airfare, Car Rental, Hotel)	$ Actual
e. Reporting Database setup *	$ N/A
Total for Implementation	**$ 2500.00**
2. DMS Monthly Subscription	
a. Monthly User Subscription Fee (2 Users) $125 each	$ 250.00
b. Partner Interface for Lead Distribution & Response	$ INCL
Total Monthly Subscription	**$ 250.00**

Fees as shown expire 12/15/2014
If Contract finalized within 60 days, fees are valid and locked for 3 year Contract Term

Total Activation Fee Payable Upfront = $2500.00

Total Monthly Subscription for 36 month term = $9000.00
Paid Quarterly = $750.00

DMS Fees along with iDSS's payment terms and conditions are described on the following pages.

1. ***Activation Fee***

a. *Fee Description.* This is a one-time only, nonrefundable activation fee for the right to use the Destination Management System ("*DMS*"), licenses for staff members, configuring DMS in preparation for Subscriber use, securing database access and information storage. *Payment Terms.* iDSS requires a down payment of half the activation fee upon the execution of the Master Services Agreement and will invoice the remaining balance after the Go-Live Date. iDSS will not perform any work to configure, enable or otherwise activate DMS until it has received the down payment.

b. *Data Migration.* iDSS will migrate data to DMS from other sources, provided that the Subscriber has identified in writing, to the satisfaction of iDSS, the data source or sources to be accessed and the specific data the Subscriber wishes to migrate to DMS and iDSS has determined if migration of the data is feasible.

c. *On-Site Training.* At the Subscriber's request, iDSS will provide training to the Subscriber's staff at the Subscriber's business location, covering the features, use and other information regarding DMS. iDSS will charge the Subscriber the per-day training rate for all training (and travel days for international only). Limitation on Training - Each training session is limited to 10 staff members per trainer.

d. *Travel Expenses.* The Subscriber agrees to pay all documented travel expenses per the Master Service Agreement, Section 3.

e. *Reporting Database.* iDSS will publish a copy of the SQL database for Subscriber to a secure location. The database file can be retrieved and restored to the Subscriber's local SQL database server or Subscriber can connect to iDSS SQL database. Manipulation or transformation of data can be performed from there for reporting or other third party applications. This database is a read-only copy.

2. ***Monthly Subscription Fee***

a. *DMS Monthly Subscription.* Through payment of this fee, the Subscriber has the right to continued use of DMS and related software during Contract term period. This fee includes regular upgrades and Help Desk support. The Subscription fee is locked in for the Initial Term period with the exception of adding/removing users or adding/removing optional features. iDSS shall send an invoice for the Subscription Fee on a quarterly basis. The first Subscription Fee is charged for the first full month following the Go-Live Date.

b. Partner Interface for Lead Distribution & Response. With access to the Partner Interface, Subscriber Partners such as Hotels can access and respond to Leads on-line. They have access to historical Leads that have been sent to them through the interface and they can attach proposals using the interface. There are different pricing scales depending on how many Partners would be accessing; typically this is for the Partners that respond to your Leads.

3. ***General Billing, Terms and Cancellation of Services***

a. Billing. Subscriber will be billed on the Contract date for half of the Activation fees. Following Implementation, subscriber will be billed for balance of Activation fee, Training, Migration, and expenses as applicable. Subscriber will be billed for DMS user fees quarterly, in advance of each quarter. Subscriber will be billed at time of service for additional services. All invoices are due within 30 days of receipt. Interest will be charged on all Fees that are not paid when due at a rate of lower of 1.5% per month or the highest rate allowed by law.

b. *Renewal Term(s).* Each Renewal Term shall automatically renew for additional three (3) year period unless otherwise agreed upon period or written notice of termination is provided by Subscriber to iDSS at least thirty (30) days prior to date the Renewal Term is scheduled to begin. Any proposed price adjustments for the upcoming Renewal Term will be submitted in writing to the Subscriber 6 months prior to the start of the next Renewal Term.

c. *Cancellation of Services.* So long as the Master Services Agreement has not been terminated, iDSS will provide the Services stated. The Initial Term shall automatically renew for additional one (3) year periods, except the Subscriber may terminate the Services prior to the expiration of any Term by giving iDSS 30 days' written notice of it's intent to terminate. During the first six (6) months of the Initial Term, Subscriber may cancel the Agreement and forfeit the Activation fees and all other fees due to that point. If the Subscriber desires to terminate the Agreement after the first six (6) month period, the Subscriber would also pay a fee equal to the Monthly Subscription Fee for the remainder of the term.

d. Non-Appropriation: Notwithstanding any other provision of this Agreement, City shall not be obligated for the performance of iDSS and its respective successors herein or by any provision of this Agreement during any of City's future fiscal years unless the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then City may terminate this Agreement by giving thirty (30) days written notice to iDSS.

The undersigned Subscriber acknowledges the Fees set forth above and agrees to and accepts these terms and conditions in connection with the Destination Management System.

Internet Destination Sales System, Inc. **City of Joplin, MO**

By: _____ By:_____

Date: _____ Date:_____

iDSS

MUTUAL NONDISCLOSURE AGREEMENT

THIS MUTUAL NONDISCLOSURE AGREEMENT ("Agreement") is entered into on and effective 1/1/2015 (the "***Effective Date***") by and between Internet Destination Sales System, Inc. ("***iDSS***"), with its principal place of business located at 250 Marquette Avenue South, Minneapolis, Minnesota, 55401, and **City of Joplin, MO** together with iDSS, (the "***Parties***"), with its principal place of business located at 602 South Main, Joplin, MO 64801, with reference to the following facts:

a. The Parties have requested certain information regarding each other in connection with evaluating the feasibility of possible business arrangements between them.

b. The Parties acknowledge the confidential and proprietary nature of the materials to be furnished.

c. The Parties are willing to disclose such confidential and proprietary information to each other provided that each party agrees to hold and keep such information as confidential and to not use the information for any purpose other than evaluating a potential business arrangement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. ***Confidential Material***

Each party agrees that all information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, and is furnished to it or to its officers, employees, or agents (collectively, the "***Receiving Party***") by the other party ("***Disclosing Party***"), whether written or delivered, visually or orally, will be deemed to be confidential information ("***Confidential Material***"). Confidential Material does not include information that (a) was previously in the possession of the Receiving Party and not the subject of another confidentiality agreement, (b) becomes generally available to the public as a result of a disclosure by a source other than the Receiving Party, or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its advisors, provided that the Receiving Party reasonably believes that such source is not bound by a confidentiality agreement with respect to such information.

a) All Services and Deliverables shall be solely for Client's benefit, and are not intended to be relied upon by any person or entity other than Client. Client shall not disclose the Services or Deliverables, or refer to the Services or Deliverables or pricing in any communication, to any person or entity except (i) as specifically set forth in the applicable Work Authorization, or (ii) to Client's contractors solely for the purpose of their providing services to Client relating to the subject matter of the engagement, provided that such contractors comply with the restrictions on disclosure set forth in this sentence, or (iii) as otherwise required by law. The parties recognize and agree that the Client, City of Joplin, is a municipal corporation organized under the laws of the State of Missouri and subject to RSMo Chapter 610 ("sunshine law"). Client, however, may create its own materials based on the content of such Services and

Deliverables and use and disclose such Client-created materials for external purposes, provided that, Client does not in any way, expressly or by implication, attribute such materials to iDSS or its subcontractors.

b) To the extent that, in connection with an applicable Work Authorization, either party needs to communicate confidential information to the other party that the disclosing party feels necessitates confidentiality obligations to cover the confidential information, the parties agree to work in good faith to negotiate confidentiality obligations as part of the applicable Work Authorization or to execute a separate non-disclosure agreement specific to the exchange of such confidential information under the applicable Work Authorization

2. ***Restrictions on Use and Nondisclosure.*** The Receiving Party agrees and covenants as follows:

a. *Ownership.* All Confidential Material furnished or disclosed to the Receiving Party is and shall be considered for all purposes to be the property of the Disclosing Party, and the Receiving Party shall have no right, title or interest in or to any of the Confidential Material.

b. *Disclosure.* The Receiving Party shall keep all Confidential Material strictly confidential and shall not disclose, give or describe any part or all of the Confidential Material to others for any reason whatsoever without the express written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Material to any representative or agent of the Receiving Party (collectively, the "***Receiving Party's Representatives***") for the sole purpose of evaluating the potential business arrangement between the parties, provided that such Receiving Party's Representatives agree to be bound by the terms of this Agreement. The Receiving Party shall take all measures necessary or desirable to insure that the Confidential Material remains confidential and is not, whether intentionally or unintentionally, disclosed to or seen, used or obtained by any third party. Confidential Material may not be published or reproduced in any fashion.

c. *Use.* The Receiving Party shall use the Confidential Material only for, and in the course of, business discussions relating to a possible business arrangement and in connection with any business arrangement subsequently entered with the Disclosing Party and for no other purpose.

d. *Return of Confidential Material.* Notwithstanding anything contained in this Agreement, the Receiving Party shall return the Confidential Material (regardless of the form in which such information was disclosed), including all compilations, copies, notes, summaries or abstracts of such Confidential Material, and will erase from computer storage (including all related or peripheral storage devices) any and all images, compilations, copies, summaries or abstracts of such Confidential Material to the Disclosing Party immediately upon termination pursuant to Section 2(e) below or upon request of the Disclosing Party, whichever occurs first.

e. *Duration.* Unless extended by mutual agreement of the Parties, this Mutual NDA shall terminate with the termination of the Master Web-based Software License and Services Agreement (contract), if the parties decide to enter into this agreement.

3. ***Remedies***

In the event that the Receiving Party or any of the Receiving Party's Representatives disseminate or release any Confidential Material except as provided in Section 2 above, such disclosure, dissemination or release will be deemed a material breach of this Agreement and the Disclosing Party may demand prompt return of all Confidential Material previously provided to Receiving Party. Each of the parties agrees that because of the unique nature of the Confidential Material, the Disclosing Party would suffer irreparable damage in the event of a breach of this Agreement. Accordingly, each party expressly agrees that the Disclosing Party will be entitled to injunctive and/or other equitable relief, including, but not limited to, specific performance, and hereby waives the right to any bond in connection therewith. The provisions of this paragraph do not alter or affect any other legal rights or remedies the Disclosing Party may have under this Agreement or applicable federal or state law.

4. ***Scope of Agreement.***

Neither execution nor performance of this Agreement shall require or obligate either party to enter into or continue a Master Services Agreement or any other agreement, including any joint venture or representation or consulting agreement relating to the other party. Nothing herein shall be construed as granting the Receiving Party or any other party any license or any other right, title or interest in or to the Confidential Material.

5. ***Miscellaneous Provisions.***

a. *Amendment.* No amendment of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

b. *Waiver.* Failure by any party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or its rights thereafter to enforce such provision or any other provision.

c. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof as of the date of this agreement and supersedes all previous understandings, representations, proposals, and discussions, whether oral or written, between the parties concerning the subject matter hereof.

d. *Construction.* Wherever possible each provision of the Agreement and each related document shall be interpreted in such manner as to be effective and valid under applicable law, and if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related documents.

e. *Governing Law.* This Agreement shall be interpreted and enforced pursuant to the internal laws of the State of Minnesota without reference to its conflict of law principles.

f. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

Internet Destination Sales System, Inc.	**City of Joplin, MO**
By: _____ (signature)	By: _____ (signature)
Print Name _____	Print Name _____
Its: _____ (title)	Its: _____ (title)
Date: _____	Date: _____

RESOLUTIONS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 17, 2014

Item: CDBG – Disaster Recovery Action Plan – Round 1- Amendment #3
Originating Department: Planning & Community Development

Attachments: 1) CDBG-DR Action Plan Amendment 3
2) Resolution No. 2014-020

Department Head: Troy Bolander T.B. Date: 11-12-14
Finance Department: Leslie Haase LH Date: 11-12-14
City Attorney: Peter Edwards PE Date: 11/12/14
City Manager: Sam Anselm Date: 11/12/14

Recommended Action: Approval of Resolution No. 2014-020

DISCUSSION:

The following is a resolution that authorizes the filing of a third amendment to the Action Plan with the U.S. Department of Housing and Urban Development (HUD) for the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program, Round 1.

Activity Changes to the Action Plan:
The amendment includes the addition of two activities to the City's existing Action Plan. The following activities will be added and funded with funds from the pre-existing Land Acquisition activity in the ($1,000,000.00) and the pre-existing Mixed Income Multi-Family Residential activity ($4,500,000.00).

Joplin Affordable Senior Housing $4,500,000.00
A post tornado need has been identified for the provision of affordable senior living options which can include assisted living through acute care. The City of Joplin would request proposals for the provision of additional affordable senior housing opportunities. Any proposals that would be received would require to have a Certificate of Need as provided by the State of Missouri. The City of would propose to assist with any site or public improvements that would be needed to make the units affordable.

Storm Water Improvements $1,000,000.00
Infrastructure assessments have demonstrated a need for several storm water corrections, reconstructions and additional capacity after the tornado. The City would have available funding to make any necessary improvements in the vicinity of a selected senior housing proposal.

RECOMMENDATION:

The staff recommends adoption of this Resolution.

AMENDMENT #3 – ~~October XX~~November 17, 2014

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The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan. A submission of this amendment will be made to the U.S. Department of Housing and Urban Development (HUD) following the 7 day comment period.

The amendment includes the addition of two activities to the City's existing Action Plan. The following activities will be added and funded with funds from the pre-existing Land Acquisition/Assemblage and the Mixed-Income Multi-Family Residential activities.

1) ~~Joplin~~ **Joplin Affordable Senior Housing**

Within the Joplin area there are eight senior residential facilities, representing virtually all senior care facilities in Joplin and are representative of the housing choices available to seniors requiring special care housing. The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). As such, there appears to be a shortage of nursing care housing opportunities in the Joplin market. The proposed ~~assisted living~~ project will add a variety of affordable senior living options including adding additional beds to the current inventory, reducing this shortage within the community.

2) **Storm Water Improvements**

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas. Staff surveyed the existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. Thirty-four projects have been identified with existing priority drainage problems; these projects consist primarily of needed residential neighborhood drainage improvements, with a smaller number of improvements at street intersections and commercial areas. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

Activity	Original Funding	New Funding
Land Acquisition/Assemblage	$ 7,4404,000.00	$ 6,440,000.00
Mixed-Income Multi-Family Residential	$ 9,000,000.00	$ 4,500,000.00
Joplin Senior Housing	$ 0.00	$ 4,500,000.00
Storm-water Improvements	$ 0.00	$ 1,000,000.00

STORM WATER IMPROVEMENTS

How the assessment informed allocation

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an

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annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects have been identified with existing priority drainage problems; these projects consist primarily of needed residential neighborhood drainage improvements, with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective
This Activity is eligible under 03I, Flood Drainage Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this income classification will be used. For those areas that will not qualify under that National Objective, Slum and Blight classification will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

JOPLIN AFFORDABLE SENIOR HOUSING ~~FACILITY~~

How the assessment informed allocation
Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

Most effective housing possibilities for aging seniors include multiple housing and care choices in a concentrated area. Referencing Medicare.com and Missouri Department of Health and Senior Services websites for all licensed assisted living facilities, and cross referencing this list

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with other senior care facility resources, the identified senior care facilities represent all licensed facilities in Joplin.

The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within ~~Joplin~~ Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of ~~nursing care~~affordable senior care ~~housing~~ housing options in the Joplin market. Joplin proposes that a range of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other senior housing destroyed.

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~~According to local Building and Planning Departments, there are three nursing care projects and one assisted living project in the development pipeline that could be added to the market. There is the potential therefore for an additional 330 beds of new nursing home beds and 80 beds of assisted living housing that could be added to the market.~~

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CDBG Eligibility and National Objective

This Activity is eligible under ~~13~~03P, ~~Direct Homeownership Assistance~~Health Facilities, and will utilize the National Objectives of serving ~~both~~ Low-Moderate Income ~~Housing~~ Clientele. ~~and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.~~

Long-term Recovery from Specific Disaster

This project specifically aims to provide housing opportunities to seniors within the community. This funding is specifically proposed to fund infrastructure costs associated with the site improvements of the proposed facility, focusing on providing storm water drainage. Creating these rental resources will allow a subset of the population, that may not have the resources, to afford housing tailored specifically to the senior population, and this facility will be essential in reducing the shortage as identified during the earlier Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

Criteria used to select applications

~~The~~ Joplin will request proposals from entities that can demonstrate the ability to finance, construct and manage affordable senior housing. Successful proposals will demonstrate that they have secured a Certificate of Need from the State of Missouri. Joplin will indicate disaster recovery funds will assist with site improvements for the proposal submitted, based on need as shown in submitted underwriting. ~~City has procured the services necessary to conduct the application intake and administration of the program.~~

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BUDGET (~~Revised 10/XX/14~~Revised 11/17/2014)

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY BUDGET

Infrastructure Activities	
Sidewalk Reconstruction/Construction	$ 2,500,000.00
Trail Construction	$ 2,000,000.00
Tree Planting	$ 2,000,000.00
Storm Water Improvements	~~$~~ 1,000,000.00
Sub Total	**$ 7,500,000.00**
Economic Development	
SPARK – Performing Arts/Depot Renovation	$ 5,390,000.00
Sub Total	**$ 5,390,000.00**
Housing Activities	
Single Family Homeownership Direct Assistance	$12,750,000.00
(Safe Rooms Included in New Construction Activities)	
Mixed-Income Multi-family Residential	~~$ 4,500,000~~9,000,000.00
	$ 4,500,000.00
~~Joplin~~ Affordable Senior Housing ~~Facility~~	~~$ 4,500,000.00~~
Single Family Rehabilitation	$ 1,500,000.00
Land Acquisition/Assemblage	~~$ 67,440,000.00~~
	$ 6,440,000.00
FEMA THU Relocation	$ 60,000.00
Housing Authority Tenant Based Rental Assistance	$ 290,000.00
Housing Authority Site Improvements Repair	$ 210,000.00
Sub Total	**$ 30,250,000.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 452,667.09
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 1,674,041.91
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $2,263,335.45)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 2,126,709.00**

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TOTAL CDBG-DR AWARD	$ 45,266,709.00

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COMMUNITY DEVELOPMENT BLOCK GRANT

DISASTER RECOVERY

ACTION PLAN FOR THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Supplemental Appropriations Act, 2011
(Public Law 112-55)
U.S. Department of Housing and Urban Development
Docket No. FR-5628-N-01
[Federal Register: April 16, 2012 (Volume 77, Number 73)]

Initial Approval – September 14, 2013

~~**Amendment #3 – Finalized on October XX, 2014**~~

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I. UNMET NEEDS

HOUSING IMPACT AND UNMET NEEDS

The majority of the property in Joplin that was affected by the May 20, 2011 tornado was residential property that contained a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these are families that will need permanent housing solutions.

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. The following are selected recommendations from that study that confirm the need for housing in Joplin[1]:

Objective #3: Introduce alternative housing options into the market including condominiums and townhomes to target young professionals and empty nesters.

Analysis:
According to demographics provided by ESRI, the age cohorts that include ages 20 to 24 and 30 to 34 are the largest age cohorts in the Joplin area. Many of the people in these age cohorts are young professionals, and some of them are young professionals with children. This segment of the population is an important and growing segment, and housing options should be targeted to meet their growing needs. In addition, the City of Joplin Planning Department stated that it has received several inquiries regarding the availability of condominiums or townhomes in the area by persons looking for lower-maintenance housing options while still maintaining ownership.

[1] Source: Updated Comprehensive Housing Market Analysis; Joplin, Jasper County, Missouri. Novogradac & Company, LLP. 2011

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Action:

- Promote the development of upscale townhomes and condominiums with ample amenities for young professionals and empty nesters that are seeking high quality housing without maintenance responsibilities.
- Construct condominiums in urban areas like the CBD and just outside of the CBD so that young professionals can take advantage of being close to transportation while having entertainment options.

Objective #5: Replace demolished/destroyed Section 8 housing in a timely manner.

Analysis:
The May 2011 tornado destroyed or heavily damaged all of the family Section 8 properties in Joplin as well as two senior Section 8 properties leaving just one Senior Section 8 property in service in Joplin. Oak Meadows, Cedar Hill Apartments, Magnolia Heights and Mercy Village at St. John's have stated that they will rebuild their properties. However, Hampshire Terrace and JMA II Apartments were completely demolished and plans to rebuild at this time are unknown. Springview Gardens has not yet reported what will happen in the future.

Action:

- For Section 8 properties that are unsure whether they will rebuild or not, provide incentives to encourage rebuilding.
- Encourage Section 8 properties to apply for LIHTC funds for rehabilitation.
- Expedite the rehabilitation of these properties to place these developments back in service as soon as possible.

Objective #6: Encourage the development of affordable housing including LIHTC properties.

Analysis:
Only two LIHTC developments were affected by the tornado, Redwood Gardens and Redwood Towers; however, Redwood Gardens sustained major damage and Redwood Towers was completely demolished. The destruction of these two developments as well as the low vacancy rates and lengthy waiting lists at existing LIHTC developments indicate the need for additional LIHTC properties. Further, the demographics of the census tracts were tornados completely destroyed the housing stock illustrate a high percentage of renters and a high percentage of low to moderate income households. In order to provide appropriate replacement housing for these households, LIHTC properties would meet these needs by offering affordable rental housing.

Action:

- Entice developers through low-interest loans to increase the amount of LIHTC properties.

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- Increase awareness and knowledge of the LIHTC and other state and federally assisted housing programs.
- Construct LIHTC properties near where many of the low to moderate income households previously lived.
- Encourage the development of all unit types from one to four-bedroom units in both multifamily and single-family units to create housing for both persons that were previously renters in traditional multifamily housing, as well as renters that were renting out larger single-family homes.
- Build approximately 560 new units of affordable housing including a combination of single-family rental homes and traditional multifamily apartments.

Objective #7: Educate low to moderate income households on how they can purchase homes and increase the supply of owner-occupied homes that are moderately priced.

Analysis:
Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. As a result, the city needs to encourage the construction of moderately priced homes so that the residents that are now housed in the FEMA trailers can afford to move back into single-family homes.

Action:
- Educate future and prior homebuyers on financing options, access to capital and how to improve their credit worthiness.-Inform future and prior homebuyers on how they can maximum their insurance claims and use this money to rebuild and/or purchase a new home.
- Reach out to local developers to encourage the construction of moderately priced homes to replace the destroyed housing stock.

Objective #8: Replace at least 3,100 housing units including 1,400 rental units and 1,700 owner-occupied units. For the rental units, approximately 560 units should be affordable.

Analysis:
In the May 2011 tornado, 602 housing units suffered partial or semi-major damage while 3,422 units were completely damaged or destroyed. In addition over 3,000 homes suffered some form of damage, thus a total of over 7,000 homes were damaged by the May 2011 tornado. Residents of some of these destroyed units were able to find replacement housing among Joplin's existing housing stock or repair their homes. In order to determine the number and type of units that need to be replaced, we utilize the 3,422 units that were completely damaged or destroyed as a starting point. First, we determine the number of rental units and the number of owner-occupied units that need to be replaced. Based upon the renter percentage in the most densely populated areas that were damaged by the tornado, as

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illustrated on page 57, we assume that approximately 45 percent of the units destroyed were rental units.

Number of units that were completely destroyed or damaged 3,422
*
Percentage of units that were rental units 45.0%
=Total Number of Replacement Rental Units Proposed 1,540

Number of units that were completely destroyed or damaged 3,422
*
Percentage of units that were owner-occupied units 55.0%
=Total Number of Replacement Owner-Occupied Units Proposed 1,882

We assume that residents in approximately ten percent of the 3,422 units found other replacement housing among Joplin's existing housing stock or chose to repair/rebuild their homes. As a result, we recommend the replacement of 1,400 rental units and 1,700 owner-occupied units for a total of 3,100 units. The 1,700 owner-occupied units should contain a small percentage of condominium units through newly developed mixed-use developments and mostly single-family homes. These homes need to be priced at a variety of price points including homes for low to moderate income households that are priced at $95,000 or less.

Given that approximately 40 percent of households overall (both renter and home-owner) whose homes were damaged by the tornado were low to moderate income households, it is expected that a slightly lower percentage of home-owners were low to moderate income since it is often difficult for low to moderate income families to come up with down payment money for a home. As such, around 30 to 35 percent of owners have low to moderate incomes, which results in the need for 525 to 550 affordable homes. If 525 to 550 homes are built and priced at $95,000 or below, there should be an adequate amount of affordable owner-occupied homes to replace the destroyed units.

For the 1,400 rental units, we recommend a combination of market rate single-family homes, market rate traditional multifamily developments and affordable developments. To determine the number of affordable units that should be built, we have relied upon the percentage of low to moderate income households in the most densely populated areas that were damaged by the tornado, illustrated on page 41, and we assume that approximately 40 percent of households would qualify to live in affordable rental housing.

Number of proposed replacement rental units 1,400
*
Percentage of households that are low to moderate income 40.0%
= Total Number of Replacement Affordable Rental Units Proposed 560

As the above table illustrates, approximately 560 out of the 1,400 rental units should be affordable units that target low to moderate income households. The remaining 840 unit should be traditional market rate units. Of the 560 affordable units, we recommend that

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approximately 70 percent of these units should be traditional multifamily housing and 30 percent should be single-family rental homes. For the 840 market rate units, we recommend that the majority of these units should be traditional multifamily housing since single-family homes are not typically built to be permanent rentals.

Action:

- Replace market rate multifamily apartments that were destroyed by building approximately 840 new market rate units, most of which are traditional multifamily apartments.
- Build approximately 1,700 new single-family homes in the areas that were heavily damaged by the tornado including single-family homes priced at $95,000 or below to attract low to moderate income households.
- Build approximately 560 new units of affordable housing including a combination of single-family rental homes and traditional multifamily apartments.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

An assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado was performed by the City's Public Works Department with the initial FEMA assistance was considered. The three main infrastructure elements that need additional assistance at this point are Sidewalks, Trails, and Trees.

The assessment for damaged sidewalks resulted in a conservative estimate need of $2,500,000. The City did receive $117, 897 from FEMA for Sidewalk repair; however, the budget for this item remains at $2,500,000 to include a small amount for contingencies.

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would provide funds for approximately 6,333 ROW trees. This amount is estimated to be the excess need after all current funds and donations are considered. These numbers do not include

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trees that people go out and buy themselves.

ECONOMIC IMPACT AND UNMET NEEDS

The path of the May 22, 2011 tornado also crossed a few of the commercial corridors in the City of Joplin which had a large effect on the local economy. There were 553 businesses destroyed or severely damaged, but approximately 85 percent, or 446 businesses, percent are back in operation. Thirty-nine businesses have indicated that they will not rebuild/reopen, and 21 new businesses have opened in the area.

Between 4,500 and 5,000 employees were affected by the tornado but over 90 percent of jobs have been regained, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have decided to rebuild. Overall, the local economy is fairly strong although smaller businesses are still struggling. The large number of volunteers, resources, and support has helped increase spending in the area and sales tax revenue is up 14 percent compared to a year ago. Future revenue will depend on how long the rebuilding will take and continued development of Joplin. Although the short-term sales tax revenue has prospered due to rebuilding activity, it will be important to introduce more diverse revenue sources back into the community that will ensure that revenues will remain after the rebuilding activities subside.

Certain areas, such as those along Range Line Road and near Mercy Hospital, have experienced more rapid development for retail and businesses whereas other areas, such as that along 20th Street, have been slower to rebuild. It will be important to try to provide resources to ensure that the rest of the economic recovery is attained. Because of the slow development of smaller business and all businesses along certain corridors, it seems evident that stimulus will be needed to help recover economically. This will help bring the employment level back to the pre-tornado levels as well as provide important resources for the residents.

ASSISTANCE EXPECTED/RECEIVED

The Federal Emergency Management Agency (FEMA) has been present in Joplin since the beginning of the rescue operations and continues into the recovery process. The Housing Assistance that FEMA has provided to residents of Joplin to this point has reached $7,995,703 for Rental Assistance, Home Repair, and/or Replacements funds. These funds have assisted 2,979 households.

FEMA Assistance (as of May 7, 2012):

Individuals and Businesses:

- Nearly **$21 million** in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA also is providing temporary housing units for individuals and families who have not yet been able to move into a more permanent housing option. These units are disbursed among 12 pre-existing commercial sites and three community sites that were

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built specifically to temporarily house tornado survivors. At the peak of this housing effort, 586 individuals and families were provided a temporary home among one of these sites.

- FEMA approved an Immediate Services Program grant for more than $1.5 million to the Missouri Department of Mental Health for crisis counseling services for survivors of the severe storms, flooding and tornadoes. Of that, more than $1.4 million was provided to Ozark Access Crisis Intervention (ACI) hotline for Jasper and Newton counties.
- The U.S. Small Business Administration (SBA) provides low-interest disaster loans to individuals and businesses of all sizes to help with eligible, disaster-related needs. To date, SBA has approved more than $40.8 million for 516 tornado-impacted individuals, businesses and non-profits.
    - 416 low-interest disaster loans to homeowners for $26.7 million
    - 96 low-interest disaster loans to businesses for $13.9 million
    - 4 low-interest disaster loans to non-profits for $256,400

FEMA provides grants to local, state and federal governmental entities, Tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities. In Jasper and Newton counties, nearly **$150 million*** in federal money has been obligated on behalf of **25 applicants** such as local governments, school districts and critical facilities for **351 projects** to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.

** Funding subject to change based on eligibility review process and potential insurance proceeds.*

Insurance Statistics

Losses as of April 30, 2012:

Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Losses as of April 30th, 2012

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred	Percent
Commercial Property	2,063	2,087	$850,049,017	$1,228,746,672	69%
Residential Property	8,564	8,736	$520,281,192	$552,073,887	94%
Commercial Auto	313	315	$4,412,659	$4,765,428	93%
Private Auto	6,806	6,949	$47,596,261	$51,153,034	93%
Other Commercial	300	304	$13,883,055	$19,301,460	72%
Total (Excluding County Mutuals)	**18,046**	**18,391**	**$1,436,222,184**	**$1,856,040,480**	**77%**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781	91.0%
Total	**19,523**	**19,907**	**1,498,012,071**	**1,923,917,261**	**77.9%**

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UNMET NEED SUMMARY

The initial single family housing need estimate of 1,700 units when compared to the approximate 700 single family units that have been permitted leaves an unmet need to assist the construction of approximately 1,000 single family homes. This will be addressed by the planned Direct Homeownership Assistance and Land Assemblage programs.

While the permit data indicated the majority of construction activity occurred with rehabilitation activities, there are still cases that are in process through non-profit agencies that approximate the need for a minimum of 100 houses with remaining need. The assessment for this need will be ongoing. This is addressed in The Single Family Rehabilitation activity.

The infrastructure activities revealed an unmet need that is estimated at $2,500,000 for sidewalks after reimbursement from FEMA. The need for additional trail access as a means of transportation for those residents living in the tornado-affected is estimated at this point to be $2,000,000 to effectively connect this returning population with the unaffected portions of the City which will help provide resources for these residents.

Thirty-nine businesses have indicated that they will not rebuild/reopen, and 21 new businesses have opened in the area. This leaves a remaining need to replace the economic effects of 18 businesses. Although the exact number of jobs and tax revenue is not noted at this time, the effort to replace a portion of this will be made through the proposed SPARK plan.

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II. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Joplin, however, does realize the need to use this opportunity provided by the May 22nd tornado to re-evaluate land uses that occur in other hazard prone areas such as flood plains. Joplin has taken steps in the form of educating the public, working with other public entities, and has even begun the processes for application of Hazard Mitigation Grant Program funds to purchase property and ensure a more suitable land use is achieved.

During the Citizens Advisory Recovery Team process, a large outcome of these public participation forums was the desire for trails and green-spaces. These forums became a great tool to educate the public with the ideas that placement of green-spaces and potential trails were ideal for floodplain areas. The placement of floodplains in Joplin has been utilized to co-locate parks in the past and the idea of extending the system along these areas was heavily promoted both by the citizens and to the citizens during this process.

The other tangible example is the relocation of the Joplin High School and Franklin Technology Center. Although these educational institutions will occupy the same general location, property acquisition along the perimeter allowed for better site planning ensuring that the structures are not located in the floodplain that is located on the property. The previous high school placement was directly in the floodplain.

COORDINATED PLANNING

Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. In Joplin, this process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are either taken directly from the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been and is continuously being implemented through many different avenues. One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a

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Comprehensive Plan update shortly after the May 22nd tornado and used the CART process as a springboard to ensure that it's new comprehensive plan effectively used the opportunities presented by the tragedy as well as respecting the efforts of the citizens that were put forth in the CART plan.

City staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included more citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

LEVERAGING OF FUNDS

The City has hired Wallace Bajjali as a Master Developer to help coordinate the City's recovery. The City's CDBG-DR funds will be just one small funding stream that Wallace Bajjali will be incorporating into the recovery projects for the community. It is still the intention of the City of Joplin to procure a separate firm to administer and ensure compliance specifically for the CDBG-DR funds. The following table illustrates the potential for funds being leveraged in the proposed activities for this Action Plan.

Project	Total	CDBG
	$ in millions	
Joplin Redevelopment Corporation—Land Banking	30.00	8.00
Housing Reconstruction:		
Principal Reduction Program / Affordable Housing	40.00	4.50
Market-rate Single Family	162.50	8.25
Affordable Multi-Family	18.78	4.50
Market-rate Multi-Family	36.60	4.50
Single Family Rehabilitation		1.50
Neighborhood Revitalization—Walk/Bike Trails, etc.		6.50
SPARK—Performing / Visual Arts center, Depot renovation	68.00	5.39
Salvation Army Transitional-living Program	1.50	
Downtown education complex [current library site]	72.50	
Allocation for Administration		2.12
Totals	429.88	45.26

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USE OF QUALITY CONSTRUCTION METHODS

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd Tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

ADEQUATE (& FLOOD RESISTANT) HOUSING FOR ALL INCOMES

A majority of the CDBG-DR funds in this Action Plan are proposed to promote housing to fulfill the need created by the May 22nd Tornado. All of these programs will follow environmental regulations and current city building codes in relation to issues of the flood plain. This Action Plan has dedicated funds to assist affordable housing units as well as market rate housing units. This assistance will also be distributed to home ownership units as well as rental units. These activities will promote affordable housing dispersed throughout the community which will include areas that are low poverty and non-minority areas. Some of the proposed Multi-family activities will also allow for and promote the development of mixed-income developments.

With the investment in affordable rental units, the aim is to provide assistance to those at the lowest end of the income scale to provide housing opportunity. For those individuals that do not have income sources that allow them to find housing and are homeless, the City of Joplin has and will continue to participate in the local Continuum of Care process. The City of Joplin provides annual funds to allow the management of a Homeless Management Information System (HMIS). This system will help indicate if more resources are needed for the homeless population in the community.

The City of Joplin has made attempts through a local Housing Task Force as well as the CART's Housing and Neighborhood Sector to constantly evaluate the housing needs of the community. This includes the Special Needs population that can require more resources and attention when recovering from a disaster. These committees have included local agencies and will continue to gain input from agencies such as The Independent Living Center and Community Support Services.

PLANS TO MINIMIZE DISPLACEMENT

It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

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III. PROGRAMATIC PROCEDURES

HOW WILL PROGRAM INCOME BE USED

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. Program Income is expected from the Land Assemblage activity. The Program Income generated from this activity will be used to create a Revolving Loan Fund to contribute to a variety of projects that would need additional land purchasing.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA; other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received.

FEMA, SBA, and other federal agencies will be asked to provide verification of benefits supplied to all applicants that are involved in the programs funded by CDBG-DR funds.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin Staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

The CDBG Program staff will be in contact with subrecipients of the program, according to the terms of their Subrecipient Agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits will be conducted according to the nature and scope of the

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project. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the subrecipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference
   b. Documentation, data gathering and analysis

A letter is sent to the subrecipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the subrecipient. If the CDBG Program staff deems necessary, requests may be made of the subrecipient to ensure compliance with all applicable rules and regulations of the program.

STEPS TO PREVENT FRAUD

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Subrecipients who have received $500,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non-compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The vast majority of Administration funds available under the CDBG-DR program will be made available to the firm that is hired to administer the entire CDBG-DR program for the City of Joplin. This organization that is chosen to administer grants will be encouraged to use funds to attend trainings that will increase the efficiency with which projects are completed.

Private funds will be provided as they become available through the Master Developer partnership to help further the capacity of administering organizations. The Master Developer

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team will also be encouraged by the City of Joplin to collaborate and assist programs administration to ensure that the recovery effort is a coordinated effort.

The City of Joplin has received funds from the Economic Development Administration to hire a staff planner. The Disaster Planner (EDA position) will also be dedicated to providing assistance to recovery efforts which will include the projects that are funded by the CDBG-DR funds. This additional assistance to administering groups will increase the capacity of all groups involved.

SUBSTANTIAL AMMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation or reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and receive comments for 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor amendments, the City of Joplin will simply notify the Kansas City Field Office and update projects within the DRGR system. Finalized minor amendments will be posted on the City's website.

CONNECTION BETWEEN UNMET NEEDS AND ALLOCATION

The three categories of Housing, Infrastructure, and Economic Need were individually discussed at the beginning of this document. The City evaluated the needs in these three categories and determined the greatest amount of need to be in Housing followed by Infrastructure then Economic Need. The City does strongly believe, however, that if the recovery of one of these sectors occurred in an isolated way, the community would not have a healthy recovery.

The current proposed budget includes an emphasis on housing activities as that is the largest unmet need at the time of this initial plan. The numbers of single and multi-family units needed were closely considered when making the allocation to these activities.

The City's Public Works Department created an update as of July 1, 2012 as to the unmet need for infrastructure repairs as a result of the tornado. The amount allocated to these activities will ensure that the residents have a quality level of service when they return to the damaged area.

The City, through the Joplin Area Chamber of Commerce, has closely monitored the economic recovery of the community. The small amount of funds allocated to these types of activity do not reflect the overall unmet need, but rather reflect the stronger need for housing recovery. The need to ensure that adequate and appropriate employment is available to residents will continue to be evaluated for future amendments to this plan.

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IV. PROGRAM DESCRIPTIONS

SIDEWALK CONSTRUCTION AND RECONSTRUCTION

How the Assessment informed allocation

An existing conditions report was completed by the City of Joplin's Engineering Department to assess the infrastructure that has been damaged as a result of the May 22, 2011 tornado. These items have been prioritized based on importance and cost. The amount of FEMA funds designated to repairing infrastructure was compared to the comprehensive needs established in this survey. The shortfall that was a result of that comparison informed the allocation for the need for sidewalk

CDBG Eligibility and National Objective

This Activity is eligible under 03L, Sidewalk Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. This project will look at both reconstructing sidewalks in neighborhoods that had them prior to the storm as well as adding them in neighborhoods that did not originally have them. This additional need was brought about in the CART process as residents have requested the ability to have sidewalks available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Criteria used to select applications

Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

TRAIL CONSTRUCTION/RECONSTRUCTION

How the Assessment informed allocation

In another attempt to create suitable and attractive neighborhoods for residents to return, the community through the CART process has asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center.

CDBG Eligibility and National Objective

This Activity is eligible under 03, Other Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If

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necessary, the National Objective of Slum and Blight Area may also be used if the City decides to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

Long-term Recovery from Specific Disaster
The allocation to this activity will not fund all of the combined on and off-road trail necessities to make this happen, but will make an important stride in providing the alternative transportation method for residents. This is especially necessary for the City's recovery as it will provide a transportation alternative to low-income residents and other residents that need affordable transportation for work and services.

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

TREE PLANTING

How the Assessment informed allocation
After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Cost of an initial tree planting can be regulated by the size of the initial planting, the size of the new saplings, and the availability of the species listed in the plantings. According to our present ordinance, we can plant 1 shade tree on each side of the street/block due to the need to leave the sight triangle of each intersection free from obstruction. If we make changes to the code and allow tree planting to start at 40 ft. from the corner, as many cities do, we can plant 8 shade trees each side/block, amounting to $6,400 initially effectively making it a tree-lined cityscape. This is a simple example, a fleshed out plan will show some variety, perhaps suggested by present utilities.

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees

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after the tornado event of 2011. 7,144 variable sized trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

Expected cost of a wholesale tree	$ 82
Cost of planting a tree	$116
Cost of 2 year establishment	$124
Establishing each tree	$322
Establishing 6,333 ROW trees	$2,039,226

CDBG Eligibility and National Objective
This Activity is eligible under 03N, Tree Planting, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

Long-term Recovery from Specific Disaster
This program will greatly improve the recovery of neighborhoods throughout the City through providing a healthier living environment for residents. Similar to the Sidewalk demand, the need for trees was brought about in the CART process as residents have requested the ability to recover the natural environment that infiltrated the urban landscape prior to the tornado.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

SINGLE-FAMILY DIRECT HOMEOWNERSHIP ASSISTANCE

How the Assessment informed allocation
The City of Joplin has commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. This project specifically aims to provide direct home-ownership assistance to approximately 1,700 households.

CDBG Eligibility and National Objective
This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

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Long-term Recovery from Specific Disaster
The objective of this project is to provide attractive housing with a monthly payment that is affordable for low and middle income families, either for those displaced from the area or new residents bringing a new vitality and population diversity to the neighborhood. The residential rebuilding program will represent a "showcase" project for recovering from the devastating tornado of May 22, 2011.

This project will be used in conjunction with the Land Assemblage activity to ensure that the bottom-line mortgage of households is brought to an affordable level. As a major part of the overall rebuilding effort, the City of Joplin, and Wallace Bajjali as the Master Redeveloper, will bring to bear a variety of financing sources for this project and for overall neighborhood redevelopment [see below], including takeout financing commitments from lenders active in the local market and down payment assistance for moderate-income buyers. All of these, taken together, will enhance the marketability of the project and support the goal of creating a high-quality, affordable neighborhood. The down payment assistance will be the portion funded by this CDBG grant. The following is an example of what the structure of financing may look like:

Example for the home buyer at an average construction price of $100,000

1) Equity Capital/Down Payment from Buyer:	$	5,000
2) Forgivable Debt to Equity Capital (MHTC):	$	10,000
3) Community Development Block Grant Money:	$	11,250
4) TSA Gran Funding:	$	8,750
5) Conventional Senior debt with takeout:	$	65,000
	$	100,000

Criteria used to select applications
Applications will be accepted from individuals for this program based on their ability to qualify for the necessary financing. Application to administer this program will not be accepted at this time. The City will properly procure any services that may be needed to help administer the program.

MIXED INCOME MULTI-FAMIY RESIDENTIAL

How the Assessment informed allocation
The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

CDBG Eligibility and National Objective
This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

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Long-term Recovery from Specific Disaster
This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with and estimated total of 500 units. Of these 500 units, at least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

Criteria used to select applications
Application to administer this program will not be accepted at this time. The City will properly procure any services that may be needed to help administer the program.

SINGLE-FAMILY REHABILITATION

How the Assessment informed allocation
The City of Joplin has commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to observe that a large portion of needed rehabilitation has been occurring. The City believes that, based on permit information, there is still a need to support ongoing Single Family rehabilitation. This project specifically has potential to provide assistance to 100 homes at an average rehabilitation of $25,000.

CDBG Eligibility and National Objective
This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the creation of more habitable residential properties to meet the housing needs that have been discussed previously in this document.

Criteria used to select applications
The City will release the means for individual home-owners to apply for this assistance at a later time. A managing organization has not been identified for this activity at this point and proper procurement procedures will be followed in the selection of a management organization.

LAND ACQUISITION/ASSEMBLAGE

How the Assessment informed allocation
Land assemblage will help further the redevelopment goals for both residential and commercial projects. The need to redevelop the vacant properties is apparent from the fact that 3,500 residential properties will need to be completely redeveloped due to the tornado.

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Threshold factors and grant size limits
The estimated cost for lost is $15,000 which is based on market data that averages residential and commercial properties for a total of approximately 500 lots to acquire.

CDBG Eligibility and National Objective
The eligibility of this activity is under 01, Acquisition of Real Property, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

How will programs help long-term recovery from specific disaster
The Joplin Redevelopment Corporation (a Missouri 353 Corporation) will be used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would then be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

By serving as a ready cash buyer, the Land Bank can acquire larger blocs of land at attractive prices, which can then be resold to returning or relocating homeowners or businesses at prices enabling them to rebuild cost-effectively. With a larger inventory of land and a support team of service providers (such as homeowner financial assistance programs, appraisers, title companies and mortgage lenders), the process of buying land from the Land Bank can be expedited, allowing the rebuilding process to proceed more quickly and efficiently. This supports the city's goal to "build back better", fosters the sense of community which has developed after the disaster, and increases the chances for local business to locate successfully in the neighborhood.

Criteria used to select applications
The City will release the means for individual home-owners to apply for this assistance at a later time. A managing organization has not been identified for this activity at this point and proper procurement procedures will be followed in the selection of a management organization.

FEMA Temporary Housing Unit Relocation

How the Assessment informed allocation
The City of Joplin has continually worked with a group of local, state, and national housing partners since the May 22, 2011 tornado called the Housing Task Force. One major component of this group was tracking and assisting the transition of households out of the FEMA Temporary Housing Units into more permanent housing situations. FEMA will no longer be offering its Temporary Housing Unit (THU) program after the first week of June 2013. With this deadline in sight, the Housing Task Force has identified approximately 11 potential households that are currently housed in the THUs and would be assisted by being provided more time in the THUs at a better location.

The group has identified a local non-profit that will receive the donated THUs and operate them as temporary housing for these homeless individuals. The non-profit, Catholic Charities, will also provide social services to these households and assist them in finding more permanent

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housing. The THUs will be operated as temporary transitional housing with affordable rents capped according to the household's income.

CDBG Eligibility and National Objective
This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the placing of homeless households into more permanent housing with assistance to locate permanent housing.

Criteria used to select applications
The City will work with FEMA and Catholic Charities to identify those households that are still eligible to remain in the housing units and are a good fit for the program.

SPARK – PERFORMING AND VISUAL ARTS CENTER

How the Assessment informed allocation
The need that is addressed by this project is the need for economic recovery in the community. Through job creation and the introduction of increased economic activity in a Slum and Blight Area, the choice to include the SPARK plan was informed by the need to fill the need to recover those businesses that have decided to not return to Joplin.

CDBG Eligibility and National Objective
The eligibility of this project is under 03, Other Public Facilities/Improvements, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

Long-term recovery from specific disaster
This activity will include the rehabilitation of the Historic Joplin Union Depot and converting it into a performing and visual arts center. This new center will be a driving force in the community to attract economic activity through tourism. Employment will also be a benefit gained from adding this resource to the downtown area. Plans for the Union Depot have continuously arisen in recent years and interest was once again renewed as the CART looked at ways to accelerate the Economic Recovery of the community through enhanced community facilities.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

JOPLIN HOUSING AUTHORITY TENANT BASED RENTAL ASSISTANCE

How the assessment informed allocation
As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the

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issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00 in CDBG-DR funds within a two year period.

CDBG Eligibility and National Objective
This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders at pre-tornado levels.

Criteria used to select applications
The Joplin Housing Authority will determine eligibility of low-income households that would benefit from the Section 8 Voucher Program, assuring rental affordability.

JOPLIN HOUSING AUTHORITY SITE IMPROVEMENTS REPAIR

How the assessment informed allocation
Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged as well as damage to the parking lot of their temporary office location at 424 S Turk Street. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. These repairs are central to the viability and livable of the affordable rental housing units as well as access to the Housing Authority's temporary office where they accept applicants. Therefore, up to $210,000 will be available in Community Development Block Grant Program – Disaster Recovery funds to make the necessary repairs.

CDBG Eligibility and National Objective
This Activity is eligible under 570.202(a)(2) as Rehabilitation and Preservation, and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this project will result in the continued viability of existing public housing units by improving parking and landscaping associated with the units.

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Criteria used to select applications
The City and the Joplin Housing Authority will select locations and improvements needed to the public housing sites and office site.

STORM-WATER IMPROVEMENTS

How the assessment informed allocation
The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective
This Activity is eligible under 03I, Flood Drainage Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster
This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

Criteria used to select applications
Applications will not be needed for this program. The priorities of projects will all be decided administratively by the Public Works Department.

~~JOPLIN SENIOR HOUSING FACILITY~~

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~~**How the assessment informed allocation**~~

~~Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (Note: some projects offer more than one housing type). These eight facilities represent virtually all senior care facilities in Joplin and are representative of the housing choices available to seniors requiring special care housing. Referencing Medicare.com and Missouri Department of Health and Senior Services websites for all licensed assisted living facilities and cross referenced this list with other senior care facility resource – the identified senior care facilities represent all licensed facilities in Joplin.~~

~~The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at the most senior care facilities surveyed by Bowen National Research within Joplin are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages.~~

~~As such, there appears to be a shortage of nursing care housing in the Joplin market. However, according to local Building and Planning Departments, there are three nursing care projects and one assisted living project in the development pipeline that could be added to the market. There is a potential for an additional 330 beds of new nursing home beds and 80 beds of assisted living housing that could be added to the market.~~

~~**CDBG Eligibility and National Objective**~~

~~This Activity is eligible under 13, Direct Homeownership Assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.~~

JOPLIN AFFORDABLE SENIOR HOUSING

How the assessment informed allocation

Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

Most effective housing possibilities for aging seniors include multiple housing and care choices in a concentrated area. Referencing Medicare.com and Missouri Department of Health and Senior Services websites for all licensed assisted living facilities, and cross referencing this list with other senior care facility resources, the identified senior care facilities represent all licensed facilities in Joplin.

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The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of affordable senior care housing options in the Joplin market. Joplin proposes that a selection of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other senior housing destroyed.

CDBG Eligibility and National Objective
This Activity is eligible under 03P, Health Facilities, and will utilize the National Objective of serving Low-Moderate Income Clientele.

Long-term Recovery from Specific Disaster
This project specifically aims to provide housing opportunities to seniors within the community. This funding is specifically proposed to fund infrastructure costs associated with the site improvements of the proposed facility, focusing on providing storm water drainage. Creating these rental resources will allow a subset of the population that may not have the resources to afford housing tailored specifically to the senior population, and ~~this facility~~the project will be essential in reducing the shortage as identified during the earlier Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

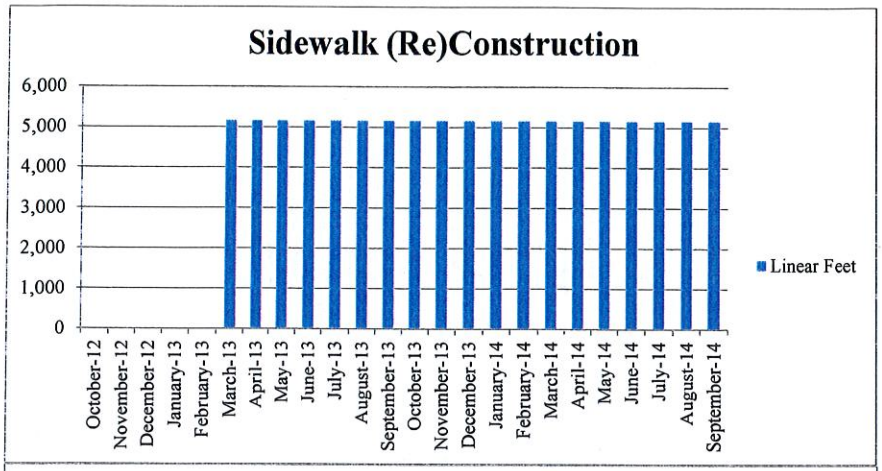
Criteria used to select applications
Joplin will request proposals from entities that can demonstrate the ability to finance, construct and manage affordable senior housing. Successful proposals will demonstrate that they have secured a Certificate of Need from the State of Missouri. Joplin will indicate disaster recovery funds will assist with site improvements for the proposal submitted, based on need as shown in submitted underwriting.

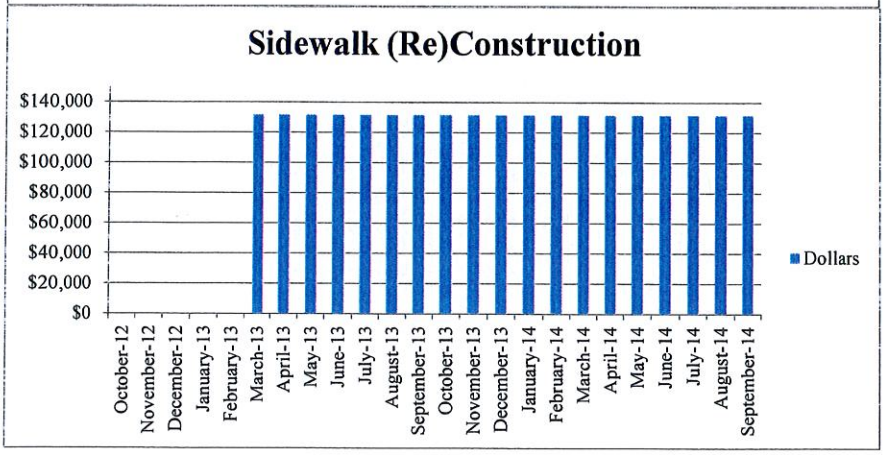
~~The City has procured services necessary to conduct the application intake and administration of the program.~~

V. PERFORMANCE SCHEDULES

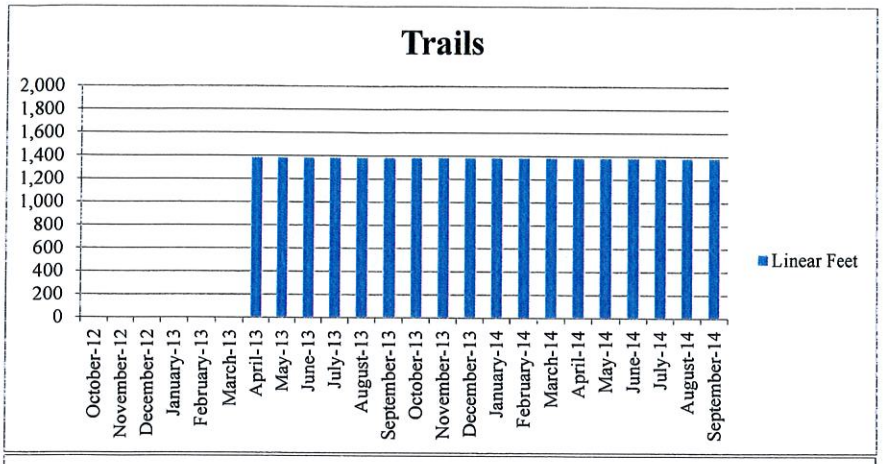
The following tables illustrate the approximate projected expenditures and outcome measures for each activity as applicable.

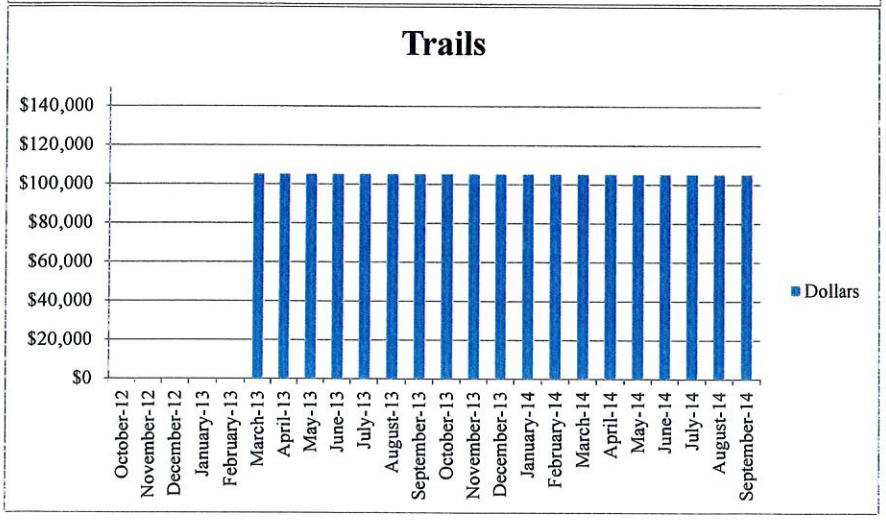
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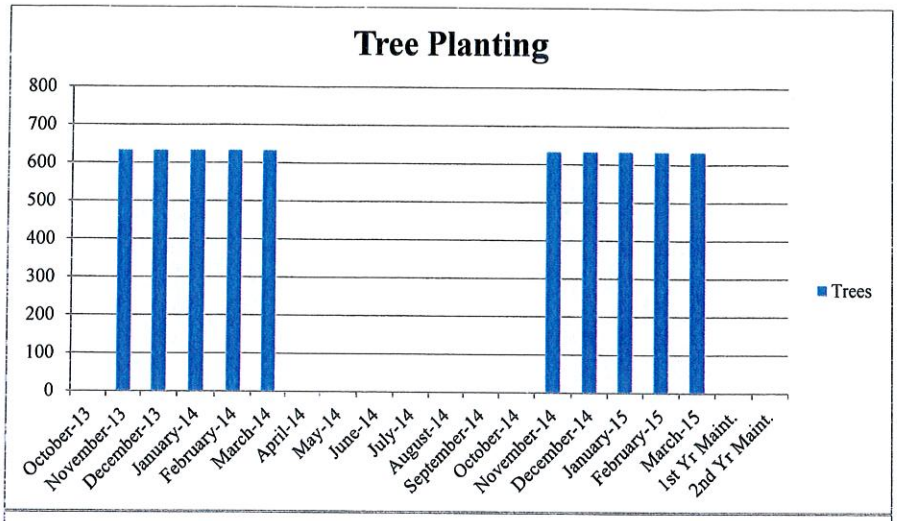


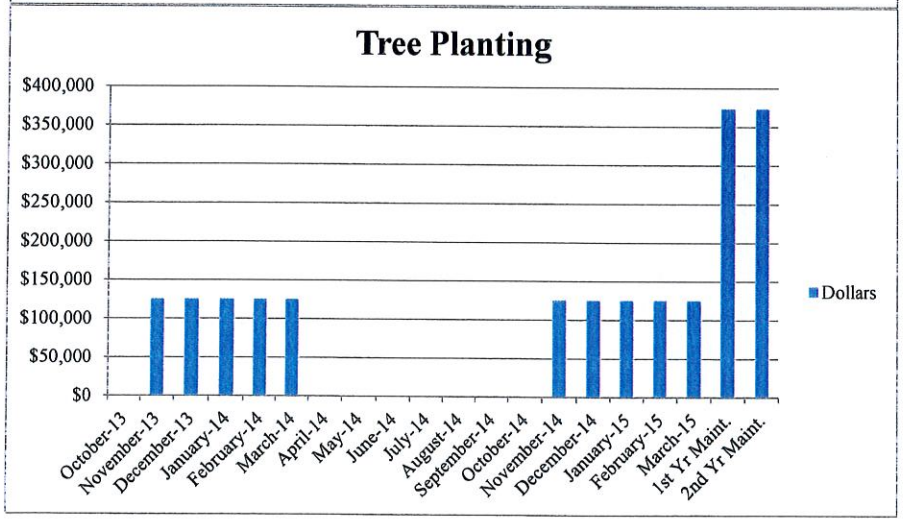
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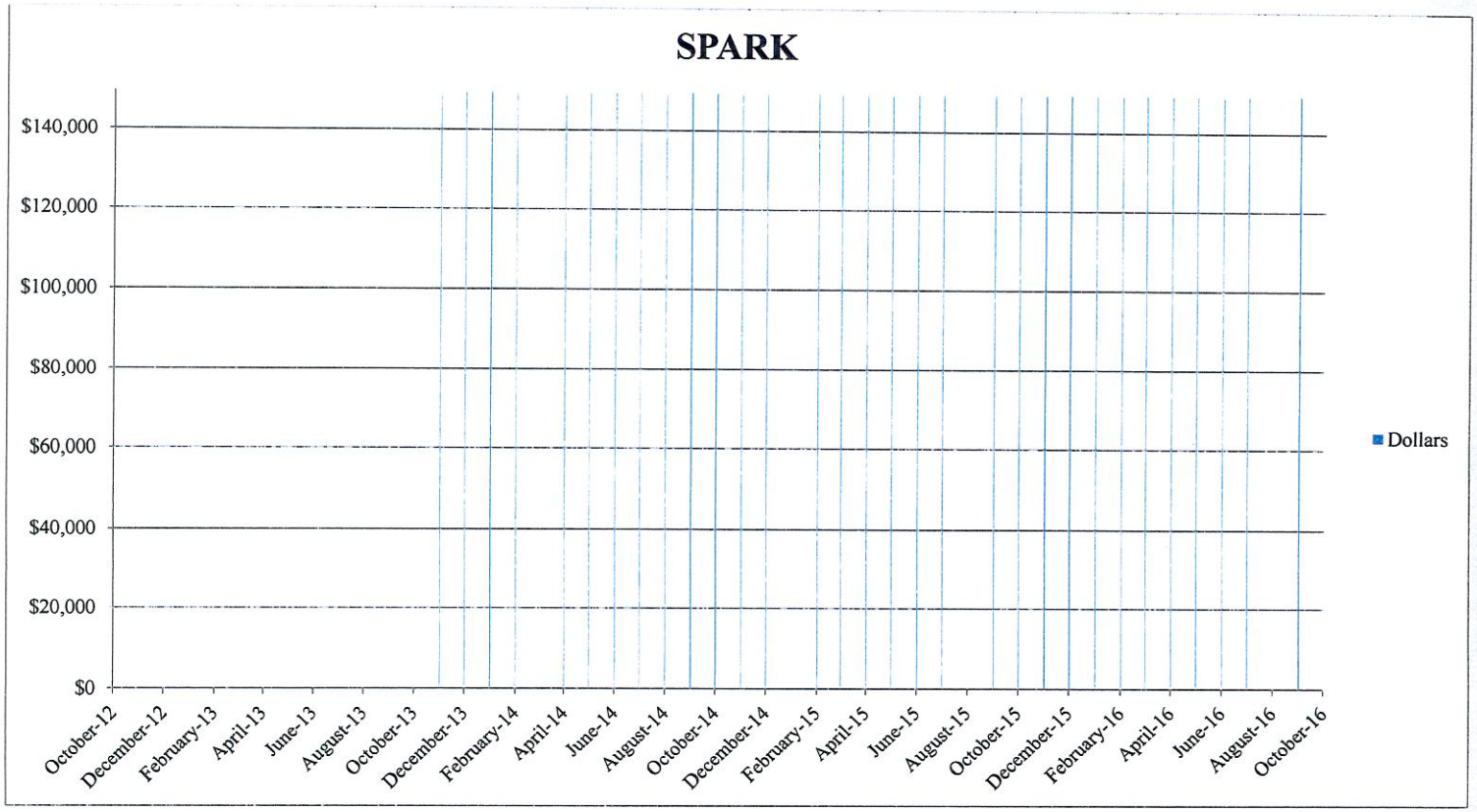


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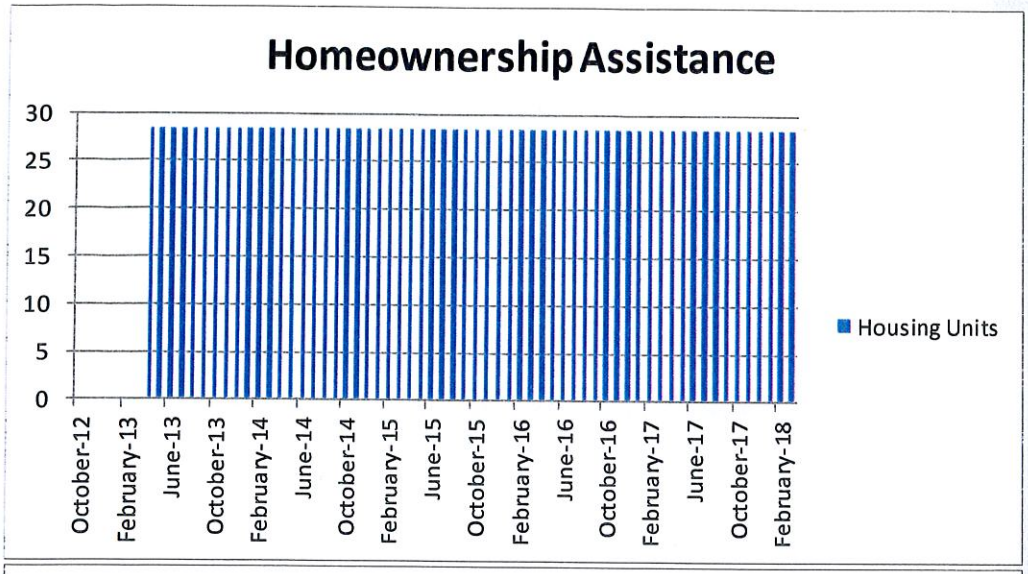


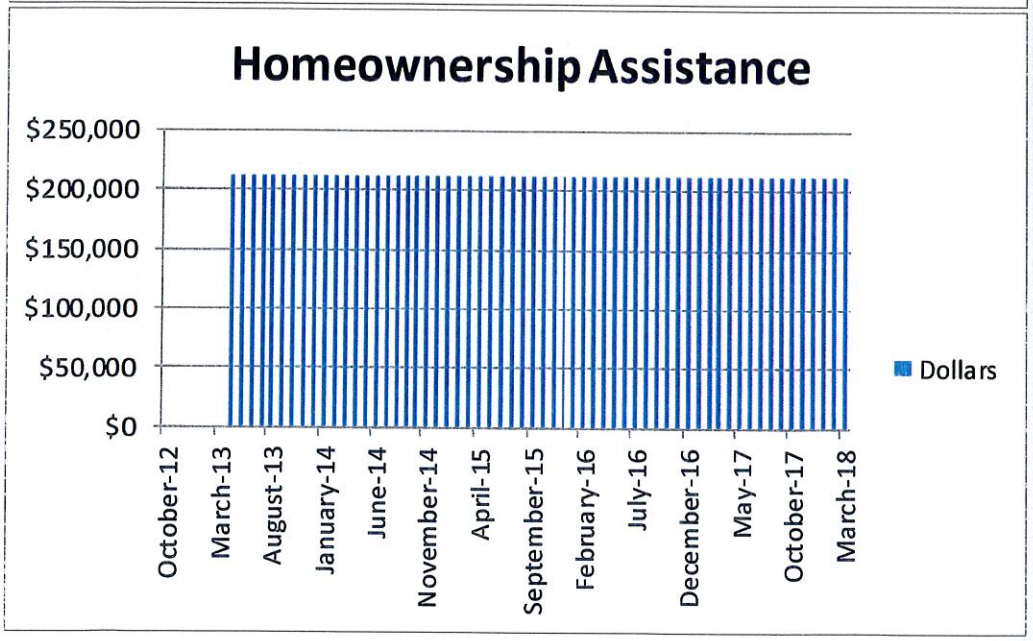


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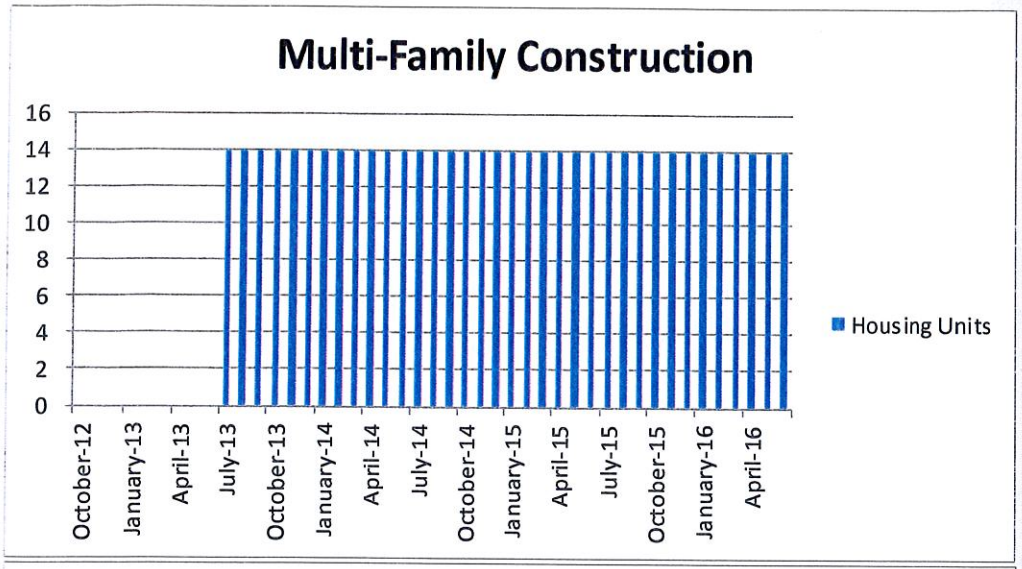


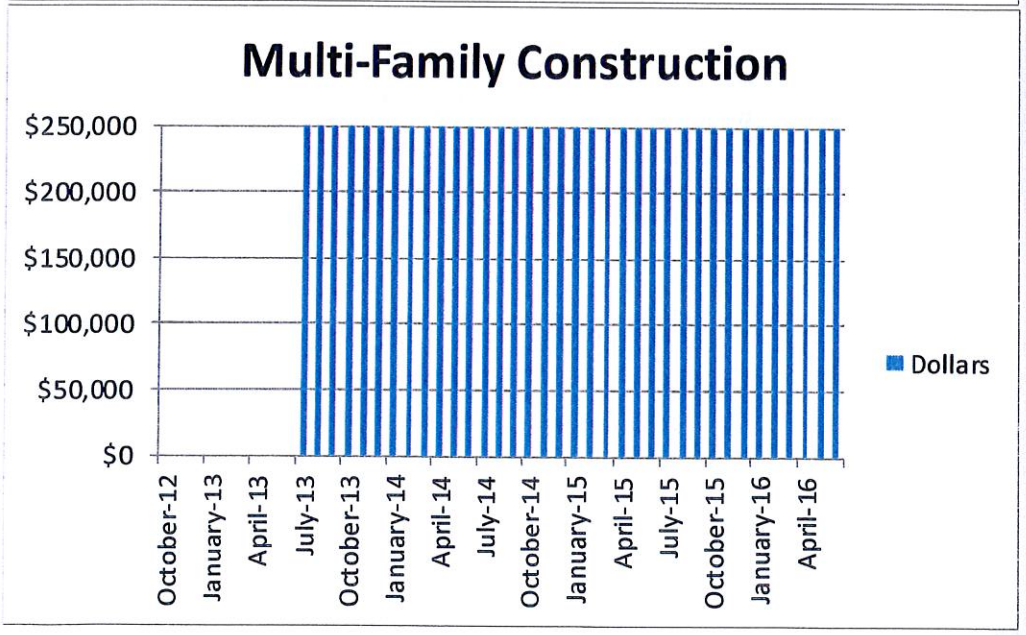
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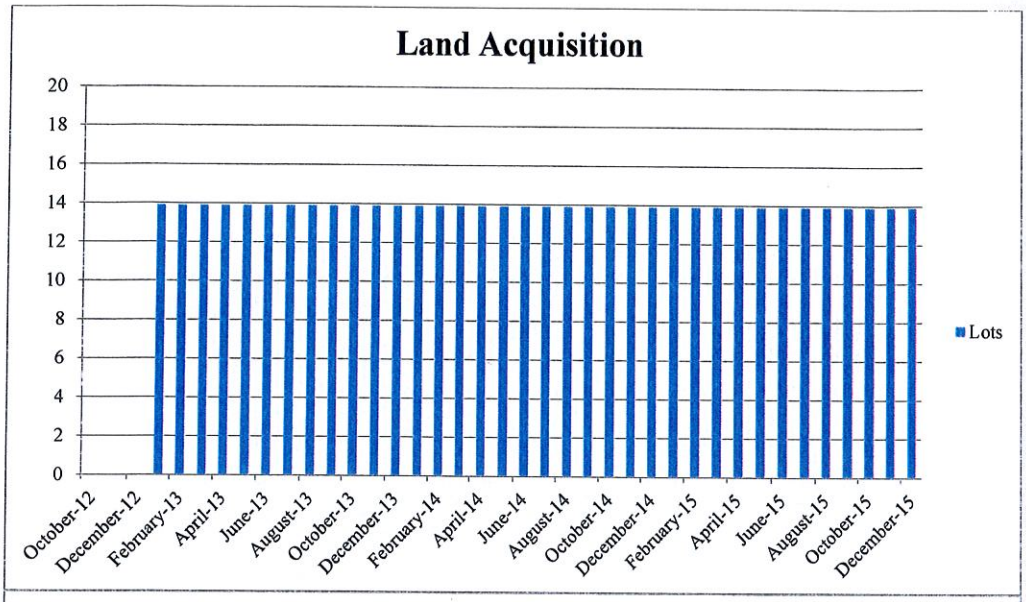


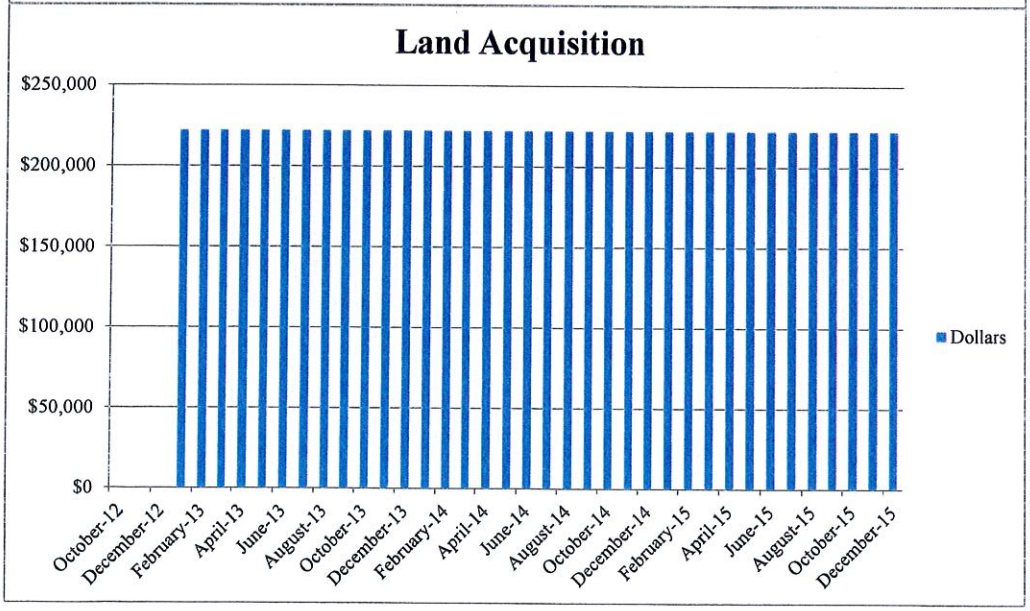
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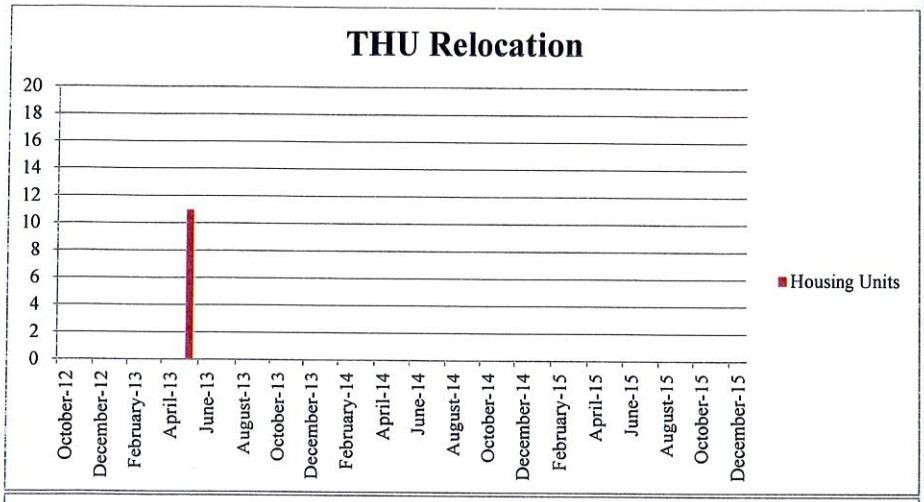


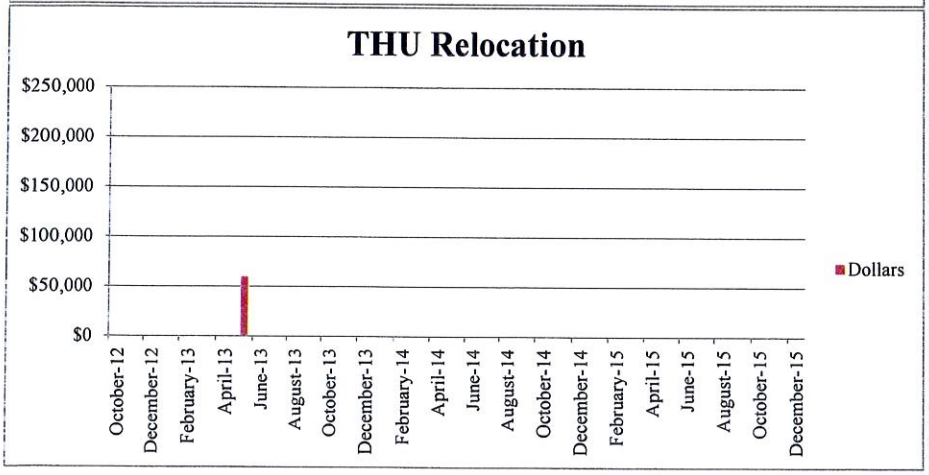
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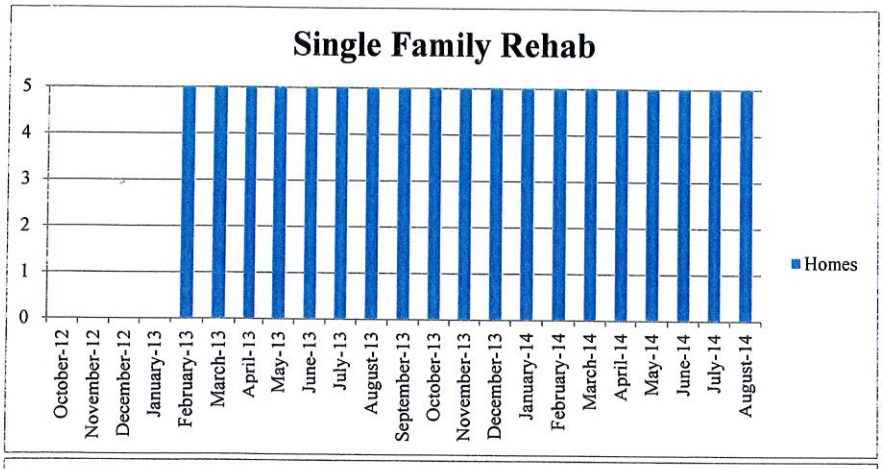


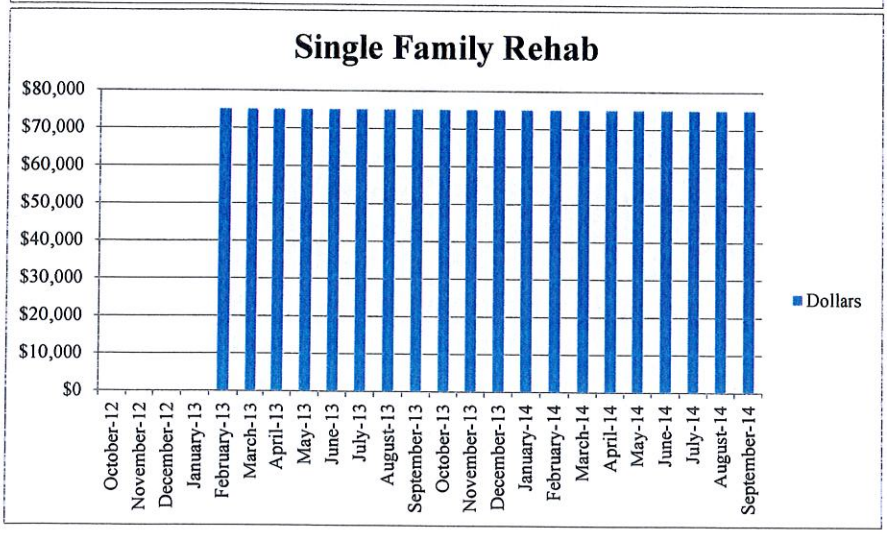
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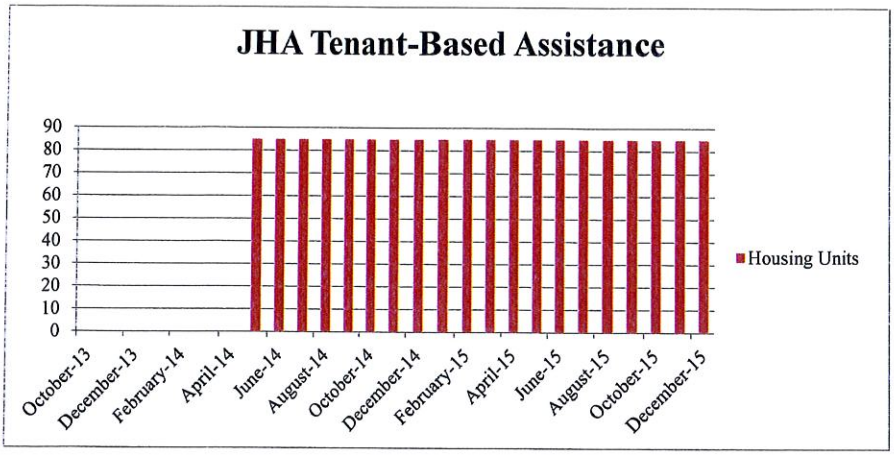


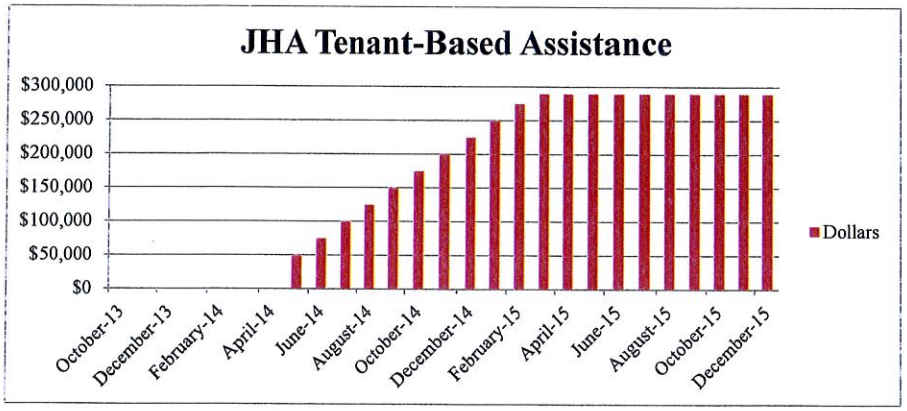
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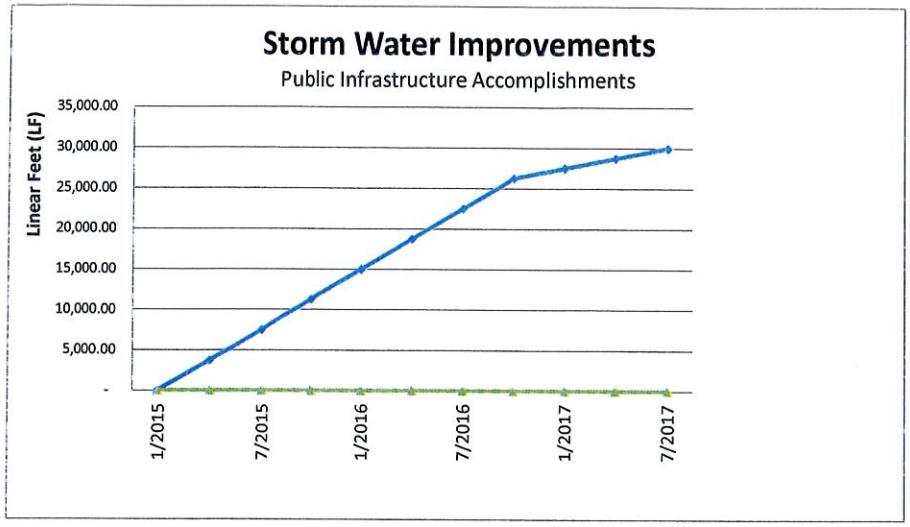


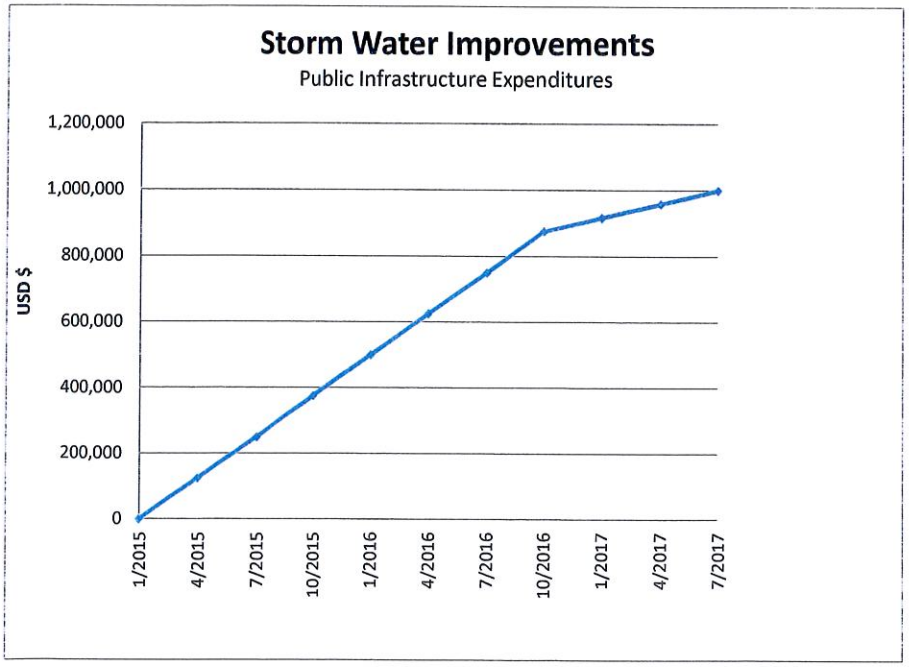
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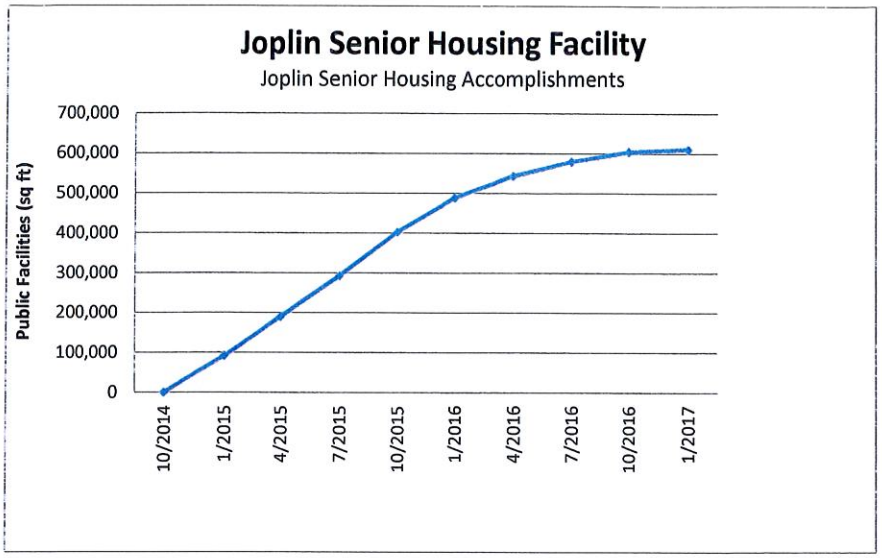


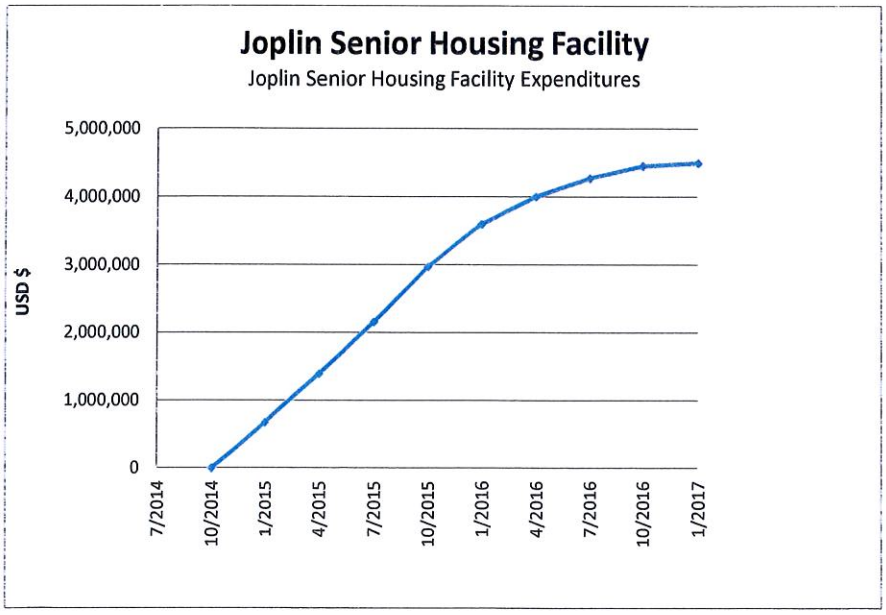
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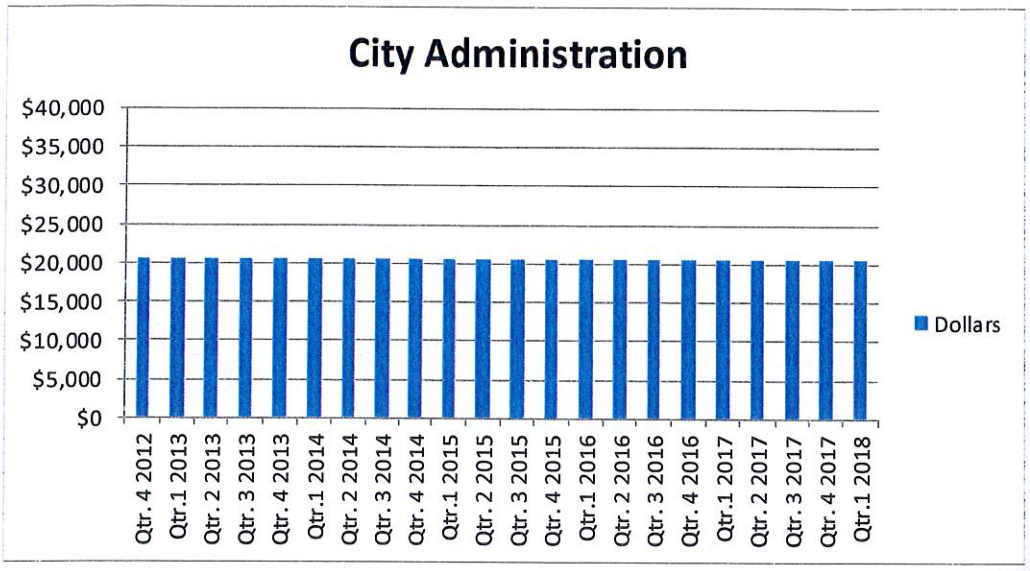


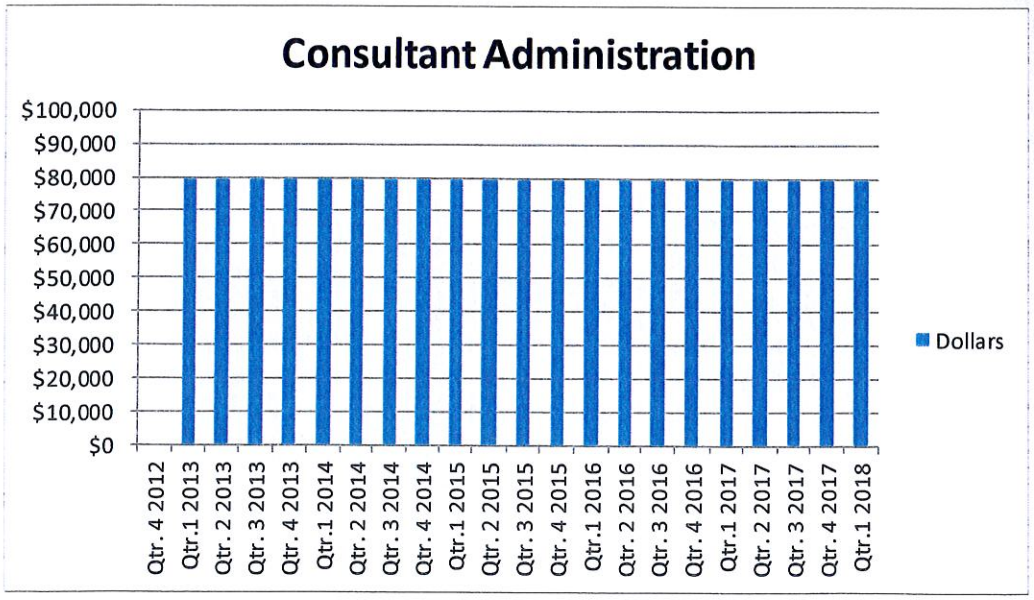
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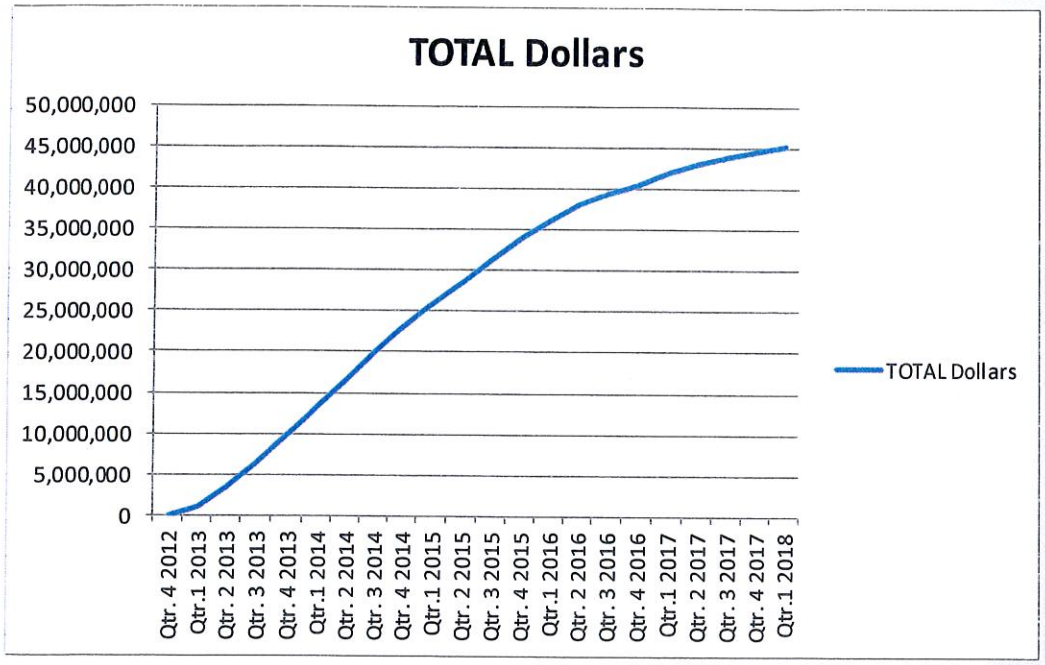


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VI. BUDGET (Revised ~~10/XX/14~~11/17/2014)

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COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY BUDGET

Infrastructure Activities	
Sidewalk Reconstruction/Construction	$ 2,500,000.00
Trail Construction	$ 2,000,000.00
Tree Planting	$ 2,000,000.00
Storm Water Improvements	$ 1,000,000.00
Sub Total	**$ 7,500,000.00**
Economic Development	
SPARK – Performing Arts/Depot Renovation	$ 5,390,000.00
Sub Total	**$ 5,390,000.00**
Housing Activities	
Single Family Homeownership Direct Assistance (Safe Rooms Included in New Construction Activities)	$12,750,000.00
Mixed-Income Multi-family Residential	$ 4,500,000.00
Joplin Affordable Senior Housing ~~Facility~~	$ 4,500,000.00
Single Family Rehabilitation	$ 1,500,000.00
Land Acquisition/Assemblage	$ 6,440,000.00
FEMA THU Relocation	$ 60,000.00
Housing Authority Tenant Based Rental Assistance	$ 290,000.00
Housing Authority Site Improvements Repair	$ 210,000.00
Sub Total	**$ 30,250,000.00**
Program Administration Activities	
City of Joplin Administrative Costs	$ 452,667.09
Description: Pro-rata share of salary and benefits of Planning/ Community Development staff plus overhead including supplies, rent, etc	
Consultant Administrative Costs	$ 1,674,041.91
Description: Negotiated Administrative cost to allow for the hiring of a consulting firm to manage the majority of the grant admin and activities. **(5% maximum = $2,263,335.45)**	
Program Planning Activities	
Planning Activities (15% max. = $6,790,006.35)	$ 0.00
Sub Total (20% maximum)	**$ 2,126,709.00**
TOTAL CDBG-DR AWARD	**$ 45,266,709.00**

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VII. Public Comment

The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

VIII. Certifications and SF-424

The necessary SF-424 and Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

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Appendix A - CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

B. Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess(es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under Federal Register Volume 77, Number 73 are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements o f24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2011, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*).

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

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(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate-income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each State or unit of local government receiving a direct award under this Notice certifies that it (and any subrecipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

O. Applicable Laws -- The grantee certifies that it will comply with applicable laws.

_____ _____

Signature/Authorized Official Date

_____

Title

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Appendix B – LOCAL COUNCIL RESOLUTION

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RESOLUTION NO. 2014-020

A RESOLUTION authorizing the filing of a Third Amendment to the Action Plan with the U.S Department of Housing and Urban Development as required for use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program, Round 1; and authorizing the Planning and Community Development Director to execute said Plan for and on behalf of the City of Joplin.

WHEREAS, on May 22nd, 2011, an EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, there were thousands of households affected by the tornado; and

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin has been allocated CDBG-DR grant assistance in response to the negative housing, infrastructure, and economic impacts caused by the tornado on May 22nd, 2011; and

WHEREAS, the City of Joplin amends the Action Plan to include requesting proposals for the provision of affordable senior housing opportunities and providing assistance for site improvements as needed;

WHEREAS, the City of Joplin further amends the Action Plan to include the construction of storm water improvements in the vicinity of a selected affordable senior housing project.

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

Section 1. That the City of Joplin file a Third Amendment to the Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program, Round 1.

Section 2. That the Planning and Community Development Director of the City of Joplin is hereby authorized and directed to execute and allow submission of the Third Amendment to the Action Plan, for and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ___ Day of _____, 2014.

Michael L. Siebert, Mayor

ATTEST:

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

ORDINANCES

EMERGENCY

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 17, 2014

ITEM: Council Bill No. 2014-026 approving an Employment Agreement by and between the City of Joplin and Samuel L. Anselm for the purpose of employment as City Manager.

ORIGINATING DEPARTMENT: Legal Department.

ATTACHMENTS: Council Bill No. 2014-026; Exhibit "A" – Employment Agreement.

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 11/10/14
INTERIM CITY MANAGER:	Sam Anselm	**DATE:** 11/10/14
FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 11-10-14
H.R./RISK MGMT.	David Allgood DA	**DATE:** 11-10-14

INTRODUCTION:

This Council Bill approves an Employment Contract between the City and Samuel L. Anselm as City Manager.

DISCUSSION:

On November 5, 2014 the Council appointed Mr. Anselm as the City Manager. In order to protect the interests of both the City and Mr. Anselm, it is necessary to approve a contract between the parties.

Mr. Anselm has requested and the agreement reflects the following:

- Salary – Starting salary of $155,000.00 per year.
- Deferred Compensation – the amount of Four Hundred Twenty Dollars ($420.00) per month to an ICMA Retirement Corporation Deferred Compensation Account.
- Vacation Leave – Employee shall be credited with his current accrued vacation leave hours. Employee will accrue vacation leave pursuant to City policy.
- Sick Leave – Employee shall be credited with his current accrued sick leave hours. Employee will accrue sick leave at pursuant to City policy.
- Automobile Allowance – Employee will be provided an automobile allowance at the rate of Six Thousand Dollars ($6,000) per year.

(Continuation of Green Sheet covering Council Bill No. 2014-026 approving an Employment Agreement by and between the City of Joplin and Samuel L. Anselm for the purpose of employment as City Manager.)

RECOMMENDATION:

The City Attorney and the Mayor recommend that this Council Bill be passed on an emergency basis.

PCE:jlp
attachments

COUNCIL BILL NO. 2014-026 ORDINANCE NO.

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Samuel L. Anselm for the purpose of employing him as City Manager for the City of Joplin; authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

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

Section 1. That the Agreement by and between the City of Joplin, Missouri, and Samuel L. Anselm, employing Mr. Anselm as City Manager for the City of Joplin, a copy of said Agreement being attached hereto and incorporated herein as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the Mayor of the City of Joplin is hereby authorized and directed to execute said Agreement by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing with preserving the general welfare, health, and safety of the citizens, and, providing for an expenditure of current expenses of the City, is an emergency within the meaning of Section 2.12(1)(3)(4) of THE HOME RULE CHARTER OF THE CITY OF JOPLIN, MISSOURI, and shall be in full force and effect immediately from and after its passage and approval. Specifically, this Ordinance deals with an Employment Agreement that needs to be passed so that it is effective on the date of passage.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of November, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this ___ day of _____, 2014, by and between the **City of Joplin, Missouri**, a municipal corporation (hereinafter called "Employer"), and **Samuel L. Anselm**, (hereinafter called "Employee"), an individual, who agree as follows:

Section 1. Term

The appointment of Employee as City Manager shall be for an indefinite term, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council terminate the services of Employee at any time pursuant to the terms in this Agreement and/or the Home Rule Charter of the City of Joplin, Missouri.

Section 2: Duties and Authority

A. Employer agrees to employ Samuel L. Anselm as City Manager to perform the functions and duties specified in Article III of the Joplin Home Rule Charter and/or ordinances and to perform other legally permissible and proper duties and functions.

B. Employee is the City Manager of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of city manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing body, consistent with the Joplin City Charter.

Section 3: Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Fifty Five Thousand Dollars ($155,000.00), payable in installments at the same time that the other employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.C. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3A of the Agreement except by mutual written agreement between Employee and Employer, or unless such "across the board" decrease is given to City employees. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 4: Health, Disability and Life Insurance Benefits

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his dependents, at a minimum, equal to that which is provided to all other employees of the City of Joplin. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer shall pay the amount of premium due for term life insurance in the amount of one and a half (1.5) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation and Sick Leave

A. Upon commencing employment, the Employee shall be credited with his current accrued vacation leave hours and sick leave hours. Employee shall accrue vacation leave and sick leave under the same rules and provisions applicable to other employees.

B. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be only compensated for all accrued vacation time.

Section 6: Automobile

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by

Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the Employer, provided under lease to the Employer or to the Employee, or provided through a monthly allowance. The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars ($6,000.00) per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 7: Retirement

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf. In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation (ICMA-RC) or any other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay a fixed dollar amount of Four Hundred Twenty Dollars ($420.00) per month into the designated plan on the Employee's behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8: General Business Expenses

A. Employer agrees to pay for professional dues, including but not limited to the International City/ County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member, consistent with the Employer's travel policy.

C. Employer also agrees to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are

subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, and tablet computer required for the Employee to perform his duties. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee.

Section 9: Termination

A. "Just Cause" Termination. "Termination for just cause" is defined and hereby limited for the purposes of this Agreement to termination by the City of the Employee for any of the following reasons: (a) neglect of duties as city manager; (b) felony or misdemeanor conviction of any crime involving moral turpitude; (c) violation of City Charter provision requiring Employee to devote his full time to his office as City Manager; (d) violation of his duties to the City of honesty, punctuality and sobriety; (e) any other act of a similar nature of the same or greater seriousness. Employer shall utilize the "For Just Cause" termination procedure outlined in Section 2.07 of the Home Rule Charter of the City of Joplin. If Employee is terminated under this process, he shall not be entitled to any further compensation from Employer, except for compensation that was accrued by Employee through the date of termination.

B. "No Cause" Termination. Notwithstanding anything contained herein to the contrary, if the majority of the City Council determines that it is in the best interests of the City for Employee to be terminated without cause, the Employer agrees to pay Employee cash payments equal to his monthly salary so long as he remains unemployed, according to the following schedule: If Employee is terminated:

a. At any time before completing four (4) years of employment under this Agreement, Employee shall be entitled to cash payments equal to his monthly salary so long as he remains unemployed, but not to exceed six (6) months from the date of termination;

b. After completion of four (4) years under this Agreement, Employee shall be entitled to cash payments equal to his monthly salary so long as he remains unemployed, but not to exceed seven (7) months from the date of termination;

c. After completion of five (5) years under this Agreement, Employee shall be entitled to cash payments equal to his monthly salary so long as he remains unemployed, but not to exceed eight (8) months from the date of termination;

d. After completion of six (6) years under this Agreement and any year(s) thereafter,

Employee shall be entitled to cash payments equal to his monthly salary so long as he remains unemployed, but not to exceed nine (9) months from the date of termination;

Employee and Employer agree that this "no cause" termination process is separate and apart from the "for cause" termination process outlined in Section 2.07 of the Home Rule Charter, and Employee waives any rights that he is afforded under Section 2.07 in the case of a "for cause" termination, in exchange for separation pay outlined herein. Employee agrees that this clause is supported by adequate consideration. It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to him pursuant to this paragraph.

C. In the event that Employee becomes totally disabled or dies during the term of his employment as City Manager with the City, then the City's only obligation to Employee shall be his accrued but unpaid compensation (including earned vacation) up until the date of his total disability or death, plus any other benefits granted other City employees in the same or similar circumstances.

Section 10: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless Employer and Employee agree otherwise.

Section 11: Performance Evaluation

Employer shall annually review the performance of the Employee .

Section 12: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his assigned duties and responsibilities. Employee shall not be entitled to any additional salary nor shall Employee be entitled to take compensatory time off to make up for the time spent outside normal office hours; provided, however, that reasonable time off (generally one-half day or less) is authorized to attend to personal matters.

Section 13: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Employer recognizes that a teaching opportunity could arise for Employee. In the event that such an opportunity arises, Employee shall notify Employer with specific details of the teaching opportunity, and Employer shall have the exclusive right to approve or deny Employee's request to take the teaching opportunity. In no event shall the teaching opportunity constitute interference with nor a conflict of interest with Employee's responsibilities under this Agreement.

Section 14: Other Terms and Conditions of Employment

A. The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Joplin Home Rule Charter, local ordinances or any other law.

The Employer has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of the Employer pursuant to this Agreement.

B. Employee shall reside within the corporate boundaries of the City of Joplin at all times after three (3) months from the date first written above.

Section 15: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

(a) EMPLOYER: City of Joplin
602 S. Main Street
Joplin, Missouri 64801

(b) EMPLOYEE: Samuel L. Anselm

_____

_____

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 16: General Provisions

A. *Integration.* This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. *Binding Effect.* This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. *Severability.* The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or

judicial modification of the invalid provision.

D. Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by the City are subject to any valid limitation placed thereon by the constitution, statutes and laws of the State of Missouri.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Michael L. Seibert, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI
A Municipal Corporation

By: _____
Michael L. Seibert, Mayor

Executed this the ____ day of _____, 2014.

Attest:

_____
Barbara Hogelin, City Clerk

SAMUEL L. ANSELM, Employee

By: _____
Samuel L. Anselm

Executed this the 6TH day of November, 2014.

Attest:

_____
Barbara Hogelin, City Clerk

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: November 17, 2014

ITEM: Council Bill No. 2014-027 authorizing the City of Joplin, Missouri, to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014 and authorizing the execution of other documents connected therewith.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-027; copy of Bond Purchase Agreement; Trust Indenture; Deed of Trust & Security Agreement; Lease Agreement; Agreement Regarding Payments in Lieu of Taxes.

DEPARTMENT HEAD:	Peter C. Edwards	**DATE:** 11/11/14
CITY MANAGER:	Sam Anselm	**DATE:** 11/12/14
PUBLIC WORKS:	Nick Heatherly	**DATE:** 11/12/14
FINANCE DIRECTOR:	Leslie Haase	**DATE:** 11-11-14

INTRODUCTION:

The Council Bill authorizes the execution of documents and issuance of Bonds relating to an economic development project at the Cott Corporation plant. Council Bill No. 2014 – 027 authorizes the City to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014, for the purpose of providing funds to pay the costs of purchasing, constructing, installing and equipping a warehouse/distribution center for Joplin MO (3502 Enterprise) LLC (the "Company") in the City; authorizing the City to enter into certain agreements in connection with the issuance of the Bonds; and authorizing the City to take certain other actions in connection with the issuance of the Bonds.

DISCUSSION:

Joplin, along with the State of Missouri, offered a number of incentives to the Company to build a warehouse/distribution center and sublease the project to Cott Corporation ("Cott"), including the issuance of up to $8,200,000 in Chapter 100 Industrial Revenue Bonds. InSite Real Estate, LLC ("InSite") is a developer, owner and operator of income-producing real estate throughout the United States. Based in suburban Chicago, Illinois, InSite owns over 11 million square feet of industrial, retail and office space serving home to over 250 tenants. InSite, through the Company as one of its subsidiaries, proposed to develop a new 231,350 square foot warehouse for Cott Beverages. Cott is one of the world's largest producers of beverages on behalf of retailers, brand owners and distributors. Cott produces multiple types of beverages in a variety of packaging formats and sizes, including carbonated soft drinks, 100% shelf stable juice and juice-based products, clear, still and sparkling flavored waters, energy products, new age beverages, and ready-to-drink teas, as well as alcoholic beverages for brand owners.

Chapter 100 Revenue Bonds are authorized pursuant to Chapter 100 of the Missouri Statutes. This funding vehicle provides for the City to be the actual owner of the project. The project then is leased to, in this case, the Company, which then subleases the project to Cott. During the time the Bonds remain

unpaid and the City owns the project, the project is exempt from real and personal property taxes because title to the project is held by the City as a tax-exempt entity. Chapter 100 Revenue Bonds are paid solely from revenue received from the project and such Bonds are not a general obligation debt of the City. Thus, in the unlikely event that the Company was to default on the payment of its obligations under the Bond documents, the City is not liable to make such payments from any source other than revenue received from the project. In addition, because such Bonds do not constitute a debt of the City within the meaning of any constitutional or statutory limitation, the bonding capacity of the City is not affected by their issuance.

Since, as is stated above, the City will technically be the owner of all of this project, the sales taxes have been abated at one hundred percent (100%) for the construction materials purchased for the project in the State of Missouri and the real and personal property taxes will be abated for six years at 100% until 2020. In years 2021 - 2024, the abatement will be based on the estimated value of the new construction, phased out at 20% of such estimated value in each of those years (e.g. 80% abatement of the taxes in year 2021, 60% abatement of the taxes in year 2022, 40% abatement of the taxes in year 2023 and 20% abatement of the taxes in year 2024). In year 2025, the lease will be terminated, the Bonds should be paid and the project will be subject to full assessment of taxes.

Additionally, the Performance Agreement requires that:

Cott will maintain 114 Jobs at the average wage and the average benefits at the project for so long as the Bonds are unpaid. In the event that Cott fails to maintain 114 jobs at the average wage and the average benefits at the project, then the Company shall be required to pay a pro-rata portion of real property taxes abated in the test year, based on the employment numbers. For example, if the number of jobs at the average wage and the average benefits certified on November 1, 2015 and April 1, 2016 is 100, it would represent 87.8% of 114, so a payment of 12.2% of the property taxes abated in 2015 would be due (the "Penalty Payment"). Should the number of jobs fall below 114 jobs at the average wage and the average benefits for two straight years, the Company will pay the Penalty Payment for the applicable test years, and tax abatement will be terminated upon a notice of default from the City to the Company.

RECOMMENDATION:

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

PCE:ab
attachments

COUNCIL BILL NO. 2014-027 ORDINANCE NO. _____

AN ORDINANCE authorizing the City to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) series 2014, in an amount not to exceed $8,200,000 for the purpose of providing funds to pay the costs of purchasing and installing a commercial project for Joplin MO (3502 Enterprise) LLC; and authoring the City to take certain other actions and approve certain agreements in connection with the issuance of the Bonds; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri (the "City"), is authorized pursuant to the provisions of Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended, and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue its revenue bonds for the carrying out of a project under the Act, such revenue bonds to be paid solely from revenue received from such project, and to enter into a lease of the facilities financed with the proceeds of such revenue bonds with any person, firm or corporation; and

WHEREAS, the City has approved a plan for a project for commercial and manufacturing facilities for the benefit of Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors and assigns (the "Company"); and

WHEREAS, the City has heretofore and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014, in the aggregate principal amount not to exceed $8,200,000 (the "Bonds"), for the purpose of purchasing, constructing, installing and equipping a warehouse/distribution center for the Company in the City (the "Project"), as more fully described in the Indenture and in the Lease Agreement hereinafter authorized, which Project shall be leased by the City to the Company and subleased by the Company to Cott Corporation and its affiliates; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization for the Project. The City is hereby authorized to provide for the purchase, construction, installation and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014, in an aggregate principal amount not to exceed $8,200,000, for the purpose of providing funds to pay the costs of the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such

manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the Lease Agreement and Deed of Trust described below, and such payments, revenues and receipts shall be pledged and assigned to the Trustee named below as security for the payment of the Bonds as provided in the Indenture.

The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain payments, revenues and receipts derived by the City from the Lease Agreement described below. Such payments, revenues and receipts shall be pledged and assigned to the Trustee named below as security for the payment of the Bonds as provided in the Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon. The Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 3. Authorization of Documents. The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms filed in the official records of the City, with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture (the "Indenture"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge the Project and assign the payments, revenues and receipts received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in said form of Indenture.

(b) Lease Agreement (the "Lease Agreement"), between the City and the Company, under which the City will lease the Project to the Company pursuant to the terms and conditions in said Lease Agreement, in consideration of rental payments by the Company which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds.

(c) Bond Purchase Agreement (the "Bond Purchase Agreement"), between the City and the Company, as Purchaser.

(d) Deed of Trust and Security Agreement granted by the City to secure payment of the Bonds and payments to be made by the Company pursuant to an Economic Development Agreement between the City and the Company.

(e) Agreement Regarding Payments in Lieu of Taxes among the City, the Company and Fist Bank, a Missouri banking corporation.

Section 4. Execution of Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 5. **Further Authority**. The City shall, and the officials, agents and employees of the City are hereby authorized and directed to, take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 6. That this Ordinance dealing with the preservation of public peace, property, health, safety, and taxes or assessment, is an emergency within the meaning of Section 2.12 (1)(5) of the Home Rule Charter of the City of Joplin, Missouri, and as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this Ordinance authorizes and activates Chapter 100 Bonds that affect the viability of a project that proposes to construct a 231,350 sq. ft. facility, and create at least 110 new jobs.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk
(SEAL)

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

$8,200,000
(Aggregate Maximum Principal Amount)
CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BONDS
(Joplin MO (3502 Enterprise) LLC)
SERIES 2014

Dated as of November __, 2014

BOND PURCHASE AGREEMENT

City of Joplin, Missouri
602 S. Main Street
Joplin, Missouri 64801

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors and assigns (the "Purchaser"), offers to purchase from the City of Joplin, Missouri (the "City"), the above-referenced Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of $8,200,000 (the "Bonds"), to be issued by the City, under and pursuant to an Ordinance adopted by the governing body of the City on November __, 2014 (the "Ordinance") and a Trust Indenture, dated as of November 1, 2014 (the "Indenture") by and between the City and UMB Bank, N.A., Kansas City, Missouri (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof the City hereby represents to the Purchaser that:

(1) The City is a home rule charter city duly organized and validly existing under the laws of the State of Missouri. The City is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement, the Deed of Trust, the Economic Development Agreement, the Agreement Regarding Payments in Lieu of Taxes and any and all other agreements relating thereto (the "City Documents"). The proceeds of the Bonds shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bonds.

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of

any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligations represented by the Bonds or the validity of the City Documents.

(b) The Purchaser represents as follows:

(1) The Purchaser is an Illinois limited liability company. The Purchaser has all necessary licenses and permits required in order to carry on its business as currently conducted and has or will obtain all necessary licenses and permits in connection with the construction, equipping and operation of the Project. The Purchaser is not in violation of and has not received any notice of an alleged violation of or liability under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations and has full right, power and authority to authorize, approve, enter into, execute and deliver the Lease, the Economic Development Agreement, the Agreement Regarding Payments in Lieu of Taxes and this Bond Purchase Agreement (collectively, the "Purchaser Documents") and to perform such other acts and things as are provided in the Purchaser Documents.

(2) *No Conflict or Breach.* The execution, delivery, performance (where applicable) and approval by the Purchaser of the Purchaser Documents, and full compliance by it with the provisions of the Purchaser Documents, have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon Purchaser, or any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Approvals.* The Purchaser has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds by the City upon the terms and conditions set forth herein and in the Indenture, and (ii) the execution, delivery and performance (where applicable) of the Purchaser Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by it in order to carry out, effectuate and consummate the transactions contemplated hereby and by such Purchaser Documents.

(4) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or to the knowledge of the Purchaser, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of the Purchaser or the operation by the Purchaser of its property or of the transactions contemplated by the Purchaser Documents or on the validity or enforceability in accordance with their respective terms of the Purchaser Documents or any other agreement or instrument to which Purchaser is a party or by which it is or may be bound or would in any way contest the existence or powers of Purchaser.

(5) *Documents Legal, Valid and Binding.* The Purchaser shall, on or before the Closing Date, execute and deliver the Purchaser Documents. When executed and delivered by the Purchaser, the Purchaser Documents will be legal, valid and binding obligations, enforceable in accordance with their respective terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(6) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

(7) *No Default Under Purchaser Documents.* No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by Purchaser under the Purchaser Documents.

(8) *Title.* The Purchaser has good and marketable fee simple title in the Project Site which it will transfer to the City on the Closing Date (hereinafter defined), and has good and marketable title to its other property, in each case free and clear of all liens, except encumbrances which do not materially adversely affect the Purchaser or its operations.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease Agreement. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bonds ("Additional Payments") to UMB Bank, N.A., as Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease Agreement; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed $8,200,000.

As used herein, the term "Closing Date" shall mean November __, 2014, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean that certain amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

The Bonds shall be issued under and secured as provided in the Ordinance, in the Indenture and the other City Documents authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $8,200,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

The Purchaser agrees to indemnify and hold harmless the City, the Trustee or any member, officer, official or employee of the City or of the Trustee, within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any violation or failure to comply with any federal or state securities laws in connection with the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Purchaser, the Indemnified Parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly

assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Purchaser or there is a conflict of interest that would prevent counsel for the Purchaser from adequately representing both the Purchaser and the Indemnified Party. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of the Indemnified Parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance and the City Documents, and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the obligations represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof.

(c) There shall be delivered to the City on or prior to the Closing Date a duly executed copy of the resolution authorizing the Purchaser Documents and the Purchaser Documents, and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the City.

(d) A certificate of the Purchaser, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Purchaser Documents, or (B) in any way contest the existence or powers of the Purchaser or its affiliates, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of counsel to the Purchaser (A) will be entirely within applicable self-insurance program funding and insurance policy limits (including primary and excess insurance policies and subject to applicable deductibles) or (B) will not have a material adverse effect on the operations or condition, financial or otherwise, of the Purchaser and its affiliates, (iii) the representations and

warranties of the Purchaser herein and in the Purchaser Documents were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, (iv) at the Closing Date, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Purchaser Documents, and (v) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing or by telegraph of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Purchaser shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds from Bond proceeds or otherwise.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to City of Joplin, Missouri, 602 South Main Street, Joplin, Missouri 64801, Attention: City Manager; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to Joplin MO (3502 Enterprise) LLC, c/o InSite Real Estate, L.C.C., 1400 16th Street, Suite 300, Oak Brook, Illinois 60523, Attention: Chief Legal Officer, with a copy sent to the same address to the attention of the Chief Financial Officer.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

JOPLIN MO (3502 ENTERPRISE) LLC,
as Purchaser

DATE OF EXECUTION:

November __, 2014

By: _____
Name:
Title:

Accepted and Agreed to this __ day of November, 2014.

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

(Seal)

ATTEST:

By: _____
City Clerk

CITY OF JOPLIN, MISSOURI,
The City,

AND

UMB Bank, N.A.
As Trustee

TRUST INDENTURE

Dated as of November 1, 2014

Relating to:

$8,200,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Revenue Bonds
(Joplin MO (3502 Enterprise) LLC)
Series 2014

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of November 1, 2014 (this "**Indenture**"), between the **CITY OF JOPLIN, MISSOURI,** a home rule charter city organized and existing under the laws of the State of Missouri (the "**City**"), and **UMB BANK, N.A.**, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in St. Louis, Missouri, as Trustee (together with any other corporation that may from time to time become Trustee pursuant to the terms of this Indenture the "**Trustee**");

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri and Article VI Section 27(b) of the Missouri Constitution (collectively, the "**Act**"), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the governing body of the City adopted an Ordinance on November __, 2014 (the "**Ordinance**"), authorizing the City to issue its industrial development revenue bonds in a principal amount not to exceed $8,200,000, for the purpose of purchasing, constructing, installing and equipping the project described on **Exhibit A** hereto (the "**Project**"), and authorizing the City to lease the Project to Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company (the "**Company**");

WHEREAS, pursuant to the Ordinance and the Act, the City is authorized to execute and deliver this Indenture for the purpose of issuing and securing the Bonds (as hereinafter defined), and to enter into the Lease Agreement the same date herewith (the "**Lease**"), with the Company under which the City as Lessor, will purchase, construct and equip the Project and will lease the Project to the Company, as Lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds;

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

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the owners thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to

the Trustee the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "**Trust Estate**"), to-wit:

(a) All right, title and interest in and to the Project together with the tenements, hereditaments, appurtenances, rights, privileges and immunities thereunto belonging or appertaining thereto;

(b) All right, title and interest of the City in, to and under the Lease (excluding the City's right to receive moneys for its own account and the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, as provided therein or herein) and the Deed of Trust, and all rents, revenues and receipts derived by the City from the Project, including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

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

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

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

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

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. Words and terms defined in **Section 1.1** of the Lease are hereby incorporated by reference unless otherwise defined below, in which case the words and terms below shall have the following meanings, unless some other meaning is plainly intended:

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

"**Additional Bonds**" means any Bonds issued pursuant to **Section 209** of this Indenture.

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

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

"**Bond**" or "**Bonds**" means the Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014 in the maximum principal amount of $8,200,000, issued pursuant to **Section 208** of this Indenture and any Additional Bonds issued, authenticated and delivered under and pursuant to this Indenture.

"**Bond Fund**" means the fund designated as "City of Joplin, Missouri, Taxable Industrial Revenue Bond Fund -- Joplin MO (3502 Enterprise) LLC" and created in **Section 601** of this Indenture.

"**Bondowner**" means the registered owner of any Bond outstanding.

"**Bond Purchase Agreement**" means the agreement by that name with respect to the Bonds by and between the City and the purchaser identified therein.

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

"**City**" means City of Joplin, Missouri and its successors and assigns.

"**Company**" means Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors or assigns.

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

"**Construction Fund**" means the fund designated as "City of Joplin, Missouri, Construction Fund -- Joplin MO (3502 Enterprise) LLC" and created in **Section 501** of this Indenture.

"**Cumulative Outstanding Principal Amount**" means the aggregate principal amount of all Bonds outstanding under the provisions of this Indenture, as reflected in the records maintained by the Trustee as provided in the Bond and this Indenture.

"**Deed of Trust**" means the Deed of Trust and Security Agreement dated as of the date hereof granted by the City to secure payment of the Bond.

"Economic Development Agreement" means the Performance Agreement dated April 1, 2014 between the City and the Company.

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

"Financing Document" means any loan agreement, credit agreement, security agreement, mortgage, participation agreement, lease agreement, sublease, hedging agreement or other document executed by or on behalf of a Financing Party for the Project.

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

"**Full Insurable Value**" means the reasonable replacement cost of the Project, less physical depreciation, as determined in accordance with **Section 7.2(a)** of the Lease.

"Fund" means either the Bond Fund or the Construction Fund, as applicable.

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

"Grant" has the meaning set forth in **Article 1** of the Economic Development Agreement.

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

"Investment Securities" means any of the following securities:

(a) any Government Securities, including obligations of any of the federal agencies set forth in clause (b) below to the extent they are unconditionally guaranteed by the United States of America;

(b) obligations of Fannie Mae, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

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

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through

(c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association; *provided* that the bank, trust company or national banking association holding each such certificate of deposit required to be so secured must be able to furnish to the Trustee written evidence satisfactory to it that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) any other investment approved in writing by the Authorized City Representative and the Company (unless the Company fails to own a majority of the Bonds Outstanding, in which case the approval of a majority of the owners of the Outstanding Bonds shall be required in lieu of the Company's approval).

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

"Ordinance" has the meaning set forth in the recitals of this Indenture.

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

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

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

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

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

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

"Project" has the meaning set forth in the recitals of this Indenture.

"Project Costs" means all costs of purchase, construction, installation and equipping of the Project, including the following:

(a) all costs and expenses necessary or incident to the construction of the Project on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors

and engineers in relation to the purchase, construction, installing and equipping of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing the Project (including the costs of all additions, modifications, fixtures, improvements, replacements and substitutions made to the Project during the term of the Lease pursuant to the terms thereof), including the actual cost of labor, materials, machinery, furnishings and equipment as payable to contractors, builders and materialmen in connection with the construction of the Project;

(d) an allowance for the Company's cost of funds used during the construction period of the Project, which may include interest accruing on the Bonds during such period;

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

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

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

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

"Project Site" means all of the real estate described on **Exhibit C** attached hereto.

"Series 2014 Bond" means the Taxable Industrial Revenue Bond (Joplin MO (3502 Enterprise) LLC), Series 2014 to be issued pursuant to **Section 208** of this Indenture in the maximum principal amount of $8,200,000.

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

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

"Table" means the Table of Cumulative Outstanding Principal on the Bond, the form of which is set forth in **Article IV** hereof.

"Trust Estate" has the meaning set forth in the Granting Clauses of this Indenture.

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

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, (i) the words importing the singular number shall include the plural, and *vice versa*, (ii) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (iii) references to any Person shall be construed to include that Person's successors and assigns, and (iv) any definition of or reference to any law, agreement, instrument or other document shall be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified.

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

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

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

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Joplin, Missouri Taxable Industrial Revenue Bond (Joplin MO (3502 Enterprise) LLC), Series 2014." The maximum total principal amount of the Series 2014 Bond that may be issued hereunder is hereby expressly limited to $8,200,000, plus the principal amount of any Additional Bonds.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues, proceeds and receipts derived by the City from the Project, the Deed of Trust and the Lease, and not from any other fund or source of the City, and are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Bondowners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of Bonds.

(a) The Series 2014 Bond shall be issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of $8,200,000. The Bonds shall be substantially in the form hereinafter set forth in **Article IV** of this Indenture.

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

Section 204. Method and Place of Payment of Bonds.

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

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bond at the payment office of any Paying Agent named in the Bond; **provided,** that so long as the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner, the Trustee is authorized to make payments of principal on such Bond by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States; **provided, further,** that upon such payment by internal bank transfer or by electronic transfer of principal on such Bond, the Trustee shall record the amount of such principal payment on the registration books for the Bonds maintained by the Trustee on behalf of the City. If any Bond is presented to the Trustee together with such payment, or for such payment, the Trustee shall enter the amount of such principal payment on the Table in the manner provided by **Section 402** hereof. Notwithstanding the foregoing, the registration books maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount on the Bond at any time, and the Bondowner is not required to present the Bond for action by the Trustee, as bond registrar, with each payment of principal on the Bond. Payment of the interest on the Bonds shall be made by the Trustee on each interest payment date to the person appearing on the registration books of the City hereinafter provided for as the registered owner thereof on the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date by check or draft mailed to such registered owner at such owner's address as it appears on such registration books. In the event that the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner, the Trustee is authorized to make interest payments on any Bond by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Bondowner and located in the continental United States.

Section 205. Execution and Authentication of Bonds.

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

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Section 403** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

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

(b) The Bond may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or such owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. The Series 2014 Bond has not been registered under the Securities Act of 1933 or any state securities law, and the Series 2014 Bond may not be transferred unless the City and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Trustee and the Company, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933 and any applicable state securities law. Notwithstanding the preceding sentence, the Series 2014 Bond may be transferred to any successor to the Company or any entity controlling, controlled by or under common control with the Company without the necessity of obtaining such an opinion. In connection with any such transfer of the Series 2014 Bond, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond in substantially the form set forth on Exhibit D hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Series 2014 Bond a new fully registered Bond, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

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

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

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

Section 208. Authorization of the Series 2014 Bond.

(a) There shall be issued and secured by this Indenture a series of Bonds in the aggregate maximum principal amount of $8,200,000 for the purpose of providing funds for paying the costs of the Project, which Bonds shall be designated "City of Joplin, Missouri Taxable Industrial Revenue Bond (Joplin MO (3502 Enterprise) LLC), Series 2014." The Series 2014 Bond shall be dated as provided in **Section**

203(b) hereof, shall become due on December 15, 2024 (subject to prior redemption as hereinafter provided in **Article III**), and shall bear interest as specified in **Section 2.08(e)** hereof, payable on the dates specified in **Section 2.08(e)** hereof.

(b) The Trustee is hereby designated as the Paying Agent for the payment of the principal of and interest on the Series 2014 Bond.

(c) The Series 2014 Bond shall be executed without material variance from the form and in manner set forth in **Article IV** hereof and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2014 Bond by the Trustee, there shall be filed with the Trustee the following:

(1) An original or certified copy of the ordinance passed by the governing body authorizing the issuance of the Bonds and the execution of this Indenture, the Deed of Trust, the Lease and the Bond Purchase Agreement;

(2) An original executed counterpart of this Indenture, the Lease, the Deed of Trust and the Bond Purchase Agreement;

(3) A representation letter from the purchaser of the Series 2014 Bond in substantially the form as Exhibit D hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Series 2014 Bond and deliver the same to the purchaser identified in the Bond Purchase Agreement upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Series 2014 Bond constitutes a valid and legally binding limited and special revenue obligation of the City; and

(6) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of the Series 2014 Bond.

(d) When the documents specified in subsection (c) of this Section shall have been filed with the Trustee, and when the Series 2014 Bond shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2014 Bond to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the Closing Price (as defined in the Bond Purchase Agreement). The proceeds of the sale of the Series 2014 Bond shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article V** hereof.

(e) The Series 2014 Bond shall bear interest at the rate of ____% per annum on the Cumulative Outstanding Principal Amount thereof, and such interest shall be payable in arrears on each December 15 commencing on December 15, 2014, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(f) The Trustee shall keep and maintain a record of the amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Series 2014 Bond, as "Principal Amount

Issued" and shall enter the aggregate principal amount of the Series 2014 Bond then outstanding on its records as the "Cumulative Outstanding Principal Amount" on its records maintained for the Series 2014 Bond. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof, pursuant to the redemption provisions of the Indenture, the Trustee shall enter on its records the principal amount paid on the Series 2014 Bond as "Principal Amount Paid Pursuant to Redemption Provisions," and shall enter the then outstanding principal amount of this Bond as "Cumulative Outstanding Principal Amount" on its records. The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture, or the value of property transferred to the City in exchange for the issuance of additional principal amount of the Series 2014 Bond, under the column headed "Principal Amount Issued" on the Table and may enter the aggregate principal amount of the Series 2014 Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on the Series 2014 Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of the Series 2014 Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to principal amount issued or principal amounts paid on the Series 2014 Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

Section 209. Authorization of Additional Bonds.

(a) If permitted by law and upon written agreement by the City and the Company as to all applicable terms (including any Grants and payments in lieu of taxes), Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity with the Series 2014 Bond, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds, at any time or from time to time, upon compliance with the conditions hereinafter provided in this Section, for the purpose of (i) providing funds to pay the cost of completing the Project or the making of additional improvements to the Project or (ii) providing funds for refunding all or part of the Bonds then Outstanding of any series, including the payment of any premium thereon and interest to accrue to the designated redemption date and any expenses in connection with such refunding. Additional Bonds may be issued only with the written consent of the Company and the Bondowners of a majority in principal amount of the Outstanding Bonds.

(b) Before any Additional Bonds shall be issued under the provisions of this Section, the City shall pass an ordinance authorizing the issuance of such Additional Bonds, fixing the amount thereof and describing the Bonds, if any, to be refunded, authorizing the City to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and, if required, authorizing the City to enter into a Supplemental Lease with the Company.

(c) Such Additional Bonds shall be dated, shall be stated to mature in such year or years, shall bear interest at such rate or rates not exceeding the maximum rate then permitted by law, and shall be redeemable at such times and prices, all as may be provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturity or maturities, the rate or rates of interest or the provisions for redemptions, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2014 Bond, and any other Additional Bonds which remain Outstanding after the issuance of such Additional Bonds.

(d) The proceeds, excluding accrued interest, of all Additional Bonds shall be deposited in accordance with the terms of the ordinance authorizing their issuance, after payment or making provision for payment of all expenses incident to such financing to be used for the sole and exclusive purposes provided in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 210. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee to save each of the City and the Trustee harmless. In the event any such Bond shall have matured, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 211. Cancellation and Destruction of Bonds Upon Payment.

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

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

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Series 2014 Bond shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions contained in this Article and as may be specified in the Supplemental Indenture authorizing such Additional Bonds.

Section 302. Redemption of the Series 2014 Bond. The Series 2014 Bond shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with clauses (c) through (g) of **Section 602** hereof, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) Upon the payment of all Grants under the Economic Development Agreement, the Series 2014 Bond shall be subject to mandatory redemption at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(d) At its option, the Company may at any time deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company under the Lease for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 303. Effect of Call for Redemption. Prior to or on the date fixed for redemption, funds or Government Securities shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds are fully redeemed prior to maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to and reasonable fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's direction, deliver to the Company the items described in **Section 11.2** of the Lease.

Section 304. Notice of Redemption. In the event the Bonds are to be called for redemption as provided in **Section 302 (a) or (b)** hereof, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with **Section 302(a) or (b)** hereof at least 40 days (10 days if the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Bondowners at least 30 days (five days if the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date by facsimile and by first class mail stating the date upon which the Bonds will be redeemed and paid. The Bonds are subject to redemption pursuant to **Section 302(c) and (d)** without any request or notice from the Company.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Series 2014 Bond and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in this Article. Additional Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in this Article, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

Section 402. Form of Bond.

(FORM OF BOND)

This Bond has not been registered under the Securities Act of 1933, as amended, or any state securities laws, and this Bond may not be transferred unless the City, the Company and the Trustee are furnished a written legal opinion from counsel acceptable to the City, the Company and the Trustee, to the effect that such transfer is exempt from the registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws. This Bond may be transferred to any successor to Joplin MO (3502 Enterprise) LLC or any entity controlling, controlled by or under common control with Joplin MO (3502 Enterprise) LLC, without the necessity of obtaining such an opinion. In connection with any such transfer

of this Bond, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee containing substantially the same representations contained in the representation letter delivered to the Trustee from the Owner upon the initial issuance of the Bond in substantially the form set forth on Exhibit D to the herein described Indenture. THIS BOND OR ANY PORTION HEREOF MAY BE SOLD, TRANSFERRED, ASSIGNED, PLEDGED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF JOPLIN, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(JOPLIN MO (3502 ENTERPRISE) LLC)
SERIES 2014

CITY OF JOPLIN, MISSOURI, a constitutional charter city organized and existing under the laws of the State of Missouri (the "**City**"), for value received, promises to pay, but solely from the source hereinafter referred to, to

JOPLIN MO (3502 ENTERPRISE) LLC

or registered assigns, on December 15, 2024, the principal amount of

EIGHT MILLION TWO HUNDRED THOUSAND DOLLARS

or such lesser amount as may be outstanding hereunder as reflected on the Table of Cumulative Outstanding Principal Amount attached hereto and recorded as provided in the Trust Indenture dated as of November 1, 2014 (the "**Indenture,**" and capitalized terms not defined herein have the meanings ascribed to them in the Indenture), between the City and UMB Bank, N.A., as Trustee (the "**Trustee**"). The registered owner shall note the principal amount outstanding hereunder in the Table of Cumulative Outstanding Principal Amount attached hereto (the "**Table**"), provided, however, that the records maintained by the Trustee shall be the official record of the Cumulative Outstanding Principal Amount of this Bond. The City agrees to pay such principal amount to the registered owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the registered owner hereof, either by check or draft mailed to the registered owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by electronic transfer to an account in a commercial bank or savings institution located in the continental United States, interest on the Cumulative Outstanding Principal Amount at the rate of 6.00% per annum payable in arrears on each December 15 commencing on December 15, 2014, and continuing thereafter until the said Cumulative Outstanding Principal Amount is paid in full. Interest shall be computed on the basis of a year of 360 days consisting of 12 months of 30 days each. Principal on this Bond shall be payable in full on December 15, 2024, together with the accrued interest thereon.

The registered owner may from time to time enter the respective amounts deposited into the Construction Fund pursuant to the terms of the Indenture under the column headed "Principal Amount Issued" on the Table and may enter the aggregate principal amount of this Bond then outstanding under the column headed "Cumulative Outstanding Principal Amount" on the Table. On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the registered owner hereof pursuant to the redemption provisions of the Indenture, the registered owner may enter the principal amount paid on this Bond under the column headed "Principal Amount Paid Pursuant to Optional Redemption Provisions" on the Table and may enter the then outstanding principal amount of this Bond under the column headed "Cumulative Outstanding Principal Amount" on the Table. However, the records maintained by the Trustee as to the principal amount issued or principal amounts paid on this Bond shall be the official records of the Cumulative Outstanding Principal Amount for all purposes.

THIS BOND is a duly authorized Bond of the City designated "City of Joplin, Missouri Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014," in the maximum aggregate principal amount of $8,200,000, to be issued for the purpose of providing funds to pay the cost of purchasing, constructing, installing and equipping the Project, to be leased to the Company under the terms of the Lease, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations and Constitution and statutes of the State of Missouri, including the Act, and pursuant to proceedings duly had by the governing body of the City.

THIS BOND is issued under and is equally and ratably secured and entitled to the protection given by the Indenture. Subject to the terms and conditions set forth therein, the Indenture permits the City to issue Additional Bonds secured on parity with this Bond. Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Bondowners, and the terms upon which the Bonds are issued and secured.

THIS BOND shall be subject to redemption and payment in whole or in part, as follows:

(a) At any time prior to the stated maturity thereof, at the option of the City, upon instructions from the Company, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(b) At any time prior to the stated maturity thereof, to the extent amounts are deposited into the Bond Fund in accordance with clauses (c) through (g) of Section 602 of the Indenture, at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(c) Upon the payment of all Grants under the Economic Development Agreement, the Bond shall be subject to mandatory redemption at a price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the date of payment.

(d) At its option, the Company may at any time deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company under the Lease for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

In the event the Bond is to be called for redemption as provided in paragraphs (a) or (b) above, the Company shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds in accordance with paragraph (a) or (b) above at least 40 days (10 days if the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date. This Bond is subject to redemption pursuant to (c) or (d) above without any request or notice from the Company. The Trustee shall then deliver written notice to the owner of this Bond at least 30 days (five days if the Company or any entity controlling, controlled by or under common control with the Company is the sole Bondowner) prior to the scheduled redemption date by first class mail stating the date upon which the Bonds will be redeemed and paid.

THE BOND, including interest thereon, is a special obligation of the City and is payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease of the Project and not from any other fund or source of the City, and is secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bond does not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt

limitation or restriction, and is not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bond is to be paid by the Company directly to the Trustee for the account of the City and deposited in a special account created by the City and designated the "City of Joplin, Missouri, Taxable Industrial Revenue Bond Fund -- Joplin MO (3502 Enterprise) LLC."

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

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by such person's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, without coupons, and in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THIS BOND is issuable in the form of one fully registered Bond without coupons in the maximum principal denomination of $8,200,000. THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

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

IN WITNESS WHEREOF, City of Joplin, Missouri, has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of November __, 2014.

CITY OF JOPLIN, MISSOURI

By _____
Mayor

(SEAL)

ATTEST:

By _____
City Clerk

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

Date	Principal Amount Issued	Principal Amount Paid Pursuant to Redemption Provisions	Cumulative Outstanding Principal Amount	Notation Made By

(FORM OF ASSIGNMENT)
(NOTE RESTRICTIONS ON TRANSFERS)

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

_____

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

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

Dated: _____.

_____

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

Signature Guaranteed By:

_____

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

By _____
Title: _____

Section 403. Form of Certificate of Authentication.

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

CERTIFICATE OF AUTHENTICATION

This Bond is the Taxable Industrial Revenue Bond (Joplin MO (3502 Enterprise) LLC), described in the Trust Indenture. The effective date of registration of this Bond is set forth below.

UMB Bank, N.A.

_____
Date

By _____
Name: _____
Title: _____

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Construction Fund. There is hereby created and ordered to be established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Joplin, Missouri, Construction Fund -- Joplin MO (3502 Enterprise) LLC" (herein called the "**Construction Fund**").

Section 502. Deposits into the Construction Fund. The proceeds of the sale of the Bond, including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 602** hereof, shall be deposited by the Trustee into the Construction Fund. Any money received by the Trustee from any other source for the purpose of acquisition, construction, installation or equipping of the Project shall also be deposited into the Construction Fund.

Section 503. Disbursements from the Construction Fund.

(a) The moneys in the Construction Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company for payment of, Project Costs upon receipt of requisition certificates signed by the Company in accordance with the provisions of **Article IV** of the Lease, and the Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions. In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City.

(b) If required, the City covenants and agrees to take all necessary and appropriate action promptly in approving and ordering all such disbursements. The Trustee is hereby authorized and directed to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

(c) The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and shall provide a statement of receipts and disbursements with respect thereto to the Company on a monthly basis. After the Project has been completed and a certificate of payment of all costs filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Company.

Section 504. Completion of the Project. The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable thereafter, any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds shall have become due and payable pursuant to **Section 902** of this Indenture, upon the date of payment by the Trustee of any moneys due as hereinafter provided in **Article IX** provided, any balance remaining in the Construction Fund shall without further authorization be deposited in the Bond Fund by the Trustee with notice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Creation of the Bond Fund. There is hereby created and ordered established in the custody of the Trustee a special trust fund in the name of the City to be designated the "City of Joplin, Missouri, Taxable Industrial Revenue Bond Fund -- Joplin MO (3502 Enterprise) LLC" (herein called the "**Bond Fund**").

Section 602. Deposits Into the Bond Fund. The Trustee shall deposit into the Bond Fund, as and when received, (a) all accrued interest on the Bonds, if any, paid by the purchaser of the Bonds; (b) all Basic Rent payable by the Company to the City under **Section 5.1** of the Lease and amounts due under **Section 5.2** of the Lease; (c) any amount in the Construction Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 505** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Section 9.1(g)** and **9.2(c)** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

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

Section 603. Application of Moneys in the Bond Fund.

(a) Except as provided in this **Section 603** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof prior to maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the

Lease and deposited to the Bond Fund as provided in **Section 602** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

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

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

Section 604. Payments Due on Days Other Than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds shall be not be a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 605. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company, and the owner thereof shall be entitled to look only to the Company for payment, and then only to the extent of the amount so repaid, and the Company shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

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

Section 702. Investment of Moneys in Construction Fund and Bond Fund. Moneys held in the Construction Fund and the Bond Fund shall, pursuant to written direction of the Company, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption prior to the date such funds will be needed. In the event the Company fails to provide written directions concerning investment of moneys held in the Construction Fund and the Bond Fund, the Trustee may invest in such Investment Securities specified in paragraph (a) of the definition of Investment Securities, provided they mature or are subject to redemption prior to the date such funds will be needed. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** of this Indenture of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Construction Fund until the Event of Default has been remedied or waived, as the case may be. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

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

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds. The City covenants and agrees that it will use its best efforts to cause the Project to be continuously and sufficiently leased as a revenue and income-providing undertaking. Should there be a default under the Lease with the result that the right of possession of the Project is returned to the City, the City shall fully cooperate with the Trustee and with the Bondowners to the end of fully protecting the rights and security of the Bondowners and shall diligently proceed in good faith and use its best efforts to secure another tenant for the Project to the end that at all times sufficient rents, revenues and receipts will be derived from the Project promptly to meet and pay the

principal of and the interest on the Bonds as they become due and payable. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor pursuant to the conduit financing provided herein and pursuant to the Lease or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City represents and covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to issue the Series 2014 Bond and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Series 2014 Bond has been duly and effectively taken; that the Series 2014 Bond is and will be valid and enforceable obligations of the City according to the import thereof.

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

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

Section 805. Recordings and Filings. The City hereby authorizes the Trustee to file all appropriate financing and continuation statements as may be required under the Uniform Commercial Code in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases, the Deed of Trust and any supplement to the Deed of Trust and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Bondowners and the rights of the Trustee hereunder.

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

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it shall enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Bondowners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Lease, the Deed of Trust, the Economic Development Agreement or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by 100% of the Bondowners. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the

Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Bondowners, whether or not the City is in default hereunder. So long as not otherwise provided in this Indenture, the Company shall be permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease.

ARTICLE IX

DEFAULT AND REMEDIES

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

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

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

(c) Default as specified in **Section 12.1** of the Lease shall have occurred.

Anything herein to the contrary notwithstanding, no default specified in (c) above shall constitute an Event of Default until actual notice of such default by registered or certified mail shall be given to the Company by the City, the Trustee or the holders of 25% in aggregate principal amount of all Bonds Outstanding and the Company shall not have corrected said default or caused said default to be waived or corrected within 30 days after receiving written notice of the default; provided, however, if any such default (other than a default in the payment of any money) cannot be corrected within such 30-day period, it shall not constitute an Event of Default if corrective action is instituted by the Company within such period and diligently pursued until the default is corrected or waived, as the case may be.

Section 902. Acceleration of Maturity in Event of Default. If an Event of Default shall have occurred and be continuing, the Trustee may, and upon the written request of the holders of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. Subject to applicable law and regulation, if an Event of Default shall have occurred and be continuing, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the possession of the City under the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements; the Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including (a) reasonable fees and expenses of the Trustee and its agents and counsel, (b) any taxes, assessments and other charges prior to the lien of this Indenture, (c) all expenses of such repairs and improvements, and (d) any amounts accrued and payable under the Economic Development Agreement. The Trustee shall apply the remainder of the moneys so received in accordance with the

provisions of **Section 908** hereof. Whenever all that is due upon the Bonds, the Indenture, the Lease, the Deed of Trust and the Economic Development Agreement shall have been paid and all defaults made good, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall (subject to applicable law) be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

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

(b) If an Event of Default shall have occurred and be continuing, and if requested to do so by (1) the City (in the case of an Event of Default arising out of Section 12.1(c), (d) or (e) of the Lease), or (2) the holders of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Bondowners, as the case may be.

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

Section 906. Limitation on Exercise of Remedies by Bondowners. No Bondowner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in subsection (h) of **Section 1001** or of which by said subsection the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the holders of 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in subsection (l) of **Section 1001**, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder it being understood and intended that no one or more Bondowner shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner

herein provided and for the equal benefit of the holders of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondowners at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Bondowners to Direct Proceedings.

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

(b) Notwithstanding any provision in this Indenture to the contrary, the Bondowners shall not have the right to control or direct any remedies hereunder in the Event of Default pursuant to Section 12.1(c), (d) or (e) of the Lease.

Section 908. Application of Moneys in Event of Default.

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

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

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

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

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

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

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

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture, the Deed of Trust, the Economic Development Agreement and the Lease have been paid, any balance remaining in the Bond Fund shall be paid to the Company as provided in **Section 606** hereof.

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

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

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

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

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

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

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

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is a Bondowner, shall be conclusive and binding upon all future holders of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its bad faith, negligence or willful misconduct.

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

(i) Upon reasonable request and subject to the Company's reasonable and standard security procedures, the Trustee and its duly authorized agents and representatives shall have the right, but shall not be required, to inspect any and all of the Project, and all books, papers and records of the City and the Company pertaining to the Project and the Bonds, and to copy such non-confidential memoranda related thereto as may be desired. The Trustee shall treat all proprietary information of the Company as confidential.

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

(k) The Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

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

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to

include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

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

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

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

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

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 90 days' written notice to the City, the Company and, unless the Company is the sole Bondholder, the Bondowners, and such resignation shall take effect at the end of such 90 days, or upon the earlier appointment of a successor Trustee by the Bondowners or by the City.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the holders of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the City and the Bondowners and signed by the Company.

Section 1008. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or shall otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default shall have occurred and be continuing), or (b) if an Event of Default shall have occurred and be continuing, reasonably acceptable to the City may be appointed by the holders of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

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

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

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

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including the State of Missouri) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, the Deed of Trust or the Lease, and in particular in case of the enforcement of either on

default or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

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

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

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

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

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

ARTICLE XI

SUPPLEMENTAL INDENTURES

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

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change not materially adverse to the security for the Bondowners;

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

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

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

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

(f) To issue Additional Bonds as provided in **Section 209** hereof.

Section 1102. Supplemental Indentures Requiring Consent of Bondowners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Bondowners of which are required for consent to any such Supplemental Indenture.

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

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture, provided that receipt by the Trustee of a Supplemental Lease executed by the Company in connection with the issuance of Additional Bonds under **Section 209** hereof shall be deemed to be the consent of the Company to the execution of a Supplemental Indenture pursuant to **Section 209** hereof, respectively. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture (other than a Supplemental Indenture proposed to be executed and delivered pursuant to **Section 209** hereof) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by

this Indenture, the Trustee and the City may request, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Bondowners. The City and the Trustee shall, without the consent of or notice to the Bondowners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Project or add additional property thereto, (d) in connection with the issuance of Additional Bonds under **Section 209** hereof, or (e) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee and the security for the Bondowners.

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

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

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds shall have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision shall also be made for paying all other sums payable hereunder, under the Lease, the Deed of Trust and the Economic Development Agreement (including the reasonable fees and expenses of the Trustee, the City and Paying Agent) to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void, and thereupon the Trustee shall cancel, discharge and release this Indenture and shall, upon the written request of the City or the Company, execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Company under **Section 606** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

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

Section 1302. Bonds Deemed to be Paid.

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

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

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Bondowners.

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

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

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

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

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Bondowners if the same shall be duly mailed by registered or certified mail addressed:

(a)	To the City:	Joplin, Missouri 602 S Main Street Joplin, Missouri 64801 FAX Attn: City Manager
(b)	To the Trustee:	UMB Bank, N.A. 2 South Broadway, Suite 435 St. Louis, MO 63102-1713 Attn: Corporate Trust Department
(c)	To the Company:	Joplin MO (3502 Enterprise) LLC c/o InSite Real Estate, L.C.C. 1400 16th Street, Suite 300 Oak Brook, Illinois 60523 Attn: Chief Legal Officer

With a copy to: Joplin MO (3502 Enterprise) LLC
c/o InSite Real Estate, L.C.C.
1400 16th Street, Suite 300
Oak Brook, Illinois 60523
Attn: Chief Financial Officer

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

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

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

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

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

IN WITNESS WHEREOF, City of Joplin, Missouri, has caused this Indenture to be signed in its name and behalf by its Mayor and attested by its City Clerk, and to evidence its acceptance of the trusts hereby created, UMB Bank, N.A. has caused this Indenture to be signed in its name and behalf by its duly authorized President or Vice-President or Trust Officer and attested by its Secretary or Assistant Secretary, all as of the date first above written.

CITY OF JOPLIN, MISSOURI

By _____
Name:
Title: Mayor

ATTEST:

By _____
Name:
Title: City Clerk

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this __ day of November, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ **and** _____, who acknowledged themselves to be the Mayor and City Clerk of **CITY OF JOPLIN, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri, and that they, as such Mayor and City Clerk are authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the City by themselves as Mayor and City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

My commission expires:

_____

UMB BANK, N.A.,
as Trustee

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

ACKNOWLEDGEMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this __ day of November, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, who is acknowledged to be _____ of **UMB BANK, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing under the laws of the United States of America, and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the association as an officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

My commission expires:

_____

the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

5. The undersigned purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bond. The undersigned believes that the Bonds which it is acquiring is a security of the kind that it wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

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

7. The undersigned understands and agrees that the interest on the Bonds is subject to federal and state income taxation.

Dated: _____

[PURCHASER OF BONDS]

By:_____
Name:_____
Title:_____

DEED OF TRUST AND SECURITY AGREEMENT

BY

CITY OF JOPLIN, MISSOURI,
as Grantor

to

VICTOR ZARRILLI
as Grantee

for the benefit of

UMB BANK, N.A.,
as Trustee

Grantor Address: 602 South Main Street, Joplin, MO 64801
Grantee Address: 2 South Broadway, Suite 435, St. Louis, MO 63102
Legal Description on Schedule 1.

DEED OF TRUST

THIS DEED OF TRUST, made and entered into as of November 1, 2014 by and among the **CITY OF JOPLIN, MISSOURI,** a constitutional charter city organized under the laws of the State of Missouri, having its principal office located at 602 South Holden, Joplin, MO 64801 (the "City"), Victor Zarrilli, an individual citizen of the State of Missouri, who resides in the City of St. Louis, a County in the State of Missouri, and whose mailing address is 2 South Broadway, Suite 435, St. Louis, MO 63102, as Grantee (together with his successors in trust collectively referred to as the "Mortgage Trustee"), for the benefit of **UMB BANK, N.A.,** a national banking association duly organized and existing under the laws of the United States of America, having its principal office located at 2 South Broadway, Suite 435, St. Louis, Missouri 63102-1713, and its successors and assigns, as trustee under a Trust Indenture dated as of the date hereof (the "Trustee").

WITNESSETH:

WHEREAS, the City is authorized under Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and Article VI Section 27(b) of the Missouri Constitution (the "Act"), to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed, extended or improved by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the governing body of the City adopted an Ordinance on November __, 2014, authorizing the City to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC) Series 2014 (the "Bonds") in a principal amount not to exceed $8,200,000, for the purpose of purchasing, constructing, extending and improving a project, described on **Exhibit A** hereto (the "Project") including land, buildings, structures, improvements, fixtures, machinery and equipment as hereinafter more fully described, and authorizing the City to lease the Project to Joplin MO (3502 Enterprise) LLC, an Illinois limited liability company, and its successors and assigns (the "Company");

WHEREAS, the City is authorized to execute and deliver a Trust Indenture, as amended from time to time (the "Indenture") for the purpose of issuing and securing the Bonds, and to enter into a Lease Agreement, as amended from time to time (the "Lease"), with the Company under which the City as Lessor, will purchase, construct, extend and improve the Project and will lease the Project to the Company, as Lessee, in consideration of rentals which will be sufficient to pay the principal of and interest on the Bonds;

NOW, THEREFORE, in consideration of the purchase of the Bonds by the Company, the trust hereinafter created and the sum of ONE DOLLAR ($1.00) to it paid by the Mortgage Trustee, and of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and as security for the prompt payment when due of the principal and interest on the Bonds, whether at the stated maturity thereof, or upon maturity by acceleration, and all other amounts payable by the City or the Company under the Indenture, the Bonds, the Lease, the Economic Development Agreement dated as of April 1, 2014 between the City and the Company, and this Deed of Trust, according to their respective terms and conditions, and for the performance by the City of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, the City does hereby **GRANT, BARGAIN AND SELL, CONVEY, ASSIGN AND CONFIRM** unto the Mortgage Trustee, and unto his successors and assigns forever, in trust, and assigns and grants to the Trustee for the benefit of the legal owner from time to time of the Bonds a security interest in, all of the hereinafter described properties whether now owned or hereafter acquired situated in Joplin, Missouri (the "Property"):

1. The City's right, title, and interest in and to the real estate described in Schedule 1 hereto (the "Land").

2. All right, title and interest of the City in and to all buildings, improvements and fixtures, and all other property constituting real property or real estate under the laws of the State of Missouri now located, or hereafter erected, upon the Land, including without limitation the Project, and all right, title and interest of the City, in and to any and all strips and gores of land, in and to all land upon which any such buildings or improvements may now or hereafter encroach, and in, to and under the land within the streets, roads and alleys adjoining all such real property, and in and to all and singular the tenements, hereditaments, appurtenances, privileges, easements, franchises, rights, appendages and immunities whatsoever belonging to or in any wise appertaining to all such real property.

3. All right, title and interest of the City (now owned or hereafter acquired) in and to the equipment, and other articles of property (real, personal or mixed) at any time now or hereafter installed in, attached to or situated in or upon the Land or other real estate described above or the buildings and improvements to be erected thereon, or the buildings and improvements, plant, business or dwelling situated thereon, whether or not the said property is or shall be affixed thereto, including, without limiting the generality of the foregoing, all during the course of, or in connection with, any construction of any buildings and improvements related to the Project.

4. All leases or subleases of the Property, or any part or portion thereof, now or hereafter entered into or presently in existence and all right, title and interest of the City thereunder, including, without limitation, the Lease, as the same may be amended from time to time, and including cash and securities deposited under said leases or subleases.

5. The City's right, title, and interest in and to all rents from, all issues, uses, profits, proceeds (including insurance proceeds) and condemnation awards, and products of, all replacements and substitutions for, and other rights and interests now or thereafter belonging to, any of the foregoing.

6. All right, title and interest of the City under any and all construction and architectural or design contracts, and all right, title and interest of the City to surveys, plans and specifications and information, and any and all other items to be used in connection with the construction of the Project.

7. Any and all proceeds of any and all of the foregoing Property.

TO HAVE AND TO HOLD THE SAME, with all appurtenances thereto, unto the Mortgage Trustee, and unto his successor or successors and assigns forever in trust, however, for the purpose of securing the City's payments and performance under the Indenture and the Bonds.

AND TO FURTHER SECURE its payments and performance under the Indenture and the Bonds, the City has covenanted and agreed and does hereby covenant and agree, herein and in the Indenture and the Bonds, as follows:

1. The security hereof shall not affect or be affected by any other security taken for the indebtedness represented by the Indenture and the Bonds or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness represented by the Indenture and the Bonds or any part thereof shall not release or impair the security hereof or improve the right of any junior lienholder; and this Deed of Trust as well as any instrument given to secure any renewal or extension hereof, shall be and remain a first and prior lien on all parts of the Project until the indebtedness represented by the Indenture and the Bonds is paid.

2. In the event of any failure or default in the performance of any of the covenants or agreements of the City contained in this Deed of Trust or in the event of the occurrence of an "Event of Default" under the Indenture, the Bonds or the Lease, the Trustee, its successors or assigns, may, without notice, subject to the rights of the City and the Company to cure such default, if any, declare the whole of the unpaid debt due thereunder, or any part thereof, to be immediately due and payable. Notwithstanding any provision herein to the contrary, this Deed of Trust is nonrecourse against the City except to the extent of the Property.

3. This Deed of Trust secures future advances and future obligations within the meaning of §443.055, RSMo., and this Deed of Trust shall be governed by said §443.055. The "Face Amount", as defined in §443.055, is $8,200,000. The total amount of obligations that may be secured by this Deed of Trust may decrease or increase from time to time, but the total principal amount of the obligations secured at any given time may not exceed the Face Amount as stated above, except as to advances made pursuant to subsection 3 of §443.055 (dealing with future advances and/or future obligations made or incurred for the reasonable protection of the beneficiary's lien and security interest under this Deed of Trust). The priority of any lien hereunder securing such future advances and future obligations shall date from the time this Deed of Trust is recorded in the applicable real property records, all in accordance with §443.055. The City, for itself and its successors and assigns as owner of the real property encumbered by this Deed of Trust (not including the Mortgage Trustee), to the maximum extent permissible under Missouri law, hereby waives any rights that it may otherwise have under Section §443.055, and hereby agrees not to terminate or give notice to terminate the operation of this security instrument as security for future advances or future obligations made or incurred after the date of such termination or notice. Any such termination or notice of termination shall, at the election of the Mortgage Trustee and subject to the notice and cure provisions provided for in the Indenture, constitute an Event of Default under the Indenture. In no event, however, shall any such termination affect the continued security or priority of this security instrument as security for the obligations outstanding on the date of such notice or termination.

PROVIDED, HOWEVER, if the amounts due under the Indenture, the Lease, the Economic Development Agreement and the Bonds be paid when due, and the agreements therein and herein contained be faithfully performed as aforesaid, these presents (including the lease hereinafter set forth) shall be void, and the Property shall be released at the cost of the Company. If the amounts due under the Economic Development Agreement, the Lease, the Indenture and the Bonds, or any part thereof, be not so paid when due according to the terms of the Indenture, the Bonds or this Deed of Trust, or if default shall be made in the faithful performance of said covenants and agreements, or any of them, as therein and herein set forth, then the whole of the Bonds shall become due and be paid as hereinafter provided, and this Deed of Trust shall remain in force and effect and the Mortgage Trustee or his successors in trust as hereinafter provided shall at the request of the holder of the Bonds proceed to sell the property hereinbefore described at public vendue to the highest bidder for cash at the place (to be designated by the Mortgage Trustee) of the building then appointed for holding foreclosure sales in Jasper County, Missouri at Joplin, Missouri, first giving notice of such sale in the manner now prescribed by statute. The sale of the Property may be by one or more parcels and in such order as the Mortgage Trustee may determine. The Mortgage Trustee may postpone or adjourn the sale of all or any parcel of the Property to any later time by public announcement at the time and place of any previously scheduled sale. Upon such sale, the Mortgage Trustee shall execute and deliver to the purchaser or purchasers thereof a deed of conveyance of the Property sold, and shall receive the proceeds of said sale or sales, and out of the same shall pay: ***FIRST***, the reasonable costs and expenses of executing this trust including compensation to the Mortgage Trustee for his services; ***SECOND***, to the Trustee or to the Mortgage Trustee or their respective successors or assigns, upon the delivery of the usual vouchers therefor, all moneys paid for insurance or taxes or judgments upon statutory liens, claims and interest thereon, together with interest thereon as hereinbefore provided; ***THIRD***, to the City any amounts which may be owing to the City

under the Lease or the Economic Development Agreement, ***FOURTH,*** the principal due under the indebtedness represented by the Indenture and Bonds with all interest due thereunder to the time of such payment; provided, payments shall be credited first to interest and then to principal; ***AND THE BALANCE*** of such proceeds, if any, shall be paid to the City or its successors and assigns, or those lawfully entitled thereto.

The Trustee, its successors or assigns, at any time it or they may desire, may, by an instrument in writing executed and recorded according to law appoint a substitute trustee to act instead of the Mortgage Trustee named herein; and is further authorized so to appoint other substitute mortgage trustees successively, during the life of this Deed of Trust, and such mortgage trustees shall each and all succeed to the rights and power of the Mortgage Trustee named herein, and the City does hereby ratify and confirm any and all acts the said Mortgage Trustee, or successor or successors in trust, may lawfully do by virtue hereof.

In case of any sale hereunder, it is agreed that the recitals in any deeds to the purchasers shall be accepted in any court as *prima facie* evidence of the truth of the matters therein stated, and it shall be presumed that all acts essential to the validity of the sale have been performed.

The Mortgage Trustee hereby covenants faithfully to perform the trust herein created, and hereby lets the Property unto the City until a sale be had under the foregoing provisions upon the following terms and conditions to wit: The City, its successors and assigns, will pay rent therefor during said term at the rate of one cent (1¢) per month, payable monthly upon demand, and shall and will surrender peaceable possession of the Property, and every part thereof, sold under said provisions, to the Mortgage Trustee, its successors or assigns, or any purchaser or purchasers under such sale, within ten (10) days after the making of such sale, without notice or demand therefor.

To the extent any of the property covered by this Deed of Trust consists of property, rights or interests covered by the Missouri Uniform Commercial Code, this Deed of Trust shall constitute a security agreement and a present unconditional assignment of, and is intended to create a security interest in, such property in favor of the Trustee. During the continuance of any default hereunder, under the Bonds, the Lease, the Economic Development Agreement or the Indenture or any other document or instrument evidencing, securing or otherwise relating to the debt hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Missouri Uniform Commercial Code. This Deed of Trust shall be self-operative with respect to such property, but the City agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property. In the event that the City fails to execute any of such instruments within ten (10) days after demand to do so, the City does hereby make, constitute and irrevocably appoint the Trustee as its attorney-in-fact and in its name, place and stead so to do.

This Deed of Trust shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the City has caused this Deed of Trust to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and to be attested to by its City Clerk, all as of the day and year first above written.

CITY OF JOPLIN, MISSOURI

(SEAL)

By: _____
Name:
Title: Mayor

ATTEST:

_____
Name:
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

On this _____ day of November, 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the **CITY OF JOPLIN, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

_____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My commission expires: _____

EXHIBIT A

PROJECT DESCRIPTION

The proposed improvement is the construction of a 231,350 square foot warehouse/distribution center. The building will be 350' X 661' with column spacing at 50' X 50'. The building will have 24 dock doors, 1 oversized drive in ramp, and have 30' clear height to accommodate storage and potentially racking. The overall site will be able to accommodate a minimum of 56 onsite trailer parking positions.

SCHEDULE 1

DESCRIPTION OF THE LAND

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

Schedule-1

CITY OF JOPLIN, MISSOURI,
As Lessor,

AND

JOPLIN MO (3502 ENTERPRISE) LLC,
As Lessee

LEASE AGREEMENT

Dated as of November 1, 2014

Relating to:

$8,200,000
(Aggregate Maximum Principal Amount)
City of Joplin, Missouri
Taxable Industrial Revenue Bonds
(Joplin MO (3502 Enterprise) LLC)
Series 2014

The interest of City of Joplin, Missouri (the "City"), in this Lease Agreement has been pledged and assigned to UMB Bank, N.A., as Trustee under the Trust Indenture dated as of November 1, 2014, between the City and the Trustee.

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of November 1, 2014 (this "**Lease**"), between **CITY OF JOPLIN, MISSOURI,** a constitutional charter city organized and existing under the laws of the State of Missouri (the "**City**"), as lessor, and **JOPLIN MO (3502 ENTERPRISE) LLC,** an Illinois limited liability company (the "**Company**"), as lessee;

WITNESSETH:

WHEREAS, the City is authorized under the Act to issue revenue bonds to provide funds for the carrying out of a project under the Act and to sell, lease or mortgage to private persons, partnerships or corporations the facilities purchased, constructed or extended by the City for manufacturing, commercial, warehousing and industrial development purposes pursuant to the Act; and

WHEREAS, pursuant to the Act, the governing body of the City has adopted an Ordinance, authorizing the City to issue its Taxable Industrial Revenue Bonds (Joplin MO (3502 Enterprise) LLC), Series 2014, in the maximum principal amount of $8,200,000 (the "**Bonds**"), for the purpose of purchasing, constructing, installing and equipping the project described on **Exhibit A** hereto (the "**Project**"), and authorizing the City to lease the Project to the Company;

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

WHEREAS, pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth;

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

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Words and terms defined in **Section 101** of the Indenture are incorporated herein by reference unless otherwise defined below, in which case the words and terms below shall have the following meanings:

"Additional Project Equipment" means, in addition to the Project Improvements, the machinery, equipment and other personal property required to construct, equip and operate the Project in accordance with its intended purposes, acquired pursuant to **Article IV** of the Lease and paid for in whole or in part from the Construction Fund, and all replacements thereof and substitutions therefor made pursuant to the Lease.

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

"Assessments" has the meaning set forth in **Section 10.9(c)** of this Lease.

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

"City" has the meaning set forth in the introductory paragraph of this Lease.

"Company" has the meaning set forth in the introductory paragraph of this Lease.

"Contractor" means the contractor(s) for the Project selected by the Company, and its successors and assigns.

"Economic Development Agreement" means the Performance Agreement dated April 1, 2014 between the City and the Company.

"Environmental Laws" has the meaning set forth in **Section 10.9(a)** of this Lease.

"Environmental Notices" has the meaning set forth in **Section 10.9(d)** of this Lease.

"Event of Default" has the meaning set forth in **Section 12.1** of this Lease.

"Full Insurable Value" means the reasonable replacement cost of the Project less physical depreciation and exclusive of land, excavations, footings, foundation and parking lots as determined in accordance with **Section 7.2(a)** hereof.

"Hazardous Substances" has the meaning set forth in **Section 10.9(a)** of this Lease.

"Indenture" has the meaning set forth in the recitals of this Lease.

"Lease" has the meaning set forth in the introductory paragraph of this agreement.

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

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

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

"Permitted Encumbrances" means, as of any particular time (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, (c) this Lease, (d) the Deed of Trust, (e) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations being conducted on the Project Site or easements

granted to the City, (f) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the aggregate materially impair the property affected thereby for the purpose for which it was acquired or is held by the City, (g) any other liens, encumbrances, leases, easements, restrictions or covenants consented to in writing by the owner of 100% of the principal amount of the Bonds, (h) any exceptions to the title of the Project Site which are contained in the title insurance policy provided in **Section 7.1** herein, (i) liens or security interests granted pursuant to any Financing Documents; and (j) the deed of trust, security agreement, the UCC financing statement, the assignment of leases and rents and the subordination, nondisturbance and attornment agreement between the Company and a Financing Party related to financing the construction of the Project.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being on file at an office of the Company and which shall be available for reasonable inspection during normal business hours and upon not less than three business days' prior notice by the City, the Trustee and their duly appointed representatives.

"Project" has the meaning set forth in the recitals of this Lease.

"Project Costs" has the meaning set forth in **Section 4.3** of this Lease.

"Project Improvements" means the buildings, structures, improvements and fixtures used to operate the Project in accordance with its intended purposes, all of which will be located on or otherwise attached or fixed to the Project Site, as constructed or acquired pursuant to **Article IV** of the Lease and paid for in whole or in part from moneys in the Construction Fund, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease.

"Remedies Notices" has the meaning set forth in **Section 11.1** of this Lease.

"Reports" has the meaning set forth in **Section 10.9(c)** of this Lease.

"Trustee" has the meaning set forth in the recitals of this Lease.

Section 1.2. Rules of Interpretation.

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

(b) Unless the context shall otherwise indicate, (i) words importing the singular number shall include the plural, and *vice versa*, (ii) words importing persons shall include firms, associations and corporations, including governmental entities, as well as natural persons, (iii) references to any person shall be construed to include that person's successors and assigns, (iv) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", and (v) any definition or reference to any law, agreement, instrument or other document shall be construed as referring to such law, agreement, instrument or document as from time to time amended, supplemented or otherwise modified.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so

expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

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

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

ARTICLE II

REPRESENTATIONS

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

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

(b) The City has acquired the Project Site and the Project using the proceeds of the Series 2014 Bond, in each case subject to Permitted Encumbrances, and proposes to purchase and construct (or cause to be purchased and constructed) thereon the Project Improvements, and proposes to purchase and install (or cause to be purchased and installed) the Additional Project Equipment on the Project Site. The City proposes to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project, all for the purpose of furthering the public purposes of the Act, and the governing body of the City has found and determined that the purchase, construction, installation and equipping of the Project will further the public purposes of the Act.

(c) To finance the costs of the Project, the City proposes to issue the Series 2014 Bond scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture.

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

(e) The City will not, except for the Deed of Trust, mortgage, grant any interest in or otherwise encumber the Project or pledge the revenues derived therefrom for any bonds or other obligations other than the Bonds except with the written consent of the Authorized Company Representative or, if the Company or any entity controlling, controlled by or under common control with the Company is not the owner of the Bonds, the owners of a majority of the principal amount of the Bonds.

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

(g) The purchase, construction, installation and equipping of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act.

(h) No member of the governing body of the City or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby.

(i) The Project is located in the City and will generate jobs for the construction and operation of the Project within the City.

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

(a) the Company is an Illinois limited liability company, validly existing and in good standing under the laws of the State of Illinois and is authorized to conduct business in the State of Missouri.

(b) the Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives.

(c) the execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents or bylaws, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party, in each case, except where such breach, conflict or default would not adversely effect in any material way the rights and obligations of the parties hereto or the rights of the City, the Trustee or the Bondowners under the Indenture.

(d) The design of the Project is in accordance with sound engineering principles, and the estimated costs of the Project were prepared using reasonable assumptions.

(e) To the Company's knowledge, the Project (as currently designed and planned) will comply in all material respects with all presently applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.

(f) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company at law or in equity before any court, tribunal, governmental authority or arbitration board seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Bonds, the Indenture, this Lease Agreement, the Deed of Trust or the Economic Development Agreement or any other financing documents to which the Company is a party (the

"Financing Documents"), or which challenges the existence or powers of the Company to enter into and carry out the transactions contemplated by this Lease Agreement or any other Financing Documents to which it is a party, or wherein an unfavorable determination could materially and adversely affect the validity or enforceability of the Bonds, this Lease Agreement, or any other Financing Document to which the Company is a party or its ability to perform its obligations thereunder.

(g) The Company is duly authorized and has all necessary licenses and permits to occupy and operate its facilities under the laws and regulations of the State of Missouri and the departments, agencies and political subdivisions thereof, and the Company has obtained or will obtain all requisite approvals of federal, state and local governmental bodies necessary for the acquisition, construction and equipping of the Project. The Company's facilities are in all material respects in compliance with all applicable federal, state and local zoning, subdivision, environmental, pollution control and other laws and regulations.

(h) No litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company, except litigation involving claims, the probable recoveries in which and the estimated costs and expenses of defense of which, based upon the advice of counsel to the Company, (1) will be entirely within the Company's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the Company's applicable self-insurance program, or (2) if adversely determined, will not materially and adversely affect the financial condition or operations of the Company. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company, threatened against the Company seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Indenture, the Bonds, this Lease Agreement, the Deed of Trust or any other required Financing Documents by the Company, or this Lease Agreement or any other required Financing Documents by the Company, or which would in any manner challenge or adversely affect the corporate existence or powers of the Company to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Company of the terms and provisions of this Lease Agreement or any other Financing Documents to which it is a party.

(i) The financial statements of the Company delivered to the City correctly and fairly present the financial condition of the Company as of the dates and for the periods stated therein, and the results of the operations of the Company for each of such periods, respectively, all in accordance with accounting principles generally accepted in the United States of America except as stated in the notes thereto, and there has been no material adverse change in the financial condition of the Company from that set forth in said financial statements. The financial statements and other information of the Company delivered to the City do not, nor do the representations and warranties of the Company in this Lease Agreement or in any other Financing Documents to which the Company is a party or any written statement furnished by the Company to the City, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact which the Company has not disclosed to the City in writing which materially affects adversely or, so far as the Company can now foresee, will materially affect adversely the financial condition or operations of the Company, its ability to own and operate its properties or its ability to make the payments under this Lease Agreement when and as the same become due and payable.

(j) The Company has not engaged in, and the consummation of the transactions provided for in this Lease Agreement and compliance by the Company with the provisions of this Lease Agreement and the Bonds will not involve, any prohibited transactions within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or Section 4975 of the Internal Revenue Code. No "employee pension benefit plans," as defined in ERISA, maintained by the Company,

nor any trusts created thereunder, have incurred, at the end of any plan year, an "accumulated funding deficiency" as defined in Section 302 of ERISA nor does the present value of all benefits vested under all such plans exceed, as of the last annual valuation date, the value of the assets of such plans allocable to such vested benefits.

(k) *Environmental Laws.* The Company is, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Company has received no notice of any alleged violation of any Environmental Laws; and the Company will continue to comply, in all material respects, with all Environmental Laws.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have an initial term commencing as of the date of this Lease and terminating on December 15, 2024.

Section 3.3. Possession and Use of the Project.

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

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose contemplated by the Act and consistent with the terms of the Economic Development Agreement. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute,

law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

PURCHASE, CONSTRUCTION, INSTALLATION AND EQUIPPING OF THE PROJECT

Section 4.1. Issuance of the Bonds.

(a) In order to provide funds for purchasing, constructing and equipping of the Project, the City agrees that it will issue, sell and cause to be delivered to the purchaser thereof the Series 2014 Bond in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Series 2014 Bond, when and if received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when and if received, as provided in the Indenture, to be used and applied as hereinafter provided in this Article and in the Indenture. The Trustee will also endorse the Series 2014 Bond in an amount equal to the value of property transferred by the Company to the City related to the Project.

(b) The City may authorize the issuance of Additional Bonds from time to time upon the terms and conditions provided in **Section 209** of the Indenture.

(c) If the Company is not in default hereunder, the City will, at the request of the Company, from time to time, use its best efforts to issue the amount of Additional Bonds specified by the Company; *provided* that the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Company; *provided further* that the Company and the City shall have entered into an amendment to this Lease to provide for rent in an amount at least sufficient to pay principal and interest on the Additional Bonds when due, an amendment to the Economic Development Agreement, if any, related to any improvements to the Project, and the City shall have otherwise complied with the provisions of the Indenture with respect to the issuance of such Additional Bonds.

Section 4.2. Purchase, Construction, Installation and Equipping of the Project. The City and the Company agree that the Company, as the agent of the City, shall but solely from the Construction Fund, purchase, construct, install and equip the Project as follows:

(a) The City will acquire the Project Site and the Project Equipment at the execution hereof, and the Company desires to convey to the City in exchange for the issuance of the Series 2014 Bond in an amount equal to the value of the property transferred to the City pursuant to **Section 4.1**. Concurrently with the execution of this Lease (i) a deed, bill of sale and any other necessary instruments of transfer will be delivered to the City, (ii) said deed will be placed of record, and (iii) the title insurance policies required by **Article VII** hereof or commitments to issue such policies will be delivered to the Trustee related to the Project Site.

(b) The Company will, on behalf of the City, purchase and construct the Project Improvements on the Project Site and otherwise improve the Project Site in accordance with the Plans and Specifications. The Company may make minor changes in and to the construction contracts and the Plans and Specifications incorporated therein, but major changes shall be made only with the approval of the City,

which approval will not be unreasonably withheld. The Company agrees that, based on the Plans and Specifications existing currently, the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in a Project suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project.

(c) The Company will, on behalf of the City, install the Project Equipment, and purchase and install the Additional Project Equipment, on the Project Site in accordance with the Plans and Specifications. The City and the Company recognize that the Project Equipment and the Additional Project Equipment are subject to change during the Construction Period and thereafter pursuant to the provisions of this Lease, and agree that the definitive list of these assets shall be the list maintained by the Trustee pursuant to **Section 10.8** of this Lease. Except as provided in the next sentence, title to the Project Equipment and Additional Project Equipment shall be evidenced by bills of sale or other instruments of transfer, including purchase orders or other instruments pursuant to which the City acquires title to personal property directly from the vendor thereof. Subject to **Section 8.2**, all Project Equipment or Additional Project Equipment substituted by the Company shall automatically become part of the Project subject to this Lease, and full title and ownership of such equipment shall be automatically vested in the City, without the requirement of a bill of sale or other instrument of conveyance unless otherwise requested by the City. In any event, on or before November 1 of each year, the Company shall furnish to the City and the Trustee a list of items (based on the Company's internal record keeping) comprising the Project Equipment and the Additional Project Equipment as of January 1 of such year. The improper inclusion or exclusion of any Project Equipment or Additional Project Equipment pursuant to such list may be rectified by the Company within 30 days notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item from such list shall not affect the items comprising the Project Equipment or the Additional Project Equipment, as the case may be, for the purpose of this Lease or title thereto as intended by the parties hereto. The Company shall provide such information to the Trustee as may be requested in order to ensure that such list corresponds to the list of Project Equipment and the Additional Project Equipment maintained by the Trustee pursuant to **Section 10.8**.

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

(e) The Company will comply with the provisions of **Section 107.170** of the Revised Statutes of Missouri, as amended, to the extent applicable to the installation of the Project.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Construction Fund or other funds provided by the Company, and hereby authorizes and directs the Trustee to pay for, but solely from the Construction Fund, all costs of the Project ("**Project Costs**") upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Construction Fund, and the City hereby authorizes and directs the Trustee to make disbursements from the Construction Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit B**, signed by an Authorized Company Representative:

(a) requesting payment of a specified amount of such funds and directing to whom such amount shall be paid (whose name and address shall be stated);

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

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

(d) stating that, except for the amounts, if any, stated in said certificate, to the best of his knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction, installation and equipping of the Project which might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or other similar lien upon the Project or any part thereof.

The Trustee may rely conclusively on any such certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any requisition certificate by the Authorized Company Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) that the purchase, construction, installation and equipping of the Project has been completed in accordance with the Plans and Specifications in all material respects and the date thereof, and (b) that all costs and expenses incurred in the purchase, construction, installation and equipping of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or contested in good faith by the Company. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Construction Fund.

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

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

Section 4.7. Project Property of City. The Project Site and Project Equipment at the execution hereof and which the Company conveys to the City, all work and materials on the Project Improvements (including Additional Project Equipment installed with respect thereto) as such work progresses, and all additions or enlargements thereto or thereof, the Project as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the City, subject only to Permitted Encumbrances.

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

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, on or before 11:00 a.m., Trustee's local time, on the appropriate dates and in the appropriate amounts, the principal of and the interest on the Bonds in accordance with the provisions of the Indenture and the Bonds, as Basic Rent for the Project, in an amount which, when added to any collected funds then on deposit in the Bond Fund and available for the payment of principal on the Bonds and the interest thereon on such payment date, shall be equal to the amount payable on such payment date as principal of the Bonds and the interest thereon as provided in the Indenture. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture. At its option, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

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

(a) all fees, charges and expenses for which the Company is required to reimburse the City, the Trustee and the Paying Agent incurred under the terms of the Indenture, this Lease, the Deed of Trust or the Economic Development Agreement, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all Outstanding Bonds;

(c) all fees, charges and expenses reasonably incurred in connection with the reasonable and necessary enforcement of any rights under this Lease, the Deed of Trust, the Economic Development

Agreement or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses;

(d) an amount sufficient to reimburse the City for expenses reasonably incurred by the City hereunder in connection with the performance of its obligations under this Lease, the Indenture, the Deed of Trust or the Economic Development Agreement.

(e) all amounts payable under the Economic Development Agreement.

(f) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project shall have been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City.

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

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay all or any part of the Basic Rent provided for hereunder. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall be entitled to credit such amount against payments of Basic Rent or Additional Rent under the provisions of this Lease.

At its option, the Company may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the

Company as Basic Rent or Additional Rent, as the case may be, for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

Section 5.5. Redemption of Bonds. The City and the Trustee, at the written direction of the Company, at any time the aggregate moneys in the Bond Fund are sufficient for such purposes, shall (a) if the same are then redeemable under the provisions of **Article III** of the Indenture, take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect the redemption of all or such part of the then outstanding Bonds as may be specified by the Company, on such redemption date as may be specified by the Company, or (b) cause such moneys in the Bond Fund or such part thereof as the Company shall direct, to be applied by the Trustee for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof, or (c) a combination of (a) and (b) as provided in such direction. At its option, the Company may deliver to the Trustee for redemption Bonds not previously paid and the Company shall receive a credit against the Basic Rent or other amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for redemption plus accrued interest.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES

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

Section 6.2. Taxes, Assessments and Other Governmental Charges.

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

(b) The Company shall have the right, in its own name or in the City's name, to contest the validity or amount of any tax, assessment or other governmental charge which the Company is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the tax, assessment or other governmental charge complained of becomes delinquent if

and provided (i) the Company, before instituting any such contest, gives the City written notice of its intention so to do, (ii) the Company diligently prosecutes any such contest, at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) the Company promptly pays any final judgment enforcing the tax, assessment or other governmental charge so contested and thereafter promptly procures record release or satisfaction thereof. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City from any costs and expenses the City may incur related to any of the above.

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

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

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

ARTICLE VII

INSURANCE

Section 7.1. Title Insurance. The Company will purchase, on behalf of the City and the Trustee, at its expense, from a company duly qualified to issue such insurance in the State of Missouri, an owner's policy of title insurance in the amount of not less than $8,200,000, subject only to Permitted Encumbrances. Copies of said policy will be delivered to the Trustee by the Company not later than 90 days after the date of issuance of the Series 2014 Bond.

Section 7.2. Casualty Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained at the Company's sole cost and expense, shall be maintained with generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of "A-" or the

equivalent thereof as may be selected by the Company. Copies of the insurance policies required under this Section, or certificates thereof, shall be delivered by the Company to the City and the Trustee. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the City and the Company as additional insureds as their respective interests may appear, shall name the Trustee as loss payee and shall contain a provision that such insurance may not be canceled by the issuer thereof without endeavoring to provide at least 10 days' advance written notice to the City, the Company and the Trustee.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be paid over and shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the owners of 100% in principal amount of the Bonds outstanding.

Section 7.3. Public Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $10,000). The policies of said insurance shall contain a provision that such insurance may not be canceled by the issuer thereof without at least 10 days' advance written notice to the City, the Company and the Trustee. Such policies or copies or certificates thereof shall be furnished to the Trustee upon request.

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

Section 7.4. Blanket Insurance Policies. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with.

Section 7.5. Reserved.

Section 7.6. Performance, Labor and Material Payment Bonds. The Company covenants and agrees that at all times during any construction, repair, replacement and improvement of the Project, the Company or the Contractor under the construction contracts will maintain in full force and effect performance, labor and material payment bonds with respect to the construction contracts and in the amount required by law, made by the Contractor thereunder as the principal and a surety company or companies qualified to do business in Missouri as surety. Such bonds shall be in such form as is approved by the Trustee and the City and shall name the Company, the City and the Trustee as obligees. Copies or certificates of such performance, labor and material payment bonds shall be delivered to the Trustee. Any and all moneys received by the Company, the City or the Trustee under such bonds or from the Contractor or other suppliers of machinery or equipment by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Construction Fund.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements of the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and in material compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed in the Project by the Company not purchased or acquired from funds deposited with the Trustee hereunder shall remain the property of the Company and may be removed by the Company, and are not part of the Project; provided, further, that prior to the Company making improvements to the Project, the City and the Company shall agree upon additional Grants and other matters related to the improvements of the Project and amend the Economic Development Agreement, if necessary, regardless of the improvements being made pursuant to this **Section 8.1** or pursuant to **Section 8.3** hereof.

Section 8.2. Removal and Replacement of Project Equipment.

(a) The Company shall have the right, provided the Company is not in default under this Lease, to remove from the Project and (on behalf of the City) sell, exchange, replace or otherwise dispose of, without responsibility or accountability to the City or the Trustee with respect thereto, any items of the Project Equipment or Additional Project Equipment which the Company shall certify to the Trustee have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary or are otherwise no longer useful to the Company in its operations. The Trustee will amend the list of Project Equipment or Additional Project Equipment, as the case may be, maintained by it pursuant to **Section 10.8** hereof upon receipt of any such certificates. Notwithstanding anything contained herein to the contrary, title to any item of the Project removed from the Project Site shall automatically vest in the Company without further instrument or action, and such vesting of title shall be self-operative effective upon removal.

(b) In all cases, the Company shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage to the Project caused thereby in a good and workmanlike manner.

Section 8.3. Additional Improvements on the Project Site. The Company shall have and is hereby given the right, at its sole cost and expense, to construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company pursuant to the authority of this Section shall, during the life of this Lease, remain the property of the Company and may be added to, altered or razed and removed by the Company at any time. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty. The Company will pay all *ad valorum* taxes and assessments payable with respect to such additional buildings and improvements remaining the property of the Company.

Section 8.4. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of **Article VII** hereof.

Section 8.5. Mechanics' Liens.

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

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (i) notifies the City and the Trustee in writing of its intention so to do, (ii) diligently prosecutes such contest, (iii) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (iv) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (v) thereafter promptly procures record release or satisfaction thereof. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

Section 8.6. Option to Purchase Portions of the Project. The City hereby grants to the Company the right at any time and from time to time to purchase any portion or portions of the Project. As conditions to such purchase the City and the Trustee shall receive from the Company at least 30 days prior to the proposed date for completing the purchase, in addition to the requirements contained in the Economic Development Agreement, the following (1) a written certificate from the Company to the effect (a) that the Company desires to purchase a portion of the Project, (b) the proposed date for completing the purchase, and (c) that the Company is not in material default under any of the provisions of this Lease Agreement or the Economic Development Agreement, (2) an adequate description of that portion (together with the interest in such portion) of the property to be purchased, (3) a certificate of an independent engineer or surveyor, dated not more than 30 days prior to the date of the request stating that, in the opinion of the person signing such certificate, (A) the portion of the Project Site so proposed to be purchased is not needed for the operation of the Project, and (B) the proposed purchase will not impair the usefulness of the Project for its intended purposes and will not destroy the means of ingress thereto and egress therefrom, and (4) the written consent of all Bondowners.

The purchase price for such portion of the Project shall be determined by the owners of all of the Bonds and shall be received in writing by the City and the Trustee at least 10 days prior to the proposed date for completing the purchase. Such purchase price shall be paid to the Trustee at the time the City executes and delivers a special warranty deed and/or bill of sale conveying and transferring the property which is to be purchased to the Company. The Trustee shall deposit such amount (if any) into the Bond Fund. If such amount is more than $1,000, such amount shall be used by the Trustee to redeem Bonds in accordance with **Section 302(a)** of the Indenture. If such amount is $1,000 or less the Trustee shall apply such amount to the next interest payment on the Bonds.

Upon the City's receipt of written notice from the Trustee that the Trustee has received all of the items required by this Section, the Mayor and City Clerk of the City shall execute a special warranty deed and/or bill of sale conveying and transferring such property to the Company and shall deliver such documents to the Company. Any deed shall be subject to the following: (1) those liens and encumbrances, if any, to which title to that portion of the Project Site was subject when conveyed to the City; (2) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (3) those liens and encumbrances resulting from the failure of the Company to perform or observe any agreement on its part contained in this Lease; (4) Permitted Encumbrances other than the Indenture, the Deed of Trust and this Lease; and (5) if the unimproved portion of the Project Site or any part thereof is being condemned, the rights and title of any condemning authority.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project shall be damaged or destroyed by fire or any other event, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination required by subsection (g) below or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such Project shall be of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction or, at the Company's option, shall construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (i) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements, Project Equipment and/or Additional Project Equipment immediately prior to the occurrence of such damage or destruction and (ii) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as permitted by the Act and as a project contemplated by the Economic Development Agreement.

If the Company shall elect to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof and any reference to the words "Project Equipment" and "Additional Project Equipment" shall be deemed to include any such new machinery, equipment and fixtures which are either attached to or are used in connection with the operation or maintenance of such new buildings and improvements and all additions or replacements thereof.

Unless the Company makes the determination described in subsection (g) below, the Net Proceeds of property insurance required by **Article VII** hereof received with respect to such damage or loss to the Project, if such Net Proceeds exceed $250,000, shall be paid to the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (or if there is no Leasehold Mortgage or Financing Document, to the Trustee for deposit in a separate subaccount in the Construction Fund) and shall be applied in the following manner:

(i) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of making such temporary repairs or doing such other work, as, in the Company's reasonable opinion, may be necessary in order to protect the Project pending adjustment of the insurance loss or the making of permanent repairs, restoration, replacement or rebuilding;

(ii) there shall be paid to the Company from the Net Proceeds such part thereof as shall equal the cost to the Company of repairing, restoring, replacing or rebuilding the Project or any part thereof;

(iii) payment to the Company pursuant to subdivisions (i) or (ii) of this subsection (a) from such Net Proceeds shall be made to the Company from time to time as the work progresses, in amounts equal to the cost of labor and material incorporated into and used in such work, the buildings', architects' and engineers' fees, and other charges in connection with such work, upon delivery to the City, the Trustee and the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (if any) of a certificate of the Company's architect or general contractor, as the case may be, in charge of such work, certifying: (1) that the amounts so to be paid to the Company are payable to the Company in accordance with the provisions of this Article and that such amounts are then due and payable by the Company or have theretofore been paid by the Company; (2) the progress of the work; (3) that the work has been done in accordance with the plans and specifications therefor and all insurance requirements of **Article VII** hereof; (4) that the sum requested when added to all sums previously paid out under this Article for the work does not exceed the value of the work done to the date of such certificate; and (5) the estimated cost of completing the work, in reasonable detail;

(iv) at the request of the City, the Trustee or the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (if any), the Company shall furnish to the person requesting the same, at the time of any such payment, with an official search, or other evidence reasonably satisfactory to such person, that there has not been filed with respect to the Project Site or the Project Improvements any lien, other than a Permitted Encumbrance, which has not been discharged of record, in respect of any work, labor, services or materials performed, furnished or supplied, in connection with the work and that all of said materials have been purchased free and clear of all security interest or other encumbrances. Upon the termination of this Lease and the payment in full of the Bonds, any monies then held by the Trustee or the mortgagee under the Leasehold Mortgage or the Financing Party under any Financing Document (if any) shall be paid over to the Company, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party.

(b) Completion of such repairs, restoration or replacement shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration or replacement, the Company shall pay the deficiency.

(c) If any of the insurance monies paid by the insurance company to the Trustee, the mortgagee under the Leasehold Mortgage (if any), the Financing Party under any Financing Document (if any) or the Company as hereinabove provided, shall remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease shall not have terminated, the excess shall be deposited in the Bond Fund, subject to the rights of any Leasehold Mortgage mortgagee or Financing Party. If the Net Proceeds shall be insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

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

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

(f) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other property damage occurring in, on, at or about the Project.

(g) If the Company shall determine that rebuilding, repairing, restoring or replacing the Project is not practicable and desirable, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of the secured party under any Leasehold Mortgage (if any) and the Financing Party under any Financing Documents (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (g).

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

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project shall be condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $250,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee and the mortgagee under the Leasehold Mortgage (if any) and the Financing Party (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

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

(c) If the Company shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, all subject to the rights of the mortgagee under the Leasehold Mortgage (if any) and Financing Party under the Financing Documents (if any).

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

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

Section 9.3. Bondowner Approval. Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the owners of 100% of the principal amount of Bonds outstanding, subject and subordinate to the rights of the City and the Trustee pursuant to the Indenture, this Lease, the Deed of Trust and the Economic Development Agreement.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City from, agrees

that the City shall not be liable for and agrees to hold the City harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof; unless such loss is the result of the City's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry because of the Company's default hereunder or upon the cancellation or termination of this Lease for any reason other than the Company's purchase of the Project pursuant to **Article XI** hereof, the Company shall peacefully surrender possession of the Project to the City; provided, however, the Company shall have the right within 90 days (or such later date as the City may agree to) after the termination of this Lease to remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment. All buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and which are not so removed from the Project prior to the expiration of said period shall be the separate and absolute property of the City.

Section 10.3. Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during normal business hours and, except in the event of emergencies, upon not less than one Business Days' prior notice, subject to the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) to perform such work in and about the Project made necessary by reason of the Company's default under any of the provisions of this Lease, and (c) to exhibit the Project to prospective purchasers, lessees or trustees subsequent to an Event of Default.

Section 10.4. Granting of Easements; Leasehold Mortgages and Financing Arrangements.

(a) Subject to **Section 10.4(c)** and **(d)**, if no Event of Default under this Lease shall have happened and be continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, or (iii) incur Permitted Encumbrances. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the Company, unless such third party has actual or constructive notice that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will request the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (x) a copy of the instrument of grant, release or termination or of the agreement or other

arrangement, (y) a written application signed by an Authorized Company Representative requesting such instrument, and (z) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and the Deed of Trust and will be a Permitted Encumbrance. If no Event of Default shall have happened and be continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company, but, subject to **Sections 10.4(c)** and **(d)**, upon (i) termination of this Lease for any reasons other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The Company may mortgage the leasehold estate created by this Lease, with prior notice to but without the City's consent, provided and upon condition that:

(i) a duplicate original or certified copy or photostatic copy of each such mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof; and

(ii) such mortgage shall contain a covenant to the effect that the net proceeds of all insurance policies and the condemnation award shall be held, used and applied for the purposes and in the manner provided for in this Lease.

(c) The City acknowledges and agrees that the Company may finance and refinance its rights and interests in the Project, this Lease and the leasehold estate created hereby and, in connection therewith, the Company may execute Financing Documents with one or more Financing Parties. Notwithstanding anything contained to the contrary in this Lease, the Company may, at any time and from time to time, with prior notice to but without the consent of the City (i) execute one or more Financing Documents upon the terms contained in this **Section 10.4** and (ii) sublease or assign its interests in this Lease, the leasehold estate, any sublease and rights in connection therewith, and/or grant liens or security interests therein, to any Financing Party. Any further sublease or assignment by any Financing Party shall be subject to the provisions of **Section 13.1(c)** of this Lease.

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

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of such Financing Party;

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

(iii) the City shall serve upon each such Financing Party (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice

of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Financing Party;

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

(v) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of the Financing Parties under this **Section 10.4(d)** as to such other events of default;

(vi) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Financing Party and permitting such Financing Party a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Financing Party is diligently prosecuting such cure); provided that the Financing Party (or its designee, nominee, assignee or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(vii) the Financing Parties shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Financing Documents.

(e) In connection with the execution of one or more Financing Documents, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Financing Party and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Financing Documents. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officials, officers, agents and employees from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any Person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Deed of Trust, the Economic Development Agreement or the Indenture and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease, the Economic Development Agreement, the Indenture, the Deed of Trust or any related document related to the Bonds or the Project, (c) any contract entered into in connection with the approval, construction, purchase, equipping or installation of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence

of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) any violation of **Section 107.170** of the Revised Statutes of Missouri, and (g) any litigation, administrative or legal proceedings related to the approval, construction, purchase, equipping or installation of the Project; provided, however, the indemnification contained in this **Section 10.5** shall not extend to the City or Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are (i) the result of work being performed on the Project by employees of the City, or (ii) the result of gross negligence or willful misconduct by the City or the Trustee. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding, or the City or the Trustee may select counsel of their choice to represent them in any litigation, administrative or legal proceedings with the Company being responsible for all costs and expenses incurred, including attorneys fees and expenses. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

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

Section 10.7. Company to Maintain its Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another Person or permit one or more other Persons to consolidate with or merge into it, or may sell or otherwise transfer to one or more Persons all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee Person or Persons (a) expressly assumes in writing all the obligations of the Company contained in this Lease, and (b) is an entity controlled by, under common control with or controlling the Company.

Section 10.8. Security Interests.

(a) To secure the payment of all of the Company's obligations under this Lease, to the extent permitted by law and not provided to the contrary elsewhere in this Lease, the Trustee retains a security interest in all personal property consisting of the Project, including all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom.

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

Section 10.9. Environmental Matters, Warranties, Covenants and Indemnities Regarding Environmental Matters.

(a) As used in this Section, the following terms have the following meanings:

"**Environmental Laws**" means any now-existing or hereafter enacted or promulgated federal, state, local, or other law, statute, ordinance, rule, regulation or court order pertaining to (i) environmental protection, regulation, contamination or clean-up, (ii) toxic waste, (iii) underground storage tanks, (iv) asbestos or asbestos-containing materials, or (v) the handling, treatment, storage, use or disposal of Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act and The Resource Conservation and Recovery Act.

"**Hazardous Substances**" means all (i) "hazardous substances" (as defined in 42 U.S.C. §9601(14)), (ii) "chemicals" subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil or any fraction, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(b) The Company warrants and represents to the City and the Trustee that to the knowledge of the Company there are no conditions on the Project Site violating any Environmental Laws and no claims or demands have been asserted or made by any third parties arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site for any injuries suffered or incurred or allegedly suffered or incurred by reason of the foregoing.

(c) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any materially adverse environmental hazards or potentially materially adverse hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Project Site or the Project. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company. The Company will provide to the City for review only, any environmental assessment ("**Assessments**") and reports regarding the repair or remediation of environmental issues addressed in the Assessment ("**Reports**") concerning the Project Site and the Project Improvements; upon the completion of the City's review of the Assessments and the Reports, the City shall immediately return to the Company all originals and copies of the Assessments and Reports.

(d) The Company warrants and represents that the Company has provided the City and the Trustee with copies of all emergency and hazardous chemical inventory forms (hereinafter "**Environmental Notices**") that relate to the Project Site previously given, as of the date hereof, by the Company to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §11001 *et seq.*, or any other Environmental Laws. The Company will provide the City and the Trustee with copies of all Environmental Notices that relate to the Project Site subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986 or any other Environmental Laws. Such copies of subsequent Environmental Notices shall be sent to the City and the Trustee concurrently with their being mailed to any such governmental authority or agency.

(e) The Company will comply with and operate and at all times use, keep and maintain the Project and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Project or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company's business and in compliance with all applicable Environmental Laws.

(f) The Company agrees to indemnify, defend, protect and hold harmless the City and the Trustee from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising from (i) any release (as defined in 42 U.S.C. § 9601 (22)) or threat of a release, actual or alleged, of any Hazardous Substances, upon the Project or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Project, regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (ii) (A) any violation now existing or hereafter arising (actual or alleged) of, or any other liability under or in connection with, any Environmental Laws relating to or affecting the Project, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any Environmental Laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the Company or any third party or otherwise, (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any Hazardous Substances on or allegedly on the Project Site, or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements contained in this Section. This subsection (f) shall survive any termination of this Lease.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the Project at any time, upon payment in full of all Bonds then Outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, if any of the Bonds remain unpaid or provision for their payment shall not have been made in accordance with the terms of the Indenture, and shall specify therein the date of closing such purchase, which date shall be not less than 30 nor more than 180 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "**Remedies Notice**") following the occurrence and during the continuance of an Event of Default, the Company shall be deemed to have exercised its repurchase option under this Section on the 10th day following the Company's receipt of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by the City or the Trustee, as applicable. The Company may cause the City or the Trustee, as the case may

be, to rescind such exercise by providing written notice to the City and the Trustee on or prior to the 20th day after receiving the Remedies Notice and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including principal and interest to accrue to said redemption date and redemption expense; plus

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

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

(d) the sum of $1,000.

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

Section 11.2. Conveyance of the Project. At the closing of the purchase of the Project pursuant to this Article, the City will upon receipt of the purchase price deliver, or cause to be delivered, to the Company the following:

(a) If the Indenture shall not at the time have been satisfied in full, a release from the Trustee of the Project from the lien and/or security interest of the Indenture, the Deed of Trust and this Lease.

(b) Documents, including a special warranty deed, conveying to the Company legal title to the Project, as it then exists, subject to the following: (i) those liens and encumbrances, if any, to which title to the Project was subject when conveyed to the City; (ii) those liens and encumbrances created by the Company or to the creation or suffering of which the Company consented; (iii) those liens and encumbrances resulting from the failure of the Company to perform or observe any of the agreements on its part contained in this Lease; (iv) Permitted Encumbrances other than the Indenture, the Deed of Trust and this Lease; and (v) if the Project or any part thereof is being condemned, the rights and title of any condemning authority.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. The Company hereby agrees to purchase, and the City hereby agrees to sell, the Project (a) for the sum of $1,000 at the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) at least 30 days and not more than 90 days subsequent to the early termination of the Economic Development Agreement, in an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the Trustee.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "**Event of Default**" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent or Additional Rent, and such default shall continue for 10 days after the City or the Trustee has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default, provided that the Company (i) has commenced such cure within the 10-day period and (ii) diligently prosecutes such cure to completion); or

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

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

(d) The Company shall vacate or abandon the Project, or shall have been ejected from the Project or any material portion thereof by reason of a defect in title to the Project, and the same shall remain uncared for and unoccupied for a period of 90 days, or if the Company ceases operations at the Project Site or is permanently ejected from the Project Site; or

(e) The Company shall fail to (i) pay amounts due under the Economic Development Agreement or (ii) comply with the other material terms of the Economic Development Agreement, and such default referred to in clause (ii) shall continue for 30 days after the City, the Trustee or any other party to the Economic Development Agreement has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default; provided that the Company (A) has commenced such cure within such 30 day period, and (B) diligently prosecutes such cure to completion).

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

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable, as provided in the Indenture; or

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

(c) without terminating this Lease, re-enter the Project to take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, and having elected to re-enter or take possession of the Project without terminating this Lease, the City shall use reasonable diligence to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as the City may deem advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project by the City shall be construed as an election on the City's part to terminate this Lease, and no such re-entry or taking of possession by the City shall relieve the Company of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or any of its other obligations under this Lease, all of which shall survive such re-entry or taking of possession, and the Company shall continue to pay the Basic Rent and Additional Rent provided for in this Lease until the end of this Lease Term, whether or not the Project shall have been relet, less the Net Proceeds, if any, of any reletting of the Project after deducting all of the City's reasonable expenses in or in connection with such reletting, including all repossession costs, brokerage commissions, legal expenses, expenses of employees, alteration costs and expenses of preparation for reletting. Said Net Proceeds of any reletting shall be deposited in the Bond Fund. Having elected to re-enter or take possession of the Project without terminating this Lease, the City may (subject, however, to any restrictions against termination of this Lease in the Indenture), by notice to the Company given at any time thereafter while the Company is in default in

the payment of Basic Rent or Additional Rent or in the performance of any other obligation under this Lease, elect to terminate this Lease on a date to be specified in such notice, which date shall be not earlier than 30 days after re-entry under (c) above, and if all defaults shall not have then been cured, on the date so specified this Lease shall thereupon be terminated. If in accordance with any of the foregoing provisions of this Article the City shall have the right to elect to re-enter and take possession of the Project, the City may enter and expel the Company and those claiming through or under the Company and remove the property and effects of both or either (forcibly if necessary) without being guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant. The City may take whatever action at law or in equity which may appear necessary or desirable to collect rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Company under this Lease.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Bondowners that its obligations under this Lease shall survive the cancellation and termination of this Lease, for any cause, and that the Company shall continue to pay the Basic Rent and Additional Rent and perform all other obligations provided for in this Lease, all at the time or times provided in this Lease; provided, however, that upon payment of all Basic Rent and Additional Rent required under **Article V** hereof, and upon the satisfaction and discharge of the Indenture under **Section 1301** thereof, the Company's obligation under this Lease shall thereupon cease and terminate in full, except to the extent such obligations expressly survive the termination of this Lease.

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

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. The City agrees that neither the City nor the Trustee shall enforce any right or obligation hereunder (except for the City's or the Trustee's right to receive payments for their own account under the Indenture, the Lease, the Economic Development Agreement, the Deed of Trust or any other agreement related to the Bonds or for their rights of indemnification) if so directed in writing by the owners of 100% of the Outstanding Bonds.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any

covenant, agreement or undertaking by the Company, the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving City's right to exercise any of its rights and remedies provided for herein with respect to any such default or defaults of the Company which were in existence at the time such payment or payments were accepted by the City.

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

Section 12.8 Opportunity to Cure Defaults. With regard to any alleged default concerning which notice is given to the Company under the provisions of this Article, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy the default.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) Subject to **Sections 10.4(c)** and **(d)**, the Company shall have the right to assign, transfer, encumber or dispose of this Lease or any interest herein or part hereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

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

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

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee and in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project for any lawful purpose under the Act. No sublease of the Project shall release or discharge the Company from its primary liability for the payment of the Basic Rent and Additional Rent hereunder and the performance of each and all of the covenants and agreements herein contained, and its duties and obligations under this Lease shall continue as if no such sublease had been made. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease any interest in this Lease without the prior written consent of the City shall only apply to assignments made to any entity controlled by, under common control with or controlling the Company. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease, the Economic Development Agreement and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Economic Development Agreement and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease, the Economic Development Agreement or any agreement related to the issuance of the Bonds.

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

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

Section 13.4. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture and the Deed of Trust, it will not sell, assign, encumber, mortgage, transfer or convey the Project or any interest therein.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

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

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when (i) mailed by registered or certified mail, postage prepaid, or (ii) sent by overnight delivery or other delivery service which requires written acknowledgment of receipt by the addressee, addressed as follows:

(a) To the City:

City of Joplin, Missouri
602 S Main Street
Joplin, Missouri 64801
FAX
Attn: City Manager

(b) To the Company:

Joplin MO (3502 Enterprise) LLC
c/o InSite Real Estate, L.C.C.
1400 16th Street, Suite 300
Oak Brook, Illinois 60523
Attn: Chief Legal Officer

With a copy to:

Joplin MO (3502 Enterprise) LLC
c/o InSite Real Estate, L.C.C.
1400 16th Street, Suite 300
Oak Brook, Illinois 60523
Attn: Chief Financial Officer

(c) To the Trustee:

UMB Bank, N.A.
2 South Broadway, Suite 435
St. Louis, MO 63102-1713
ATTN: Corporate Trust Department

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

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

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amounts to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

CITY OF JOPLIN, MISSOURI

By: _____
Name:
Title: Mayor

ATTEST:

By: _____
Name:
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

BE IT REMEMBERED that on this ___ day of November, 2014, before me, the undersigned, a notary public in and for said county and state, came _____, Mayor of **CITY OF JOPLIN, MISSOURI**, a constitutional charter city duly authorized, incorporated and existing under and by virtue of the Constitution and laws of the State of Missouri, and _____, City Clerk of the City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires: _____

JOPLIN MO (3502 ENTERPRISE) LLC

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **SS.**
COUNTY OF _____)

BE IT REMEMBERED, that on this ___ day of November, 2014, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of **JOPLIN MO (3502 ENTERPRISE) LLC**, an Illinois limited liability company, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said corporation, and such officer duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____
Notary Public

My Appointment Expires: _____

EXHIBIT A

PROJECT

The proposed improvement is the construction of a 231,350 square foot warehouse/distribution center. The building will be 350' X 661' with column spacing at 50' X 50'. The building will have 24 dock doors, 1 oversized drive in ramp, and have 30' clear height to accommodate storage and potentially racking. The overall site will be able to accommodate a minimum of 56 onsite trailer parking positions.

EXHIBIT B

[FORM OF REQUISITION CERTIFICATE]

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF NOVEMBER 1, 2014, BETWEEN CITY OF JOPLIN, MISSOURI, AND UMB BANK, N.A., AS TRUSTEE, AND LEASE AGREEMENT DATED AS OF NOVEMBER 1, 2014, BETWEEN CITY OF JOPLIN, MISSOURI, AND JOPLIN MO (3502 ENTERPRISE) LLC

The undersigned hereby requests that a total of $_____ be paid for Project Costs (as defined in said Trust Indenture) in such amounts, to such payees and for such purposes as set forth on **Schedule 1** and **Schedule 2** attached hereto.

I hereby state and certify that: (i) the amounts requested are or were necessary and appropriate in connection with the purchase, construction, installation and equipping of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Construction Fund, and have been paid by the Company or are justly due to the persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Construction Fund and (ii) as of this date, except for the amounts referred to above, to the best of my knowledge, there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, construction, installation and equipping of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

JOPLIN MO (3502 ENTERPRISE) LLC

By: _____
Name:
Title:

SCHEDULE 1 TO REQUISITION CERTIFICATE

Amount	Payee and Address	Description	Amount

SCHEDULE 2 TO REQUISITION CERTIFICATE

ADDITIONAL PROJECT EQUIPMENT

Item (Description)	Serial or Identification Number

AGREEMENT REGARDING PAYMENTS IN LIEU OF TAXES

This Agreement Regarding Payments in Lieu of Taxes (the "Agreement") dated as November __, 2014 is among the **CITY OF JOPLIN, MISSOURI**, a home rule charter city and political subdivision of the State of Missouri (the "City"), **JOPLIN MO (3502 ENTERPRISE) LLC**, a limited liability company organized and existing under the laws of the state of Illinois (the "Company"), and **FIRST BANK**, a Missouri banking corporation (the "Lender").

RECITALS

A. Lender and the Company have entered into a construction loan agreement (collectively the "Financing Agreement") for the financing of certain real property and personal property that will be transferred to the City (the "Property").

B. The Financing Agreement will include a grant of an encumbrance and a security interest in the Property (the "Security Documents") by the Company in favor of Lender to secure the payment of the Company's obligations to Lender under the Financing Agreement.

C. The Company intends to transfer to the City title to the Property subject to the Security Documents.

D. The City will then grant to Company a leasehold estate in the Property under the terms of a Lease Agreement dated as of November 1, 2014 by and between the City and the Company (the "City Leases").

E. The Company also entered into that certain Performance Agreement dated as of April 1, 2014 (the "Performance Agreement") between the Company and the City, pursuant to which the Company has agreed to pay certain grants or payments in lieu of taxes (as defined in the Performance Agreement and defined herein as the "Grants") which would otherwise be due and payable with respect to the Property were it not owned by the City.

F. Company has requested that the City agree (i) to the grant of the security interest pursuant to the Financing Agreement and the Security Documents and the conveyance of the Property to the City subject to the security interest created under the Security Documents, and (ii) that the lien of such security interest is prior and superior to the City Lease, subject, however to the terms of this Agreement.

G. The Company and the City have requested that Lender consent to such conveyance and to the City Lease and to agree to the terms more fully set forth herein regarding payment and collection of the Grants.

AGREEMENT

NOW THEREFORE, Lender, the City and the Company, in consideration of these presents and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The City hereby consents to the conveyance of the Property to the City subject to the lien created by the Security Documents, and the City hereby agrees that, subject to the terms of this Agreement, the lien created by the Security Documents, and Lender's rights to the Property pursuant to the Financing Agreement and the Security Documents, are prior and superior to the City Leases.

2. Lender hereby consents to the conveyance of the Property to the City subject to the lien created by the Financing Agreement and the Security Documents. Lender further consents to any re-conveyance by the City to the Company pursuant to the terms of the City Lease.

3. Notwithstanding anything to the contrary contained within the Financing Agreement or any of the Security Documents, the following provisions shall control:

   (a) So long as the City Lease is outstanding, the Lender shall provide the City with written notice of any intended sale of the Property or any part thereof, or the exercise of any remedies, by Lender under the Financing Agreement or any of the Security Documents, simultaneously with any such notice given to the Company, such notice shall be given by certified mail addressed to City of Joplin, Missouri, 602 South Main Street, Joplin, Missouri 64801, Attention: City Manager.

   (b) Upon any sale of the Property or any part thereof, or the exercise of any remedies, by Lender under the Financing Agreement or any of the Security Documents, the proceeds of such sale or sales, or the exercise of any remedies, shall be applied as follows:

      1. First, to the City, the amount of all Grants due and owing under the Performance Agreement with respect to the Property for the year during which the proceeds have been received and any prior years;

      2. Second, to the Lender in satisfaction of any amounts owed by the Company to the Lender; and

      3. Third, to the Company pursuant to the City Lease or the Financing Agreement and Security Documents.

   (c) Lender acknowledges that as part of the City Lease and the Performance Agreement, the Company has agreed to make certain Grants. Lender agrees that for so long as the City owns the Property and the Property is not subject to property taxes, the lien of the Financing Agreement shall be subject and inferior to the lien of the City to the extent of any unpaid Grants that are to be paid in lieu of property taxes with respect to the Property.

4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid part were never included herein and the remainder of

this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

5. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts taken together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

6. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri applicable to contracts made and to be performed wholly within such state, without regard to choice or conflict of laws provisions.

7. The following notice is given to comply with §§ 432.045 and 432.047 of the Revised Statutes of Missouri:

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

THE COMPANY AND LENDER HEREBY AFFIRM THAT THERE IS NO UNWRITTEN ORAL CREDIT AGREEMENT BETWEEN THE COMPANY AND LENDER WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

8. Nothing contained in this Agreement shall in any way limit or modify the obligations of the Company to the Lender under the Financing Agreement or any of the Security Documents, including without limitation its obligation to pay (or reimburse Lender for) any property taxes or Grants that may be payable with respect to the Property (including to the extent any such amounts have been paid by Lender to the City pursuant to Section 3(b)(1) above).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as or the day and year first above written.

JOPLIN MO (3502 ENTERPRISE) LLC, an Illinois limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
) **ss.**
CITY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **JOPLIN MO (3502 ENTERPRISE) LLC**, an Illinois limited liability company ("Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Company, as his free and voluntary act and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this __ day of _____, 2014.

_____
Notary Public

[SEAL]

My Commission Expires: _____

CITY OF JOPLIN, MISSOURI

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) **ss.**
CITY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of the **CITY OF JOPLIN, MISSOURI** and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the governing body of the City of Joplin, Missouri as his free and voluntary act and as the free and voluntary act of City of Joplin, Missouri, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this __ day of _____, 2014.

_____
Notary Public

[SEAL]

My Commission Expires: _____

FIRST BANK, a Missouri banking corporation

By: _____
Name:
Title:

STATE OF _____)
) **ss.**
CITY OF _____)

I, the undersigned, a notary public in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that _____, personally known to me to be the _____ of **FIRST BANK**, a Missouri banking corporation ("Corporation"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by the Corporation, as his free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this __ day of _____, 2014.

_____
Notary Public

[SEAL]

My Commission Expires: _____

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 17, 2014

ITEM: Council Bill No. 2014-028 approving and authorizing payment of the jury award in the condemnation matter of City of Joplin v. Grande Tire Co., Inc.

ORIGINATING DEPARTMENT: Legal Department.
ATTACHMENTS: Council Bill No. 2014-028; Exhibit "A" (jury verdict form)

DEPARTMENT HEAD:	Peter C. Edwards PE	**DATE:** 11/12/14
CITY MANAGER:	Sam Anselm SD	**DATE:** 11/12/14
PUBLIC WORKS:	Nick Heatherly NH	**DATE:** 11-12-14
FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 11-12-14

INTRODUCTION:

This Council Bill approves and authorizes payment of the jury award for the City's acquisition of property owned by Grande Tire Company, Inc., at 20th & Maiden Lane in Joplin.

DISCUSSION:

Grande Tire Company appealed the Commissioners' Award. The subsequent jury trial resulted in an award of an additional Forty-Two Thousand, Six Hundred Twenty-Seven Dollars ($42,627.00), with interest that may be assessed by the Court. We recommend payment of these amounts into the Court to conclude the case and advise that an appeal is not warranted.

RECOMMENDATION:

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

PCE:ab
attachments

Verdict A

We, the undersigned jurors, assess the damages of defendant at

$ 125,000.00 ~ *(stating the amount).*

Note: All jurors who agree to the above must legibly sign or print their names below.

Raymond A. Brown

Bonnie Rogers

Shawn Smalley

Lori May

Heather Stephens

Dawn M Gomez

Cherie A Riley

Debra Durand

Sharda Sleppy

Exhibit "A"

COUNCIL BILL NO. 2014-028 ORDINANCE NO.

AN ORDINANCE approving and authorizing payment into the Circuit Court of Jasper County, Missouri, the amount of the jury award in the case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00315, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0520, to satisfy the jury award in the case related to the acquisition of right-of-way across property generally located at 20th & Maiden Lane, in Joplin, Jasper County, Missouri; and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri, commenced a condemnation action for the acquisition of certain real property for public use necessary for the final phase of the street widening improvements from 9th Street to 30th Street along Maiden Lane in the City of Joplin; and,

WHEREAS, on September 18, 2013, the Report of Commissioners was filed, setting the amount of compensation for the interest to be acquired from Grande Tire Co., Inc., in the total amount of Eighty-Two Thousand, Three Hundred Seventy-Three Dollars ($82,373.00); and,

WHEREAS, the property owner Grande Tire Co. Inc. requested that a jury determined damages; and

WHEREAS, on October 5, 2014, in a case styled City of Joplin, Missouri v. Grande Tire Co., Inc., et al, Case No. 13AO-CC00315, filed in the Circuit Court of Jasper County, Missouri, at Joplin, the jury returned an award of an additional Forty-Two Thousand, Six Hundred Twenty Seven Dollars ($42,627.00) due to the owners of Grande Tire Co., Inc.

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

Section 1. That payment of the jury award in the total amount Forty-Two Thousand, Six Hundred Twenty Seven Dollars ($42,627.00), plus any interest assessed by the Court, is hereby authorized and directed to be made to the Circuit Clerk of Jasper County, Missouri, from the Capital Improvement Sales Tax Fund, Account No. 145-4565-520-8105, Project No. TG-0520.

Section 2. That this Ordinance dealing with a public improvement is an emergency within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically, this constitutes an emergency because this street widening is a public improvement and interest accrues on a daily basis.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of Joplin City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: November 17, 2014

ITEM: Council Bill No. 2014-030 accepting and agreeing to the termination of the Site Development Agreement ("SDA") between the City, the JRC and SWJOMO Seniors, LLC.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2014-030; Exhibit (Termination Agreement)

DEPARTMENT HEAD:	Peter C. Edwards PCE ab	**DATE:** 11/12/14
CITY MANAGER:	Sam Anselm	**DATE:** 11/12/14
FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 11-12-14
PLANNING/C.D.	Troy Bolander T.B	**DATE:** 11-12-14

INTRODUCTION:

This Council Bill approves and accepts the termination of the Site Development Agreement ("SDA") between the City and SWJOMO Seniors LLC.

DISCUSSION:

On September 3, 2013, the Council of the City of Joplin approved an agreement for the Development of the Senior Transitional Living project located near the intersection of 26th and McClelland. In addition, SWJOMO Seniors LLC entered into nine (9) separate Option Agreements to purchase real estate for the project from the Joplin Redevelopment Corporation ("JRC").

With the proposed inclusion of CDBG-DR funding assistance for the Seniors Project, a close review of Wallace Bajjali's procurement of O'Reilly Development Co., LLC, and the subsequent formation of SWJOMO Seniors, LLC, revealed that this procurement did not follow HUD CDBG-DR guidelines. As a result, the Seniors Living and Transitional Living Project needs to be re-bid, and this requires termination of all existing agreements.

On November 11, 2014, the JRC was notified of SWJOMO Seniors LLC's intent and request to terminate all of the Agreements. The JRC accepted the termination and voted to terminate the SDA and Option agreements. This Council Bill approves the termination of the Site Development Agreement and approves the Termination Agreement attached hereto.

RECOMMENDATION:

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

PCE:ab
attachments

COUNCIL BILL NO. 2014-030 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance and agreement to allow the termination by the SWJOMO Seniors, LLC, of the Senior Transitional Housing Site Development Agreement (Seniors Site Development) for the redevelopment of property located at near the intersection of 26th Street and McClelland Boulevard, and the nine (9) option agreements for the purchase of real estate for the Seniors Project; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

WHEREAS, on September 3, 2013, the Council of the City of Joplin, Missouri approved Ordinance No. 2013-197 authorizing the execution of the Senior Transitional Housing Site Development Agreement ("SDA") between the City, the Joplin Redevelopment Corporation and SWJOMO Seniors, LLC.; and,

WHEREAS, this SDA was amended by the Council two (2) times; and,

WHEREAS, Wallace Bajjali's procurement of O'Reilly Development Co., LLC., did not comply with HUD CDBG-DR guidelines, and therefore, the project needs to be re-bid and all agreements related to the Seniors project terminated.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That SWJOMO Seniors' termination of the Senior Transitional Housing Site Development Agreement ("SDA") by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation relating to redevelopment of property located at or near the intersection of 26th Street and McClelland Blvd., with the nine (9) option agreements relating to the purchase of real estate for the Seniors Project, is hereby approved and accepted.

Section 2. That the City Manager is hereby authorized to execute said Agreement in a substantially similar form upon approval of the City Attorney, by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12(1)(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with the preservation of property, health, and safety and relating to public improvements, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically,

these agreements need to be terminated in order for the projects to be re-bid as soon as it is practical.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

By: _____
Michael L. Seibert, Mayor

ATTEST:

By:_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By:_____
Peter C. Edwards, City Attorney

TERMINATION AGREEMENT

This Termination Agreement ("Agreement") is entered into this _____ day of November, 2014, between SWJOMO Seniors, LLC ("Seniors"), and the City of Joplin, Missouri ("CITY") and the Joplin Redevelopment Corporation ("JRC"), hereinafter, the "Parties."

WHEREAS, CITY and JRC have retained Seniors in the capacity of developer for Senior Living Facilities in Joplin; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original SDA dated September 3, 2013, as amended thereafter dealt generally with the development of a Senior Living Facility at 26th and McClelland Blvd. in Joplin, as reflected in City of Joplin Council Bill No. 2013-011. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2700 McClellan Boulevard in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-021. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 1712 W. 27th Street in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-022. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2631 Cunningham in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-023. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2601 Cunningham in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-024. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 26th and McCoy in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-025. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2614 McCoy in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-026. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2630 McCoy in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-027. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 2617 Cunningham in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-028. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement; and,

WHEREAS, CITY and JRC received notice from Seniors that it was terminating and cancelling the Site Development Agreement with CITY and JRC on November 11, 2014. The original Option to Purchase Agreement dated January 14, 2014, as amended thereafter dealt generally with the development of a Senior Living Facility at 1722 W 27th Street in Joplin, as reflected in Certificate of Corporate Resolution of the Joplin Redevelopment Corporation, Inc., Resolution No. 2014-029. Seniors was given termination rights under that Agreement and has exercised those rights by notifying CITY and JRC of its termination of the Agreement.

WITNESSETH:

NOW THEREFORE, in consideration of the above premises and of the mutual covenants and promises herein contained, the adequacy of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. **Termination of Agreement.** The Site Development Agreement between SWJOMO Seniors, LLC and the City of Joplin, and JRC dated September 3, 2013, as amended thereafter, and the nine (9) aforementioned Option Agreements between Seniors and the JRC shall be terminated effective November 11, 2014.

2. **Choice of Law and Venue.** This Agreement is a Missouri contract, and shall be interpreted under Missouri law without regard to its conflict of laws provisions. Any dispute related to this Agreement or its application, interpretation or enforcement shall be brought only in the United States District Court for the Western District of Missouri, if that court possesses jurisdiction, or otherwise in the Circuit Court for the County of Jasper, Missouri.

3. **Non-Admission.** This Agreement is not an admission by either party that any action taken during the term of the Agreements referenced herein, or in connection with its termination, was wrongful.

4. **Entire Agreement and Severability.** This Agreement is the complete Agreement between the parties regarding its subject and supersedes all negotiations and representations regarding its terms. If any portion of this Agreement is held to be invalid, the remainder shall remain in full force and effect as if the invalid provisions were not included.

The Parties hereby execute this Agreement as of the date written below.

SWJOMO Seniors, LLC

By:_____

_____
Date

City of Joplin, Missouri

By:_____
Michael L. Seibert, Mayor

_____
Date

Joplin Redevelopment Corporation

By:_____
Gary Duncan, Chairman

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 17, 2014
Council Bill No. 2014-187

Item: Award of Construction Contract for the Sanitary Sewer Reconstruction & Repair – Green Zone Project

Originating Department: Public Works – Engineering

Attachments: 1) Project Map
2) Bid Tab
3) Council Bill No. 2014-187

Engineering: Dan Johnson DJH	Date 11-10-14
Department Head: Nicholas A. Heatherly NAH	Date: 11/10/14
Finance Department: Leslie Haase LH	Date: 11-11-14
City Attorney: Peter C. Edwards PE	Date: 11/11/14
City Manager: Samuel L. Anselm	Date: 11/11/14

Recommended Action: Approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $2,082,643.00 for Sanitary Sewer Reconstruction & Repair Project in the Green Area of the Tornado Zone.

Background: The May 2011 tornado caused damage to the City's sanitary sewer system. City staff has divided the entire storm zone into six areas including a "green area" in which State of Missouri DED funding can be used to rebuild damaged infrastructure. The sanitary sewer damage assessment, reconstruction, and repair project was included in a State of Missouri Department of Economic Development Office of Administration Rebuild Damaged Infrastructure Program agreement which was approved by Council in March of this year. In April of this year HDR Engineering was contracted to provide Design, project management, and construction inspection of the sanitary sewer project.

Discussion: In accordance with the City of Joplin's Procurement policies the project was advertised in the Joplin Globe Newspaper and on the city's website. Bids were opened on November 4, 2014 with 4 firms bidding and Rosetta Construction Co., Inc. provided the lowest bid. The low bid was below the Engineer's estimate.

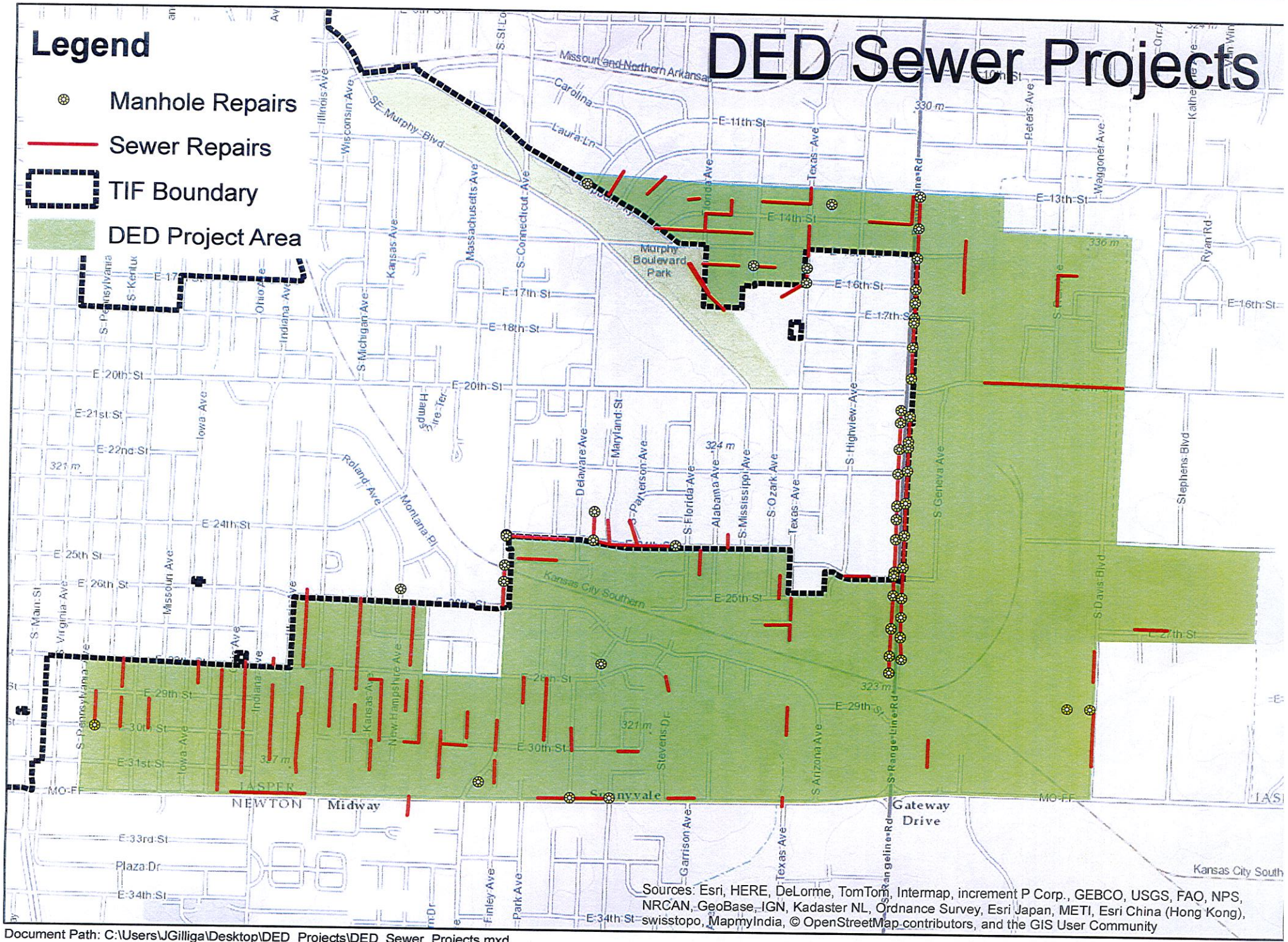
Recommendation: Staff recommends approval of a Construction Contract with Rosetta Construction Co., Inc. in the amount of $2,082,643.00 for Construction of the Sanitary Sewer Reconstruction & Repair Project in the Green Area of the Tornado Zone.

BID TABULATION

PROJECT: Sanitary Sewer in Tornado Green Area
DATE OF BID OPENING: November 4, 2014 10:00 a.m.

CONTRACTOR	BID
Ace Pipe Cleaning	2,102,860.70
SAK	4,891,485.00
Visu-Sewer	2,433,763.90
Rosetta	2,082,643.00

DED Sewer Projects



Document Path: C:\Users\JGilliga\Desktop\DED_Projects\DED_Sewer_Projects.mxd

Date: 11/7/2014

COUNCIL BILL NO. 2014- 187

ORDINANCE NO.

AN ORDINANCE approving a contract with Rosetta Construction for Two Million Eighty Two Thousand Six Hundred Forty Three and no/100 Dollars ($2,082,643.00) for construction of the Sanitary Sewer Reconstruction & Repair-Green Zone project; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014; and containing an emergency clause.

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

Section 1. Approval of a contract with Rosetta Construction for Two Million Eighty Two Thousand Six Hundred Forty Three and no/100 Dollars ($2,082,643.00) for construction of the Sanitary Sewer Reconstruction & Repair - Green Zone project in the City of Joplin, Jasper County.

Section 2. Upon the final approval and acceptance of the contractor's work under said contracts in writing by the Director of Public Works and their certification to that effect to the Director of Finance, said contractors shall be paid the sum due there under from Sanitary Sewer Maintenance Fund No. 415-4542-540-8680.

Section 3. That the Director of Public Works is hereby authorized to enter into an agreement on behalf of the City of Joplin with Rosetta Construction.

Section 4. That fiscal year 2014-2015 budgeted revenues and appropriations as adopted by Ordinance 2014-177 be amended by increasing revenues and appropriations by the total amount of Two Million Eighty-Two Thousand Six Hundred Forty-Three Dollars and No Cents ($2,082,643.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in revenues and appropriations.

Section 6. This ordinance is an emergency within the meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2015-2016 budget.

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

_____, 2014 by a _____ vote.

ATTEST:

_____
Michael L. Seibert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the 415-4542-540-8680 Fund No. GSTA10 to pay the amount called for in said Agreement.

_____

Leslie Haase, Director of Finance

COUNCIL BILL NO. 2014-623 ORDINANCE NO.

AN ORDINANCE approving a Purchase Order to be issued to SunGard OSSI to cover the annual support payment for the Public Safety and Financial software and related systems as budgeted in the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-520 on October 20, 2014; and containing an emergency clause.

WHEREAS, SunGard has been the City's primary software provider for more than 14 years; and,

WHEREAS, in the FY2015 budget process, Council approved and budgeted funds to cover the annual support payment for technical activities.

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

Section 1. That a Purchase Order issued to SunGard OSSI covering the annual support payment for the Public Safety and Financial software and related systems, be and the same is, hereby approved.

Section 2. That Fiscal Year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-520 and reflected an appropriation in the total amount of Three Hundred Fourteen Thousand, One Hundred Twenty-Six Dollars, Ninety-One Cents ($314,126.91) for payment of support for technical activities.

Section 3. That the City hereby declares this Ordinance, being an ordinance dealing generally with payment of current city government expenses, to be an emergency within the meaning of Section 2.12(3) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Ordinance approves an appropriation that is budgeted with payment due on November 1, 2014.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert , Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **Joplin** City Council Agenda Item

Requested Council Meeting Date: November 17, 2017

ITEM: COUNCIL BILL 2014-624

ORIGINATING DEPARTMENT: FIRE DEPARTMENT
ATTACHMENTS: Council Bill No. 2014- 624

INTERIM FIRE CHIEF JAMES FURGERSON: **DATE:** 11-10-14
CITY MANAGER SAM ANSELM: **DATE:** 11/11/14
CITY ATTORNEY PETER EDWARDS: **DATE:** 11/11/14
FINANCE DIRECTOR LESLIE HAASE: **DATE:** 11-11-14

BACKGROUND:
In 2006 the citizens of Joplin voted on and passed the Public Safety Sales Tax. One of the projects listed was a Public Safety Training Center. We have begun the process of designing and preparing to for construction of the training center. One of the key pieces is the Fire and Police training tower. In order to effectively utilize the training tower, fire training simulators are needed for the building. These props will simulate life like fire conditions ranging from a couch or a kitchen fire, an attic fire and a flashover simulator all conditions which our fire fighters could face in a real fire situation. To address the training needs of the fire department, a four story training tower complete with burn rooms is to be constructed to provide a realistic and safe training environment to both new hire firefighters and our current staff. Additionally the construction and use of this training tower will aid in addressing a short fall which was noted in our 2003 ISO rating and will help us in working to maintain or improve our future ISO ratings.

DISCUSSION:
These props will be built, designed and installed by Pro-Safe Fire Training Systems Inc. They will be constructed using heavy duty stainless steel and will be installed in the training tower in three separate burn rooms. This installation includes the controls for actually controlling the fire and backup safety systems such as fail-safe valves, temperature monitoring systems, and ventilation and exhaust systems. This bid also includes maintenance, support and training for our personnel that will be operating the props.
In September of 2014 bids were taken for the design and construction of interior gas burn props for the training tower. Pro-Safe Fire Training Systems Inc. was the lowest and best bid and met the City's bid specification. The funding for this portion of the training tower was included as a project in the 2013-2014 adopted city budget.

RECOMMENDATION:
Due to ongoing construction and to keep the project moving and to lock in the current bid of $289,000.00. Staff recommends approval of this Council Bill on an emergency basis.

COUNCIL BILL NO. 2014-624 ORDINANCE NO.

AN ORDINANCE authorizing and approving the City of Joplin to purchase Pro-Safe Fire burn props, for the amount of Two-Hundred Eighty Nine Thousand dollars and Zero Cents ($289,000) authorizing the City Manager to execute a Purchase Order by and on behalf of the City of Joplin; and, containing an emergency clause.

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

Section 1. That the purchase of the Pro-Safe Fire burn props from Pro-Safe Fire of Ontario, Canada by the City of Joplin, Missouri, for the amount of Three Hundred Fifty-Nine Thousand and One Hundred Sixty Dollars, Zero Cents ($289,000) be and the same is, hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute said Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance, dealing generally with public safety and a current expenditure of the City of Joplin, is an emergency within the meaning of Section 2.12(1)(3) of the Home Rule Charter of the City of Joplin, Missouri, and, as such, shall be in full force and effect immediately from and after its adoption and approval. Specifically this ordinance approves a purchase of materials and equipment that are to be included in the Public Safety Training Center, and is needed to avoid delays in construction.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a _____ vote.

_____
Michael Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Fire Training center building acquisitions Fund Account No. 001-6275-510-8005, to pay the amounts called for on the basis of the lowest and best bid received by the Fire Department.

_____

Leslie Haase, Finance Director

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #:_2014-030_____ BID ITEM DESCRIPTIOI Interior Gas Fire Props

BID OPENING DEADLINE:_____ 9/18/2014 DEPARTMENT:_____Fire_____

REQUISITION NUMBER:_____ DATE & TIME OPENED 9/18/2014 1000

OPENED BY:_Chief Jim Furgerson_____ WITNESSED BY:_Training Chief Andy Nimmo

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Fire Blast 451	18-Sep	Jessica Khuehl	918-277-8319	N	$355,100.00
Draeger	17-Sep	Jeff Skiba	720-552-7631	N	$392,634.00
Pro-Safe Fire	15-Sep	Gordon Seehauer	905-337-8137	N	$289,000.00

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****

Pro-Safe Fire Training Systems Inc.
940 Winston Churchill Blvd.
Oakville, ON, Canada L6J 7X5
Phone 905-337-8137 Fax 905-842-0011
www.prosafefire.com

City of Joplin Bid # 2014-30 Interior Gas Fired Training System for Training Building

September 15, 2014

Joplin Fire Department
Training Division
303 E. 3rd Street
Joplin, MO 64801

Dear James Furgerson, Interim Fire Chief

We are pleased to provide you with this proposal in response to the City of Joplin Bid entitled "Interior Gas Fired Training System for Training Building".

Pro-Safe has included all gas simulator requirements in this scope of work and we have extensive experience installing our props into WHP towers. We have consulted with WHP and are fully aware of the layout of the tower.

Tower Burn System Standard Features:

- PLC controlled operator touch screen control panel
- Propane detection system
- Safe low pressure propane gas system
- High temperature sensors and monitoring
- Remote and local emergency shutdowns
- Dual dead-man safety system
- Ventilation system (air make-up/exhaust)
- 60,000 CFM Smoke machine
- Complete Operations and Maintenance manuals
- 1 Day of training for 10 operators

Base Tower Burn System **$128,000.00**
Including a Bedroom burn prop representing a double bed, PLC touch screen control system, positive and negative ventilation, safety system including propane and temperature sensors and emergency stops in one lined 1st floor burn room.

Second Burn Room **$ 49,000.00**
Install a Kitchen burn prop including a stove, counter, and upper cabinets within a lined burn room including positive and negative ventilation, safety system including propane and temperature sensors and emergency stops.

Third Burn Room **$ 49,000.00**
Install an Attic burn prop within a lined attic burn room including positive and negative ventilation, safety system including propane and temperature sensors and emergency stops.

Flashover/Rollover Prop **$ 31,000.00**
Installed within a lined ceiling area of the hallway outside the second floor burn room.

Flashover/Rollover Prop **$ 22,000.00**
Installed above the bedroom prop.

Wireless Controls **$ 10,000.00**
Includes robust wireless pistol grip control pendant with dead-man trigger, E-stop, fireplace controls, smoke and ventilation controls.

Total for Interior Fire Props.....$289,000.00US

TRAINING TODAY'S HEROES.

Pro-Safe Fire Training Systems Inc.
940 Winston Churchill Blvd.
Oakville, ON, Canada L6J 7X5
Phone 905-337-8137 Fax 905-842-0011
www.prosafefire.com

City of Joplin Bid # 2014-30 Interior Gas Fired Training System for Training Building

Please Note:

- All taxes, duties and/or additional charges are not included in this quote.
- This quote is valid for 90 days.
- Burn rooms must be lined properly, prices do not include high temperature lining.
- Adequate gas and electrical supply must be provided at the tower.
- FOB , Joplin, MO
- **Delivery:** 120 days after award

Preferred Terms:
25% deposit, 50% due prior to shipping, 25% due following installation & training.

Pro-Safe can work with the City of Joplin to establish an acceptable set of terms.

Pro-Safe also offers a 1% discount for terms of 75% deposit and 25% after delivery, installation & training.

Respectfully,



Gordon Seehaver
Director of Project Management
Pro-Safe Fire Training Systems Inc.
Phone: 1-905-337-8137 Fax: 1-905-842-0011
Email: goseehaver@prosafefire.com

FIREBLAST GLOBAL

Bid Sheet

City of Joplin
Interior Gas Fired Training System for Training Building
Bid# 2014-30

Company Name: Fireblast Global

Company Address: 545 Monica Circle

City/State/Zip: Corona, CA 92880

Telephone Number: (951) 277-8319

Contact Person: Jessica Kuehl

Total Bid Amount: $355,100.00

*Excludes taxes, permits, bonds, special certification or requirements.

Draeger Safety Inc.
Engineered Solutions

City of Joplin, MO – Interior Gas Fired Training System
Section 2 – Pricing Pages

Draeger Safety Inc. Firm Proposal

CUSTOMER:	Joplin Fire Department	**DATE:**	September 17, 2014
ADDRESS:	303 E. 3rd Street	**QUOTE #:**	#13.200.0040
CITY, STATE:	Joplin, MO		
ZIP CODE:	64801		
ATTENTION:	James Furgerson	**PHONE:**	417-624-0820
TITLE:	Interim Fire Chief	**FAX:**	
E-MAIL ADDRESS:		**Cell:**	
REFERENCE:	Bid Package #2014-30	**PSS:**	Jeff Skibba
DELIVERY INFO:	16 to 22 weeks after award of contract and notice to proceed, subject to existing order backlog at order entry.	**RSM:**	Thad Lemons

Item	Qty	Draeger Part #	Description	Unit Price	Extension
CLASS B PROP #1 – KITCHEN Prop – Base Prop + Options					
1	1		First Interior Live Fire Trainer – Second Floor Kitchen *2 fires are included – stove and counter top, each with two levels of fire (hi/low)* *Includes Wireless Pendant Control (shared with attic and hallway rollover)* *Includes integrated smoke machine (shared with attic and hallway rollover)* *Includes control panel with 12" color touchscreen (shared with attic and hallway rollover)*	$ 156,933.00	
2	1		**OPTIONAL** – Spill Fire		$ 8,552.00
3	1		**OPTIONAL** – Hood/Canopy Fire		$ 7,978.00
4	1		**OPTIONAL** – Roll-Over Fire		$ 7,844.00
CLASS B PROP #2 – HALLWAY ROLLOVER Prop					
5	1		Second Interior Live Fire Trainer – Second Floor Hallway Rollover *1 fire is included with one level (on/off – bursts)* *Includes Wireless Pendant Control (shared with kitchen and attic)* *Includes integrated smoke machine (shared with kitchen and attic)* *Includes control panel with 12" color touchscreen (shared with attic and hallway rollover)*	$ 14,195.00	
CLASS B PROP #3 – ATTIC Prop					

Confidential and Proprietary
No release without written authorization from Dräger

6	1	Third Interior Live Fire Trainer – Third Floor Attic *1 fire is included with two levels of fire (hi/low)* *Includes Wireless Pendant Control (shared with kitchen and hallway rollover)* *Includes integrated smoke machine (shared with kitchen and hallway rollover)* *Includes control panel with 12" color touchscreen (shared with attic and hallway rollover)*	$ 26,388.00

CLASS B PROP #4 – MULTI Prop – Base Prop + Options

7	1	Fourth Interior Live Fire Trainer – Third Floor Bedroom (Multi-Prop) *2 fires are included – base fire (bed) and wall fire, each with two levels of fire (hi/low)* *Includes couch back and arms for additional training scenarios* *Includes dedicated Wireless Pendant Control* *Includes dedicated integrated smoke machine* *Includes dedicated control panel with 12" color touchscreen*	$ 180,278.00
8	1	**OPTIONAL** – Roll-Over Fire	$ 7,844.00

NRTL Inspection and Approval

9	1	System Field Approval by CSA International	$ 14,840.00

Total Price – **Excluding Options** $ 392,634.00

Notes

1) All funds are in USD.
2) Customs and Duties are included where applicable.
3) Bonding price, if required, not included
4) Local, State, or Federal Taxes are not included
5) Freight Prepaid and Charged
6) Terms of payment are Net 30 Days after date of invoice.
7) Preferred Project Partial Invoicing:
   a. 25% of total project price will be invoiced on notice to proceed,
   b. 50% of total project price will be invoiced when equipment is shipped
   c. 25% will be invoiced when installation and training is complete and system is handed over.
8) Offer valid for 90 days from date of proposal.
9) All necessary permits (gas & electrical), insurance, bonding to be covered by the city (excluded from our quote)
10) No prevailing wages are covered

Authorized Signature:

Name: Jeff Skibba
Title: Product Sales Specialist

Draeger Safety, Inc.
Engineered Solutions
101 Technology Dr.
Pittsburgh, PA. 15275

Toll Free: 1-800-858-1737
Phone: 1-412-787-8383
Fax: 1-412-787-2207
www.draeger.com

Confidential and Proprietary
No release without written authorization from Dräger

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 17, 2014
Council Bill No. 2014-625
Item: Purchase of Property for future Route 66/Broadway Avenue attraction

Attachments: 1) Purchase Contract
2) Council Bill No. 2014-625

Department Head:	Patrick Tuttle	Date: 11/12/14
Finance Department:	Leslie Haase	Date: 11-12-14
City Attorney:	Peter C. Edwards	Date: 11/13/14
City Manager:	Samuel L. Anselm	Date: 11/13/14

Introduction:
This Council Bill seeks permission from Council for the purchase of property at 1111 Broadway Avenue from Jimmy L. Pearish for a future Route 66/Broadway Avenue tourism attraction.

Background: As part of the Joplin Convention & Visitors Bureau's effort to enhance Joplin's Route 66 corridor, the purchase of this property is for a future tourism attraction. This land is adjacent to property already owned by the City of Joplin in the block between School and Michigan Avenues, on the north side of Broadway Avenue.

Summary: Staff has reached an agreement with Jimmy L. Pearish for the purchase of the property at 1111 Broadway Avenue, as a future site of a Route 66/Broadway Avenue attraction for Six Thousand Five Hundred Dollars, ($6,500.00). This is within the appraisal range for this acquisition.

Recommendation: Staff recommends approval for payment of $6,500 for the purchase of property at 1111 Broadway Avenue.

COUNCIL BILL NO. 2014-625 **ORDINANCE NO.**

AN ORDINANCE approving Council Bill 2014-625, dealing generally with the purchase of property located at 1111 Broadway Avenue for payment of Six Thousand Five Hundred Dollars ($6,500.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

WHEREAS, Jimmy L. Pearish is the legal owner of property at 1111 Broadway Avenue, Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved the development of a Route 66/Broadway Avenue tourism attraction.

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

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

Section 1. That the City of Joplin approve the purchase of property at 1111 Broadway Avenue, legally described as:

"All of Lots Numbered Six (6) of Block Six (6) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plate thereof"

in the amount of Six Thousand Five Hundred Dollars ($6,500.00). Payment will be made from account #105-4001-560-8105 Project SC0101.

Section 3. That the City Manager is hereby authorized to execute the real estate contract and closings documents that are required for the closing on the real estate.

Section 4. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Six Thousand Five Hundred Dollars and No Cents ($6,500.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

COUNCIL BILL NO. 2014-625 **ORDINANCE NO.**

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

_____, 2014 by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2014, by and between **Jimmy L. Pearish**, hereinafter referred to as the **"Seller"** and **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

> All of Lots Numbered Six (6) of Block Six (6) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plate thereof.

2. PURCHASE PRICE & CONSIDERATION. The purchase price to be paid by the Buyer therefore is Six Thousand Five Hundred ($6,500.00). The purchase price shall be payable at closing in cash or by cashier's check. The parties agree that the performance of this agreement and the purchase price and other consideration described herein is offered and accepted as just compensation for the acquisition of real property.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Warranty Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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

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

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and other restrictions, covenants, conditions, encumbrances and easements of record. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Abbey Title Company, Joplin, Missouri, on or about November 24, 2014, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs.

6. POSSESSION & RECONSTRUCTION. No later than ninety (60) days after closing, Seller shall vacate the improvements.

7. HAZARDOUS MATERIALS. Prior to the Closing Date, that City will have the option to inspect and assess the property for the existence of any hazardous materials or contamination on the property or in the sub-surface area below the property. If the inspection or assessment reveals the existence of any hazardous materials or contamination, the City will have the absolute and unconditioned right to terminate this Agreement.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

10. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances, except as set forth in Section 4 above.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or

advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the Seller for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. TITLE COMMITMENT. Buyer will obtain a title commitment and if the title is not good and marketable and Seller cannot remedy the problem, Buyer can terminate the contract. Buyer shall obtain the title commitment within thirty (30) days of the date first written above and shall notify Seller within those thirty (30) days of any problem, and if said problem is not resolved to the satisfaction of either party within twenty (20) days of notification, either party may terminate the contract.

13. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

14. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

15. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

16. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

17. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

18. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

19. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

20. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____ _____

Samuel L. Anselm, City Manager Jimmy L. Pearish

"BUYER" **"SELLER"**

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: November 17, 2014
Council Bill No. 2014-626
Item: Purchase of Property for future Route 66/Broadway Avenue attraction

Attachments: 1) Purchase Contract
2) Council Bill No. 2014-626

Department Head:	Patrick Tuttle	Date: 11/12/14
Finance Department:	Leslie Haase	Date: 11-12-14
City Attorney:	Peter C. Edwards	Date: 11/12/14
City Manager:	Samuel L. Anselm	Date: 11/13/14

Introduction:
This Council Bill seeks permission from Council for the purchase of property at 1109 Broadway Avenue from Larry and Sharon Carlisle for a future Route 66/Broadway Avenue tourism attraction.

Background:
As part of the Joplin Convention & Visitors Bureau's effort to enhance Joplin's Route 66 corridor, the purchase of this property is for a future Tourism Attraction. This land is adjacent to property already owned by the City of Joplin in the block between School and Michigan Avenues, on the north side of Broadway Avenue. On this property is a 100 year old garage structure that will be retained and incorporated into the Route 66 projects. Americana being a major attraction of Route 66 travelers, the structure will offer a unique palate to build upon.

Summary:
Staff has reached an agreement with Larry and Sharon Carlisle for Twelve Thousand Dollars, ($12,000.00). This is within the appraisal range for this acquisition.

Recommendation:
Staff recommends approval for payment of $12,000 for the purchase of property at 1109 Broadway Avenue.

COUNCIL BILL NO. 2014-626 **ORDINANCE NO.**

AN ORDINANCE approving Council Bill 2014-626, dealing generally with the purchase of property at 1109 Broadway Avenue, for the payment of Twelve Thousand Dollars ($12,000.00); and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2014-2015 as adopted by Ordinance 2014-177 on October 20, 2014, and containing an emergency clause.

WHEREAS, Larry J. Carlisle, and Sharon R. Carlisle are the legal owners of property at 1109 Broadway Avenue, Joplin, Jasper County, Missouri and;

WHEREAS, the Council of the City of Joplin approved the development of a Route 66/Broadway Avenue tourism attraction.

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

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

Section 1. That the City of Joplin approve the purchase of property at 1109 Broadway Avenue, legally described as:

"All of Lots Numbered Four (4) and Five (5) of Block Six (6) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plate thereof."

in the amount of Twelve Thousand Dollars ($12,000.00). Payment will be made from account #105-4001-560-8105 Project SC0101.

Section 3. That the City Manager is hereby authorized to execute the real estate contract and closing documents that are required for the closing on the real estate.

Section 4. That fiscal year 2014-2015 budgeted appropriations as adopted by Ordinance 2014-177 be amended by increasing appropriations by the total amount of Twelve Thousand Dollars and No Cents ($12,000.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

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

COUNCIL BILL NO. 2014-626 **ORDINANCE NO.**

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

_____, 2014 by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2014, by and between **Larry J. Carlisle., and Sharon R. Carlisle**, hereinafter referred to as the **"Seller"** and **CITY OF JOPLIN, MISSOURI,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Buyer".**

WITNESSETH:

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, the real estate described as follows:

> All of Lots Numbered Four (4) and Five (5) of Block Six (6) in EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plate thereof.

2. PURCHASE PRICE & CONSIDERATION. The purchase price to be paid by the Buyer therefore is Twelve Thousand ($12,000.00). The purchase price shall be payable at closing in cash or by cashier's check. The parties agree that the performance of this agreement and the purchase price and other consideration described herein is offered and accepted as just compensation for the acquisition of real property.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyers by Warranty Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

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

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

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and other restrictions, covenants, conditions, encumbrances and easements of record. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. If the title is deemed good, the closing of this contract shall take place at the offices of Abbey Title Company, Joplin, Missouri, on or about November 24, 2014, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all recording fees and closing costs.

6. POSSESSION & RECONSTRUCTION. No later than ninety (60) days after closing, Seller shall vacate the improvements.

7. HAZARDOUS MATERIALS. Prior to the Closing Date, that City will have the option to inspect and assess the property for the existence of any hazardous materials or contamination on the property or in the sub-surface area below the property. If the inspection or assessment reveals the existence of any hazardous materials or contamination, the City will have the absolute and unconditioned right to terminate this Agreement.

8. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

9. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

10. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Special Warranty Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances, except as set forth in Section 4 above.

2. Execute, acknowledge and deliver to Buyer such documentation as may be reasonably required to confirm the power and authority of the Seller to execute and deliver this Contract and all other documents necessary or

advisable to consummate the transactions contemplated under this Contract.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the Seller for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

11. DEFAULT.

a) Seller's Breach: If all conditions precedent to said closing have been satisfied, and Seller refuses to close, then Seller shall pay unto Buyer, all Buyer's reasonable out-of-pocket costs associated with the purchase, such as surveying, engineering, etc., and Buyer shall have no further recourse against Seller.

b) Buyer's Breach: If Buyer fails to perform its obligations under this Contract, after all conditions precedent have been satisfied, the Buyer shall pay unto Seller, its out-of-pocket expenses such as title work, surveying, engineering, etc., and Seller shall have no recourse.

12. TITLE COMMITMENT. Buyer will obtain a title commitment and if the title is not good and marketable and Seller cannot remedy the problem, Buyer can terminate the contract. Buyer shall obtain the title commitment within thirty (30) days of the date first written above and shall notify Seller within those thirty (30) days of any problem, and if said problem is not resolved to the satisfaction of either party within twenty (20) days of notification, either party may terminate the contract.

13. SURVIVAL. Seller's and Buyer's representations and warranties set forth in this Contract shall be continuing and shall be true and correct on and as of the date of closing with the same force and effect as if made at the time. Each Party's covenants, warranties, and representations shall survive closing and shall not be affected by delivery of deed or any other closing documents or by any investigation, verification or approval by Buyer or by anyone on behalf of Buyer.

14. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

15. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

16. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

17. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

18. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

19. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

20. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a
Missouri Municipal Corporation

By_____

Samuel L. Anselm, Interim City Manager

"BUYER"

_____

Larry J. Carlisle.

_____

Sharon R. Carlisle

"SELLER"

Attest:

By_____

Barbara Hogelin, City Clerk

Approved as to Form:

By_____

Peter C. Edwards, City Attorney