INFORMAL AGENDA

September 3, 2013

5:15 p.m.

1. Discussion of Gary & Donna Hall sign – Chris Cotten
2. Presentation on fats, oil and grease (F. O. G.) initiative. - Lynden
3. Any other business

Amended Agenda August 30, 2013 COUNCIL A G E N D A

September 3, 2013

6:00 P.M., Council Chambers

General Council Members	MAYOR	Zone Council Members
Mike Woolston	Melodee Colbert-Kean	Gary Shaw
Morris Glaze		Melodee Colbert-Kean
Bill Scearce (Mayor ProTem)		Dr. Benjamin D. Rosenberg
Jack Golden		Michael Seibert
Trisha A. Raney		

1. **Call to Order**
   Invocation
   Pledge of Allegiance

2. **Roll Call**

3. **Presentations**

4. **Finalization of Consent Agenda**

5. **Reports and Communications**

6. **Citizen Requests and Petitions**

7. **Public Hearings**

   Public Hearing Procedures

   1. COUNCIL BILL NO. 2013-292 - AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri. Requested by Kyle Denham. Planning and Zoning recommended tabling to their September meeting).

   2. COUNCIL BILL NO. 2013-293 - AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri. Requested by Kyle Denham. Planning and Zoning recommended approval).

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. 2013-294 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from Districts R-3, C-3, and M-2 and including in District C-2 property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue in the City of Joplin, Jasper County, Missouri. (Requested by Lt, James Curry. The Salvation Army. Planning and Zoning recommended approval).

4. COUNCIL BILL NO. 2013-295 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located at 3222 South Garrison Avenue in the City of Joplin, Newton County, Missouri. (Requested by Thomas Nguyen. Planning and Zoning recommended rezoning to District C-1-PD).

8. Consent Agenda

1. Minutes of the August 19, 2013 meeting

2. COUNCIL BILL NO. 2013-006 -AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

3. COUNCIL BILL NO. 2013-296 - AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2013-011 - AN ORDINANCE approving the Senior Transitional Housing Site Development Agreement by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation, for the redevelopment of property located at near the intersection of 26th Street and McClelland Blvd.; authorizing the City Manager to execute said Predevelopment Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2013- 220 - AN ORDINANCE approving a contract with CE Contracting Inc. in the amount of Two Hundred Ninety Six Thousand Six Hundred Twenty Five and 45/100 Dollars ($296,625.45) for the 20th Street Transit Pedestrian and Bicycle Upgrade project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

3. COUNCIL BILL NO. 2013-221 - AN ORDINANCE approving the purchase of right of way and easements from property at 1405 E. 20th Street, consisting of Part of Lots Numbered Twenty-Four (24) and Twenty-Five (25) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Fifty Thousand Fifty and 00/100 dollars ($50,050.00) and containing an emergency clause.

4. COUNCIL BILL NO. 2013-624 - AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Hundred Fifty-Nine Thousand Eight Hundred Seventy-One Dollars and No Cents ($159,871.00) for the Route 66 Mural Park construction in the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, and containing an emergency clause.

11. Ordinances – First Reading

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1.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, 2012, more specifically for the purpose of evaluating certain Council employees. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Notice posted at 4:30p.m. on this the 29 day of August, 2013. (RSMo 610.020)

INFORMAL NOTES

August 19, 2013

Request of Council for support for Historic Murphysburg – Matt Wright	Pete Ramsour asked Council for a letter of support to apply for CLG grant. Council gave their endorsement to apply for the grant.
Letter of support for Newton County bridge project within the city limits of Joplin.	Sam Anslem, Asst. City Manager asked Council for letter of support to replace the low water bridge within within the city limits of Joplin. He said the new bridge would be elevated and the old bridge might be used for trails. Council consented.
Appointments/Reappointment to Boards and Commissions	Appointments/Reappointments to Boards and Commissions Reappointments: Design Review: Michelle Hagan; JIDA: Michael Johnson; Tax Increment Finance; Joplin Sports Authority: Phil Metz; Personnel: Kerri Brooks; Appointments: ADA Accessibility Committee: Karissa Thayer; Airport Board: Tim Forker; Capital Improvement Oversight Committee: Thomas Beisner; CVB: Denise Dubois; Joplin Redevelopment Corporation: Fred Osborn; Joplin Sports Authority: Cathy Welch; Planning and Zoning: Pete Ramsour; Solid Waste: Stephanie Campbell; Traffic Commission: Ervin Wilson.

PUBLIC HEARINGS

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-292
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 8/23/2013
City Attorney: Brian Head Date: 8-26-13
City Manager: R. Mark Rohr Date: 8-16-13
Board or Commission: Planning and Zoning Commission Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended tabling to their September meeting by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 052-13: Beginning at the north 7th Street right-of-way line north 150 feet between Picher and Gray Avenues – A request for the vacation of a 20 foot wide public alley – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This is the final portion of an alley that once ran between 6th and 7th Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons. The school will have better control on the traffic flow by vacating the public alley.

The vacation request will complete the vacation of the remaining portion of the alley between 6th and 7th Streets and between Picher and Gray.

Staff recommends approval of Case 052-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing the Joplin Public Schools. He requested tabling Case 052-13 to the September meeting, in that he needs to determine how much of the existing alley has been vacated previously. There may be another area where some utility easements may need to be vacated.

PUBLIC COMMENT:
None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 052-13:

A request for the vacation of a 20 foot wide public alley.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: North of 7th Street between Picher and Gray

EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Alley	20' x 150'

REASON FOR VACATION:

This is the final portion of an alley that once ran between 6th and 7th Streets between Picher and Gray. The other portion of the alley was vacated in 1927. This remaining portion of the alley is narrow and the school would like to direct traffic onto Picher for safety reasons. The school will have better control on the traffic flow by vacating the public alley.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes

DISCUSSION:

The vacation request will complete the vacation of the remaining portion of the alley between 6th and 7th Streets and between Picher and Gray.

Staff recommends approval of Case 052-13.

ENCLOSURES: None

RECEIVED
6-18-13

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.: 052-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent: 7-29-13
Public Hearing Date: 8-12-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624-4004

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☐

Alley Vacation ☒

Utility vacation ☐

Other (Please specify) _____

III. Legal Description of area requested to be vacated: PARTIAL ALLEY BETWEEN PICHER AND GRAY, NORTH OFF 7TH WEST OF WEST CENTRAL ELEMENTARY SCHOOL. SEE ATTACHED DRAWING

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.

   NO, JOPLIN SCHOOLS OWNS ALL OF THE PROPERTY ON BOTH SIDES OF THIS ALLEY

2. The vacation will not cause the public to suffer a loss or inconvenience.

   ~~No~~

3. In justice to the applicant(s) the vacation should be granted.

   VACATING THIS ALLEY WOULD ALLOW JOPLIN SCHOOLS TO DEVELOP THE SITE & RESTRICT ACCESS NEXT TO THE SCHOOL.

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. The following private companies must be contacted and consent to the vacation for the Public Hearing can take place.

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

Kyle Denham



0 60 120 240 360 480 Feet

Case 052-13: A request for the vacation of a portion of a 20 foot wide public alley beginning at the north right-of-way line of 7th Street north approximately 150 feet. Located between 1001 and 1015 West 7th Street. - Kyle Denham, on behalf of Joplin Schools

N

Case 052-13: Beginning at the north 7th Street right-of-way line north 150 feet between Picher and Gray Avenues – A request for the vacation of a 20 foot wide public alley – Kyle Denham, on behalf of Joplin Schools.

Mr. Harrington opened the public hearing for Case 052-13.

Mr. Kyle Denham, PLJBD Architects, 303 Main Street, Joplin, appeared representing the Joplin Public Schools. He requested tabling Case 052-13 to the September meeting, in that he needs to determine how much of the existing alley has been vacated previously. There may be another area where some utility easements may need to be vacated.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 052-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 052-13 BE TABLED TO THE SEPTEMBER MEETING OF THE PLANNING AND ZONING COMMISSION, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 052-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended tabling
to their September meeting)

COUNCIL BILL NO. 2013-292 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of a 20-foot wide public alley beginning at the north Seventh Street right-of-way line north 150 feet between Picher and Gray Avenues in the City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

> The portion of the north-south public alley extending from the north line of Lot Five (5) in J.C. Sherer's Sub-Division of Lots 33, 34, 35 and 36 in Gray's Addition to the City of Joplin, south to the north right-of-way line of Seventh Street.

Section 2. That this vacation of the portion of the alley hereby vacated shall not affect or derogate from the existing rights of way or other easements of public utility companies now having installations in that portion of the alley hereby vacated. Such utility companies shall have the right to maintain, repair and replace any such installations now on the vacated portion of said alley 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 _____, 2013.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-293
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm SA Date: 8/23/2013
City Attorney: Brian Head BH Date: 8-26-13
City Manager: R. Mark Rohr RMR Date: 8-26-13
Board or Commission: Planning and Zoning Commission MW Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 053-13: North Patterson Avenue right-of-way between Rolla and Quincy Streets – A request for the vacation of a 40 foot wide public street – Kyle Denham, on behalf of Joplin Schools.

STAFF SUMMARY:
This vacation will allow a new safe room/gymnasium to be constructed in between the existing Royal Heights Elementary and the existing Patterson Avenue right-of-way. Patterson Avenue will be maintained as a private drive, but will continue to have through access to both Rolla and Quincy Streets. The utility easement will remain.

The vacation will give Joplin Schools more flexibility with site design as they own property on both sides of Patterson Avenue between Rolla and Quincy Streets.

Staff recommends approval of Case 053-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Kyle Denham, PLJBD Architects, appeared representing the Joplin Public Schools. He explained that this portion of North Patterson Avenue runs between Rolla and Quincy Streets through the property that the Joplin Schools own on both sides, so no other properties are affected by this vacation.

Mr. Denham is adding a FEMA storm shelter and will create a new office and a new front door for Royal Heights Elementary School. They can pave the existing gravel parking lot just east of Patterson Avenue, with the proposed development creating more of a campus effect.

Mr. Denham stated that the school buses park on Quincy Street, which is a very narrow road. The parents stack up on Rolla Street. A new parent drop-off area will encroach into the school property right-of-way, with the buses coming onto the vacated portion of Patterson Avenue. This area will be paved and moved slightly to the east, with the buses being totally off of Quincy. The vehicular circulation will be improved greatly.

Mr. Denham explained that the safe room will be a community safe room that will be open to the neighborhood. Nice parking with ADA accessible spaces will be provided so people can come right into the shelter and not be interfering with the school operations.

Mr. Denham has received letters from some of the utilities including Empire District Electric, Missouri American Water, and Cable One. He may have to work with Empire District to relocate one pole, but all the utility easements would remain intact.

Mr. Cortez asked Mr. Denham if the existing gravel staff parking to the east of Patterson Avenue will be paved, and he replied that the whole area will be paved. A water quality basin and water detention area is located there as well, but all the area will be paved. There is sufficient space for visitors' parking in this area.

PUBLIC COMMENT:
None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Vacation

CASE 053-13:

A request for the vacation of a 40 foot wide public street.

APPLICANT: Kyle Denham, on behalf of Joplin Schools

REPRESENTATIVE: N/A

LOCATION: N. Patterson Avenue between Rolla and Quincy Streets

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EXISTING CONDITIONS:

Easement Type(s)	Easement Size
Street	40' x 200'

REASON FOR VACATION:

This vacation will allow a new safe room/gymnasium to be constructed in between the existing Royal Heights Elementary and the existing Patterson Avenue right-of-way. Patterson Avenue will be maintained as a private drive, but will continue to have through access to both Rolla and Quincy Streets. The utility easement will remain.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?: Yes

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?: Yes

DISCUSSION:

The vacation will give Joplin Schools more flexibility with site design as they own property on both sides of Patterson Avenue between Rolla and Quincy Streets.

Staff recommends approval of Case 053-13.

ENCLOSURES: None

RECEIVED 6-18-13

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.: CS3-13
Filing Fee: $350.00
Date Advertised: 7-26-13
Date Notices Sent: 7-29-13
Public Hearing Date: 8-12-13

I. Applicant Name: KYLE DENHAM FOR JOPLIN SCHOOLS Phone: 624.4004

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

Address: 303 S. MAIN JOPLIN MO Zip: 64801

II. Type of vacation requested (check one):

Street Vacation ☒

Alley Vacation ☐

Utility vacation ☐

Other (Please specify) _____

III. Legal Description of area requested to be vacated: _____

PATTERSON BETWEEN ROLLA AND QUINCEY. SEE ATTACHED DRAWING

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

1. Private rights will nor be injured or endangered by the vacation. NO, JOPLIN SCHOOLS OWNS ALL OF THE PROPERTY ON EITHER SIDE OF PATTERSON.

2. The vacation will not cause the public to suffer a loss or inconvenience. NO

3. In justice to the applicant(s) the vacation should be granted. VACATED PATTERSON WILL ALLOW THE SCHOOL TO DEVELOP THE SITE TO IMPROVE BUS AND PARENT DROP-OFF.

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.

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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

KYLE DENHAM



0 60 120 240 360 480 Feet

Case 053-13: A request for the vacation of a portion of Patterson Avenue, a 40 foot wide public street, beginning at the south right-of-way line of Rolla Street south to the north right-of-way line of Quincy Street. Located east of Royal Heights Elementary. - Kyle Denham, on behalf of Joplin Schools

N

Case 053-13: North Patterson Avenue right-of-way between Rolla and Quincy Streets – A request for the vacation of a 40 foot wide public street – Kyle Denham, on behalf of Joplin Schools.

Mr. Harrington opened the public hearing for Case 053-13.

Mr. Kyle Denham, PLJBD Architects, 303 Main Street, Joplin, appeared representing the Joplin Public Schools. He explained that this portion of North Patterson Avenue runs between Rolla and Quincy Streets through the property that the Joplin Schools own on both sides, so no other properties are affected by this vacation.

Mr. Denham is adding a FEMA storm shelter and will create a new office and a new front door for Royal Heights Elementary School. They can pave the existing gravel parking lot just east of Patterson Avenue, with the proposed development creating more of a campus effect.

Mr. Denham stated that the school buses park on Quincy Street, which is a very narrow road. The parents stack up on Rolla Street. A new parent drop-off area will encroach into the school property right-of-way, with the buses coming onto the vacated portion of Patterson Avenue. This area will be paved and moved slightly to the east, with the buses being totally off of Quincy. The vehicular circulation will be improved greatly.

Mr. Denham explained that the safe room will be a community safe room that will be open to the neighborhood. Nice parking with ADA accessible spaces will be provided so people can come right into the shelter and not be interfering with the school operations.

Mr. Denham has received letters from some of the utilities including Empire District Electric, Missouri American Water, and Cable One. He may have to work with Empire District to relocate one pole, but all the utility easements would remain intact.

Mr. Cortez asked Mr. Denham if the existing gravel staff parking to the east of Patterson Avenue will be paved, and he replied that the whole area will be paved. A water quality basin and water detention area is located there as well, but all the area will be paved. There is sufficient space for visitors' parking in this area.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 053-13.

MR. BROWN MOVED, SECONDED BY MR. SMITH, THAT CASE 053-13 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. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 053-13
Kyle Denham, on behalf of Joplin Schools
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-293 **ORDINANCE NO.**

AN ORDINANCE providing for the vacation of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri.

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

Section 1. That all that part of the 40-foot wide public street known specifically as the North Patterson Avenue right-of-way between Rolla and Quincy Streets, in the City of Joplin, Jasper County, Missouri, described as follows are hereby vacated, conveyed, relinquished, and reverted to the owners of the abutting lots and land:

The portion of Patterson Avenue extending from the north right-of-way line of Quincy Street to the south right-of-way line of Rolla Street.

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

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-294
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 8/23/2013
City Attorney: Brian Head Date: 8-26-13
City Manager: R. Mark Rohr Date: 8-26-13
Board or Commission: Planning and Zoning Commission MAW Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 054-13: Southeast corner of 7th Street and Pennsylvania Avenue – A request to rezone from District R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development – Lt. James Curry, The Salvation Army.

STAFF SUMMARY:
The proposed rezoning will allow for the development of a new commercial project at the southeast corner of 7th and Pennsylvania. The C-2 zoning will allow the development to be built to the property line to help expand the pedestrian-friendly streetscape to the east of Downtown. There are no parking requirements for C-2 zoning districts, but parking for the development will be provided on M-2 zoned property to the east of the site. It is anticipated that the project's location near Downtown and along a trolley route will encourage more multi-modal trips, resulting in the need for fewer parking spaces.

Staff recommends approval of Case 054-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Jessica Struckhoff, Paragon Architecture, and Lt. James Curry appeared representing The Salvation Army. Ms. Struckhoff requested rezoning the referenced property in Case 054-13 to District C-2 in order to allow The Salvation Army to build a new thrift store on that location. The C-2 zoning will decrease their set-backs, obviously giving them more retail space in their building. They believe that this is a good move that aligns with the current development of downtown Joplin as it expands down Seventh Street east from Main Street.

PUBLIC COMMENT: None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Rezoning

CASE 054-13:

A request to rezone from Districts R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development.

APPLICANT: Lt. James Curry, The Salvation Army

LOCATION: Southeast corner of 7th and Pennsylvania Avenue

REQUESTED ZONING: C-2 (Central Business District)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-3 (Apartment House), C-3 (Commercial), M-2 (Heavy Industrial)	Vacant (former automobile sales property)	19,500 ft² / 0.45 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	M-2	M-2	R-3	M-2
Land Use	Industrial	Parking lot	Single-Family	Vacant lot

FUTURE LAND USE:

This site is recommended for retail/commercial in the 2012 Future Land Use Map.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
7th Street	Major Arterial	85'
Pennsylvania Avenue	Collector	60'

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 should not detrimentally affect nearby properties.

DISCUSSION

The proposed rezoning will allow for the development of a new commercial project at the southeast corner of 7th and Pennsylvania. The C-2 zoning will allow the development to be built to the property line to help expand the pedestrian-friendly streetscape to the east of Downtown. There are no parking requirements for C-2 zoning districts, but parking for the development will be provided on M-2 zoned property to the east of the site. It is anticipated that the project's location near Downtown and along a trolley route will encourage more multi-modal trips, resulting in the need for fewer parking spaces.

Staff recommends approval of Case 054-13.

ENCLOSURES: None

REZONING APPLICATION FORM

RECEIVED 5-26-13

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.: 054-13
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent: 7-29-13
Public Hearing Date: 8-12-13

APPLICANT: LT. JAMES CURRY PHONE: 417-624-4528
ADDRESS: 320 E. 8TH ST., JOPLIN, MO ZIP: 64801
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 302 E. 7TH
LEGAL DESCRIPTION: SEE ATTACHED SURVEY, TRACTS 2, 3, AND 5

Present Zoning M2, C3, AND R3 Requested Zoning: C-2 Acreage: 0.45
Present Use of Property: RETAIL - CAR SALES

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	AUTO MOBILE REPAIR & SUPPLY	M-2
South	RESIDENTIAL	R-3
East	RETAIL - CAR SALES	M-2
West	RETAIL	M-2

CHARACTER OF THE NEIGHBORHOOD: COMMERCIAL AND RETAIL INTERSPERCED WITH RESIDENTIAL.

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?
   If yes, explain: THREE TRACTS, ALL WITH DIFFERENT ZONING CURRENTLY. TRACTS NEED TO BE UNIFIED.

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: S. PENNSYLVAMA AVE., E. HWY 66
2. Classification of Street(s):
   Arterial E. HWY 7TH Collector S. PENNSYLVANIA AVE. Local 8TH, 9TH KENTUCKY,
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO.

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? 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:

SIGNATURE: _____ DATE: 6/25/13

BY: JAMES CURRY

TITLE: CORPS OFFICER

PARAGON
ARCHITECTURE

430 S Glenstone Ave
Springfield MO 65802
paragonarchitecture.com
p 417.885.0002 f 417.868.0072

June 24, 2013

Joplin Planning, Zoning & Development Department
Joplin City Hall
602 S. Main St.
Joplin, Missouri 64801
Re: Rezoning Application- 302 E. 7th St.

To whom it may concern,

It is our intent to have the property located at 302 East 7th Street rezoned from its current zoning designation to the C2 group. The current property has three separate tracts that are all zoned as different zoning groups. This poses a problem for the development of the property as a whole. The current zoning for the tracts are: Tract 2- C3, Tract 3- R3, and Tract 5- M2.

The impact on the traffic that the change in zoning will create is negligible. The property is located along a major arterial road (E. 7th St.) and the unification of the property as C2 will fit with the traffic pattern and use pattern of the area.

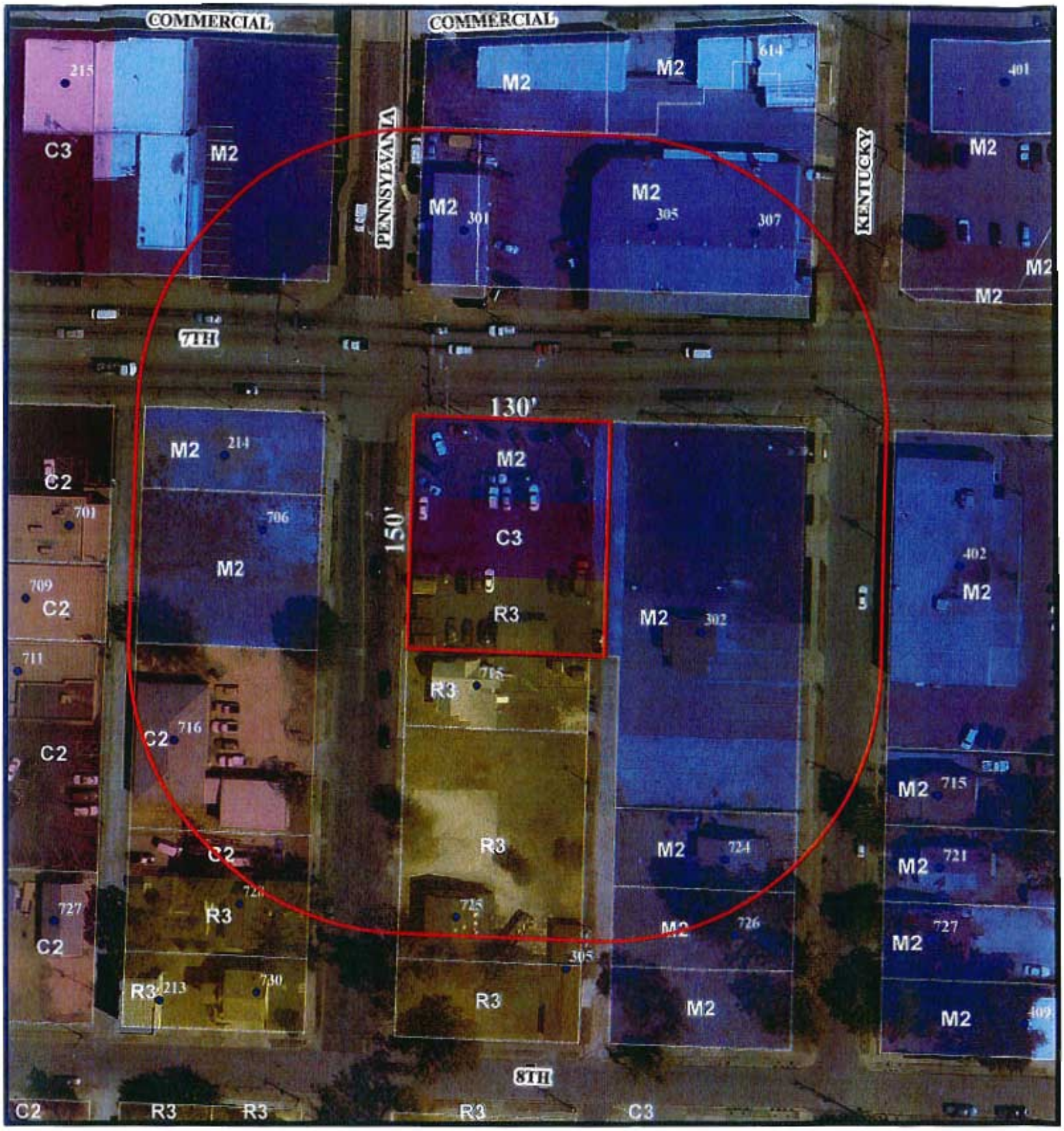
The development of this property will continue to build upon the nature and character of properties along East 7th street by closing the gap in commercial and retail based properties along East 7th street.

The benefits to the city of Joplin as a result of rezoning these tracts include the following:

- Unification of the retail corridor, providing inviting and orderly design
- Increased street presence of the property
- Focal points of the proposed project will tie-in to Downtown Joplin Main Street
- Reinforcing the character of Main Street through the proposed project design

Sincerely,

Paragon Architecture Inc.
Brad Erwin, AIA LEED-AP BD+C
President



Case 054-13: A request to rezone from Districts R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for property located at the southeast corner of 7th and Pennsylvania for future commercial development. - Lt. James Curry

Case 054-13: Southeast corner of Seventh Street and Pennsylvania Avenue – A request to rezone from District R-3 (Apartment House), C-3 (Commercial), and M-2 (Heavy Industrial) to District C-2 (Central Business District) for future commercial development – Lt. James Curry, The Salvation Army.

Mr. Harrington opened the public hearing for Case 054-13.

Ms. Jessica Struckhoff, Paragon Architecture, 1300 South Main Street, Joplin, and Lt. James Curry appeared representing The Salvation Army. Ms. Struckhoff requested rezoning the referenced property in Case 054-13 to District C-2 in order to allow The Salvation Army to build a new thrift store on that location. The C-2 zoning will decrease their set-backs, obviously giving them more retail space in their building. They believe that this is a good move that aligns with the current development of downtown Joplin as it expands down Seventh Street east from Main Street.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 054-13.

MR. CORTEZ MOVED, SECONDED BY MR. EASTMAN, THAT CASE 054-13 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. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 054-13
Lt. James Curry, The Salvation Army
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-294 **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 Districts R-3, C-3, and M-2 and including in District C-2 property as described below and located at the southeast corner of Seventh Street and Pennsylvania Avenue 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 Districts R-3, C-3, and M-2 and including same in District C-2:

All of that part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 27, Range 33, described as follows: beginning at a point where the South line of Seventh Street in the City of Joplin intersects the east line of Pennsylvania Avenue, running thence south 50 feet; thence East 120 feet; thence North 50 feet; thence West 120 feet to the place of beginning, being Miscellaneous Tract Numbered One (1) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, also all of the west one-half of vacated alley lying east of and adjoining said Miscellaneous Tract Numbered One (1), AND all that part of the Northwest Quarter of the Northwest Quarter of Section 11, Township 27, Range 33, described as follows: beginning at a point on the east line of Pennsylvania Avenue in the City of Joplin, 50 feet south of the south line of Seventh Street (formerly Eighth Street), running thence south 50 feet on said east line of Pennsylvania Avenue, thence east 120 feet, thence north 50 feet, thence west 120 feet to the point of beginning, the same being Miscellaneous Tract Numbered Two (2) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, also all of the west one-half of the vacated alley lying east of and adjoining said Miscellaneous Tract Numbered Two (2), AND all of Miscellaneous Tract Numbered Three (3) in Section 11, Township 27, Range 33, in the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, being further described as follows: beginning 100 feet south of the southeast corner of Seventh Street and Pennsylvania Avenue, thence south 50 feet, thence east 120 feet, thence north 50 feet, thence west 120 feet to the point of beginning, also all of the west one-half of vacated alley lying east of and adjoining said Miscellaneous Tract Numbered Three (3).

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 _____, 2013.

ATTEST:

_____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-295
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm Date: 8/23/2013
City Attorney: Brian Head Date: 8-26-13
City Manager: R. Mark Rohr Date: 8-26-13
Board or Commission: Planning and Zoning Commission Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval to rezone the property to District C-1-PD by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 055-13: 3222 S. Garrison Avenue – A request to rezone from District R-1 (Single-Family) to District C-1 (Neighborhood Commercial) for future commercial development – Thomas Nguyen.

STAFF SUMMARY:
The property to the north was rezoned in June, 2013. The owner has also purchased this property and would like to develop a parking lot between the two former single-family homes. The two buildings will be used for neighborhood retail and/or office space. The property owner has met with staff for stormwater and buffering requirements. The owner will be constructing a 6 to 8 foot privacy fence and landscaping between this property and the single-family property to the south once the rezoning is complete. A stormwater report is required for the construction of the parking lot to protect residential properties to the south and west from stormwater runoff.

Staff recommends approval of Case 055-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Thomas Nguyen appeared to request the rezoning of property he owns at 3222 Garrison from District R-1 to District C-1 for a parking lot for his nail salon.

Mr. Eastman asked Mr. Nguyen if he plans to demolish the existing building, and he replied not at this time. He plans to add 20 feet to his existing parking lot.

Mr. Eastman asked Mr. Nguyen if he plans to lease the house, and he replied no.

Mr. Eastman asked Mr. Nguyen about his plans for the house, and he has no plans for the house at this time.

Mr. Eastman asked Mr. Nguyen if the house will remain vacant, and he replied that he may have some future plans for that property.

Mr. Eastman asked Mr. Nguyen if he plans to erect a fence on the south part of the property, and he replied yes.

In response to comments received from the audience, Mr. Eastman asked Mr. Bolander if making the property a planned district would make a difference, and he replied that the planned district allows the commissioners to review the site plans. The City still has requirements when a commercial district abuts a residential area. Regardless of the future use of that home, Mr. Nguyen will be required to erect fencing and a vegetative buffer no matter the use. The site plan review allows the commissioners and the neighbors an opportunity to review the design of the property before the plans are approved.

PUBLIC COMMENT:
Ms. Sharon Vernon, owner of property at 3232 Garrison Avenue, appeared in opposition to the request. She expressed concerns regarding drainage issues and Mr. Nguyen's plans for the existing house on the property.

Ms. Vernon asked about the site plan review process if the property is rezoned to a planned district. Mr. Bolander stated that when Mr. Nguyen submits plans to convert that property to a commercial use, he must submit site plans that will be reviewed administratively through the Building Department. The planned district is an additional layer to the rezoning requirement, so a planned district will require him to bring the site plans to this commission and to the City Council for review.

Ms. Vernon asked what the C-1-PD zoning means. Mr. Harrington replied that Mr. Nguyen must bring his site plans to the Building Board and back through the Planning and Zoning Commission and the City Council before a building permit can be issued.

Ms. Vernon asked if the neighbors will be notified when the site plans are to be reviewed, and Mr. Harrington replied that the neighbors will be notified at that point.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Rezoning

CASE 055-13:

A request to rezone from District R-1 (Single-Family) to District C-1 (Neighborhood Commercial) for future commercial development.

APPLICANT: Thomas Nguyen

LOCATION: 3222 S. Garrison Avenue

REQUESTED ZONING: C-1 (Neighborhood Commercial)

CORRIDOR: N/A

EXISTING CONDITIONS:

Zoning	Land Use	Property Size
R-1 (Single-Family)	Single-Family	14,850 ft² / 0.34 acres

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-1	C-3 PD	R-1	R-1
Land Use	Commercial	Commercial	Single-Family	Single-Family

FUTURE LAND USE:

This site is recommended for retail/commercial in the 2012 Future Land Use Map.

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
Garrison Avenue	Local	40'

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 should not detrimentally affect nearby properties.

DISCUSSION

The property to the north was rezoned in June 2013. The owner has also purchased this property and would like to develop a parking lot between the two former single-family homes. The two buildings will be used for neighborhood retail and/or office space. The property owner has met with staff for stormwater and buffering requirements. The owner will be constructing a 6 to 8 foot privacy fence and landscaping between this property and the single-family property to the south once the rezoning is complete. A stormwater report is required for the construction of the parking lot to protect residential properties to the south and west from stormwater runoff.

Staff recommends approval of Case 055-13.

ENCLOSURES: None

REZONING APPLICATION FORM

RECEIVED 7-2-13

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.: 055-15
Filing Fee: $ 350.00
Date Advertised: 7-28-13
Date Notices Sent 7-29-13
Public Hearing Date: 8-12-13

APPLICANT: THOMAS NGUYEN PHONE: (417) 529-6256
ADDRESS: 3312 S. Delaware Ave, Joplin ZIP: 64804
OWNER: PHONE:
ADDRESS: ZIP:
LOCATION OF PROPERTY: 3222 S. Garrison Ave, Joplin, MO 64804
LEGAL DESCRIPTION:

Present Zoning: Presidental Requested Zoning: C1 Acreage:
Present Use of Property:

SURROUNDING LAND USE AND ZONING:

	Land Use	Zoning
North	Commercial (Pro Nails)	C1
South	Presidental	
East	Garrison Street	Street
West	Land (32nd Street)	C1

CHARACTER OF THE NEIGHBORHOOD: Mix of Residential & Commercial

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? NO
   If yes, explain:

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

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: 32nd Street and Garrison Street
2. Classification of Street(s):
   Arterial _____ Collector _____ Local X
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? 134'
2. Properly Sized Street Right-of-Way? 110'
3. Drainage Easements? yes
4. Utility Easements:
   - Electricity? Empire
   - Gas? Gas Company
   - Sewers? Public
   - Water? MO American Water
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

SIGNATURE: _____ DATE: 07-02-13

BY: THOMAS NGUYEN

TITLE: Owner



Case 055-13: A request to rezone from Districts R-1 (Single Family) to District C-1 (Neighborhood Commercial) for property located at 3222 Garrison Avenue for future commercial development. - Thomas Nguyen

N

Case 055-13: 3222 South Garrison Avenue – A request to rezone from District R-1 (Single-Family) to District C-1 (Neighborhood Commercial) for future commercial development – Thomas Nguyen.

Mr. Harrington opened the public hearing for Case 055-13.

Mr. Thomas Nguyen, 3312 Delaware Avenue, Joplin, appeared to request the rezoning of property he owns at 3222 Garrison from District R-1 to District C-1 for a parking lot for his nail salon.

Mr. Eastman asked Mr. Nguyen if he plans to demolish the existing building, and he replied not at this time. He plans to add 20 feet to his existing parking lot.

Mr. Eastman asked Mr. Nguyen if he plans to lease the house, and he replied no.

Mr. Eastman asked Mr. Nguyen about his plans for the house, and he has no plans for the house at this time.

Mr. Eastman asked Mr. Nguyen if the house will remain vacant, and he replied that he may have some future plans for that property.

Mr. Eastman asked Mr. Nguyen if he plans to erect a fence on the south part of the property, and he replied yes.

Mr. Harrington asked for comments from the audience at this point.

Ms. Sharon Vernon, 2111 East 35th Street, Joplin, appeared in opposition to the request and stated that she owns the property at 3232 Garrison Avenue, where her daughter lives. Ms. Vernon expressed concern about Mr. Nguyen's plans for the house between his business and her daughter's house. She was told that he planned five feet of parking lot on the north side of the house, but he is now saying he plans to add 20 feet to the parking lot. He is removing the bushes and digging up the ground between his business property and the house that he has purchased.

Ms. Vernon expressed concern about drainage issues and stated that Mr. Nguyen hasn't done anything about a fence between the house that he has purchased and her daughter's house at 3232 Garrison. She expressed concern about what is going to happen to the property in this request at this time.

Mr. Cortez asked Ms. Vernon if the water rolls down that hill into her property frequently, and she replied no. She stated that the building on the corner of 32nd Street and Garrison Avenue is much higher than the property to the south. She stated that there previously was a lot of landscaping between the property on the corner and the house that he recently purchased.

Mr. Cortez asked Ms. Vernon about making a request of what she would have him do with that property should the property be zoned to commercial. She thought he was going to rent the house, but she doesn't want the house sitting there vacant. She stated that the yard has not been mowed, and he has removed all the bushes between the commercial building for Pro Nails and the house. She would like to know Mr. Nguyen's plans for the property.

Mr. Cortez asked Ms. Vernon what she thought would be best, and she wished he hadn't bought the house on the north side of her daughter. She asked if Mr. Nguyen plans to demolish the house or leave it there vacant. She just wants him to take care of the property because of her daughter's house being next door.

Ms. Vernon said Mr. Nguyen said he would erect a fence between the building on the corner and the residential property to the south. He has not indicated that he is doing anything about a fence at this time.

Mr. Cortez asked Ms. Vernon if any portion of her daughter's property is currently fenced, and she replied that the back yard is fenced with a chain-link fence.

Mr. Eastman asked Mr. Bolander if making the property a planned district would make a difference, and he replied that the planned district allows the commissioners to review the site plans. The City still has requirements when a commercial district abuts a residential area. Regardless of the future use of that home, Mr. Nguyen will be required to erect fencing and a vegetative buffer no matter the use. The site plan review allows the commissioners and the neighbors an opportunity to review the design of the property before the plans are approved.

Ms. Vernon asked about the site plan review process. Mr. Bolander stated that when Mr. Nguyen submits plans to convert that property to a commercial use, he must submit site plans that will be reviewed administratively through the Building Department. The planned district is an additional layer to the rezoning requirement, so a planned district will require him to bring the site plans to this commission and to the City Council for review.

Ms. Vernon asked if once the property is rezoned C-1, if Mr. Nguyen can do pretty much anything he wants to with it. Mr. Bolander replied anything that is permitted in the C-1 district can be allowed.

Ms. Vernon asked if the Special Use Permit must come before the Planning and Zoning Commission and if the property owners will be notified. Mr. Bolander explained that there is no request for a Special Use Permit.

Ms. Vernon asked if Mr. Nguyen could request a Special Use Permit once the property is zoned C-1. Mr. Bolander replied that a Special Use Permit is a whole separate process.

Ms. Vernon stated that according to the information she received, a special use could be allowed. Mr. Bolander explained that some uses do require a Special Use Permit.

Ms. Vernon discussed the information she received from the City planning staff. She stated that some of the uses are labeled "P" by permitting some uses without rezoning with some of the uses being labeled "S" and requiring a Special Use Permit.

Mr. Bolander stated that any use labeled "P" is permitted if the property is rezoned. Ms. Vernon noted several operations that require a Special Use Permit, such as a private club, a public utility owned facility, a radio/television microwave tower, or a roadside stand. Mr. Bolander did not anticipate these types of uses for this property but stated that the neighbors will be notified of that if it requires a Special Use Permit.

Mr. Harrington asked for additional comments from commissioners and the audience, and none were received. He then closed the public hearing for Case 055-13.

MR. SMITH MOVED, SECONDED BY MR. BROWN, THAT CASE 055-13 BE AMENDED TO REZONE THE PROPERTY TO DISTRICT C-1-PD, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

MR. SMITH MOVED, SECONDED BY MR. EASTMAN, THAT CASE 055-13 AS AMENDED IN THE PREVIOUS MOTION BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

Ms. Vernon asked what the C-1-PD zoning means. Mr. Harrington replied that Mr. Nguyen must bring his site plans to the Building Board and back through the Planning and Zoning Commission and the City Council before a building permit can be issued.

Ms. Vernon asked if the neighbors will be notified when the site plans are to be reviewed, and Mr. Harrington replied that the neighbors will be notified at that point.

P & Z Case 055-13
Thomas Nguyen
(P & Z Recommended rezoning
to District C-1-PD)

COUNCIL BILL NO. 2013-295 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1 property as described below and located at 3222 South Garrison Avenue in the City of Joplin, Newton 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 including same in District C-1:

All of Lot 2 in Garrison Subdivision to the City of Joplin, Newton County, Missouri.

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 _____, 2013.

ATTEST: Melodee Colbert-Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

P & Z Case 055-13
Thomas Nguyen
(P & Z Recommended rezoning
to District C-1-PD)

AMENDED COUNCIL BILL NO. 2013-295 **ORDINANCE NO.**

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-1-PD property as described below and located at 3222 South Garrison Avenue in the City of Joplin, Newton 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 including same in District C-1-PD:

All of Lot 2 in Garrison Subdivision to the City of Joplin, Newton County, Missouri.

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 _____, 2013.

ATTEST: _____
Melodee Colbert-Kean, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES August 19, 2013

CALL TO ORDER

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Melodee Colbert-Kean.

ROLL CALL – all were present

INVOCATION - read by City Attorney, Brian Head

FLAG SALUTE – led by Ms Raney

PRESENTATIONS

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 - Motion by Mr. Glaze, Second by Mr. Scearce to move up the citizen request. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0. Evan Blue, 1726 whispering Oaks, addressed Council to lower the speed limit on Rangeline. He stated it would be nothing but an inconvenience to drivers according to a study of ramification issued by the British Ministry of Transportation of raising and lowering speed limits. He said the study analyzed 8 countries including the US and concluded that by lowering the speed limit by 5-10 miles per hour as proposed by the ordinance resulted in no significant change in accidents or fatalities. He further stated the study had been confirmed by federal highway administration and world health. He asked the city council to vote down the city ordinance so more information could be accumulated and analyzed. Mayor Colbert-Kean thanked Mr. Blue.

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES – read by City Clerk Barbara Hogelin

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

PUBLIC HEARING for PROPERTY TAX LEVY.

PUBLIC HEARING on Property Tax Levy- Leslie Jones stated the levy for the city of Joplin will be 16.86 and the and for the library it will be 25.45 making a total of 42.31. The property tax rate must be set by ordinance by September 1, 2013. No spoke in favor of or against the property tax levy issue.

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or against this item.

The Public Hearing was closed.
PUBLIC HEARING on FY 2013-14 Proposed Budget – Leslie Jones and City Manager highlighted expenditures and revenues in the proposed budget and indicated further discussions would take place at budget work session on the proposed budget.

Mayor Colbert-Kean opened the Public Hearing

No one appeared in favor of or against this item.

The Public Hearing was closed.

CONSENT AGENDA APPROVED - Motion by Mr. Scearce, Second by Mr. Glaze, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Minutes of the August 5, 2013 City Council Meeting

Minutes of the August 12, 2013 Special City Council Meeting

COUNCIL BILL NO. 2013-278 - AN ORDINANCE providing for the vacation of a 10-foot wide utility easement located at 1123 South Range Line Road in the City of Joplin, Jasper County, Missouri. Ordinance No. 2013-169

COUNCIL BILL NO. 2013-279 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of the Missouri Route 166 right-of-way between Interstate 44 and the Missouri/Kansas State Line, in Newton County, Missouri. Ordinance No. 2013-170

COUNCIL BILL NO. 2013-280 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and the Missouri/Kansas State Line, in Newton County, Missouri. Ordinance No. 2013-171

COUNCIL BILL NO. 2013-281 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of Nee Road between the Missouri Route 166 right-of-way and Greenwood Drive, in Newton County, Missouri. Ordinance No. 2013-172

COUNCIL BILL NO. 2013-282 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located south of Nee Road between the Missouri/Kansas State Line and the Missouri Route 166 right-of-way, in Newton County, Missouri. Ordinance No. 2013-173

COUNCIL BILL NO. 2013-283 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northwest corner of Nee Road and the Missouri Route 166 roundabout and the southwest corner of Nee Road and the Missouri Route 166 roundabout, in Newton County, Missouri. Ordinance No. 2013-174

COUNCIL BILL NO. 2013-284 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri. Ordinance No. 2013-175

COUNCIL BILL NO. 2013-285 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located at the northeast corner of the Nee Road and Missouri Route 166 roundabout, east of Nee Road and the Missouri Route 166 roundabout, and south of Nee Road and the Missouri Route 166 roundabout in Newton County, Missouri. Ordinance No. 2013-176

COUNCIL BILL NO. 2013-286 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located near the southeast corner of Nee Road and Greenwood Drive in Newton County, Missouri. Ordinance No. 2013-177

COUNCIL BILL NO. 2013-287 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 150 feet east of the Nee Road and Greenwood Drive intersection in Newton County, Missouri. Ordinance No. 2013-178

COUNCIL BILL NO. 2013-288 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 485 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri. Ordinance No. 2013-179

COUNCIL BILL NO. 2013-289 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 810 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri. Ordinance No. 2013-180

COUNCIL BILL NO. 2013-290 - AN ORDINANCE approving the voluntary annexation by the City of Joplin of property located approximately 1,230 feet east of the Nee Road and Greenwood Drive intersection, between Greenwood Drive and Interstate 44 in Newton County, Missouri. Ordinance No. 2013-181

RESOLUTIONS

Mr. Woolston introduced Resolution No. 2013-022. Motion by Mr. Woolston, Second by Mr. Golden, to Approve Resolution No. 2013-022. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read and approved as being RESOLUTION NO. 2013-022:

A RESOLUTION authorizing the filing of an application with the Environmental Protection Agency, United States of America for a loan under the Federal Water Pollution Control Act as amended (33 U.S.C. 466,et seq.), and the Missouri Department of Natural Resources, State Revolving Fund Program for loans under the Missouri Clean Water Law (Section 644, RSMo). Mr. Golden introduced Resolution No. 2013-023. Motion by Mr. Golden, Second by Mr. Seibert, to Approve Resolution No. 2013-023. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read and approved as being RESOLUTION NO. 2013-023:

A RESOLUTION expressing the support of the Application of the Joplin Redevelopment Corporation to the Missouri Department of Economic Development for tax credits pursuant to the Missouri Distressed Areas Land Assemblage Tax Credit Program.

Mr. Seibert introduced Resolution No. 2013-024. Motion by Mr. Seibert, Second by Mr. Glaze, to Approve Resolution No. 2013-024. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Bill was read and approved as being RESOLUTION NO. 2013-024:

A RESOLUTION authorizing the filing of a Partial 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; and authorizing the City Manager to execute said Plan for and on behalf of the City of Joplin.

Mr. Glaze introduced Resolution No. 2013-025. Motion by Mr. Glaze, Second by Mr. Seibert, to Approve Resolution No. 2013-025. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Scearce, Seibert, Shaw, and Woolston 7. Nays: 1. Rosenberg. Abstention: 1, Golden.

The Bill was read and approved as being RESOLUTION NO. 2013-025:

A RESOLUTION creating a nine (9) member Charter Review Commission for the City of Joplin; and, defining the purposes, membership and duties thereof.

Mr. Glaze introduced Resolution No. 2013-026. Motion by Mr. Glaze, Second by Mr. Seibert, to Amend to Five members. Voting in favor were Council Members: Glaze, Rosenberg, Scearce, Seibert, and Woolston 5. Nays: 4, Colbert-Kean, Golden, Raney, and Shaw.

Motion by Mr. Glaze, Second by Mr. Seibert, to Approve Resolution No. 2013-026. Voting in favor were Council Members: Colbert-Kean, Glaze, Raney, Scearce, Seibert, Shaw, and Woolston 7. Nays: 2, Golden, Rosenberg.

The Bill was read and approved as being AMENDED RESOLUTION NO. 2013-026:

A RESOLUTION creating a Financial Oversight Committee to review projects and information related to City operations at the direction of the Council of the City of Joplin.

ORDINANCES-EMERGENCIES

Mr. Shaw introduced Council Bill No. 2013-007- Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-007. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-182

AN ORDINANCE approving an Agreement for Training Services by and between the City of Joplin, Missouri, a Municipal Corporation, and the Missouri Police Chiefs' Association; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-008 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-008. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-183

AN ORDINANCE approving an Agreement for Shared Rental Costs of Fiber Optic Cable Connections by and between the City of Joplin, Missouri, a Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-009 - Motion by Mr. Shaw, Second by Mr. Golden to Adopt Council Bill No.2013-009. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-184

AN ORDINANCE authorizing the execution of an Amendment to the Joplin Recovery Tax Increment Financing Redevelopment Agreement by and between the City of Joplin and the Joplin Redevelopment Corporation, authorizing the City Manager to execute said Amendment by and on behalf of the City of Joplin; and containing an emergency clause.

Mr. Golden introduced Council Bill No. 2013-010 - Motion by Mr. Golden, Second by Ms. Raney to Adopt Council Bill No.2013-010. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-185

AN ORDINANCE amending Section 46-3, Council Zones., of the Joplin Municipal Code, to realign the zones to allow for more equal distribution of the electors included therein, and to include certain recently annexed properties, pursuant to Section 1.05 of the City Charter; and, containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-213 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-213. Voting in favor were Council Members: Glaze, Golden, Rosenberg, Scearce, Seibert, Shaw, and Woolston

The Council Bill was declared Adopted and entitled Ordinance No. 2013-186

AN ORDINANCE amending Chapter 114, Traffic Section 114-822, Specific Speed Limits, of the Code of Ordinances of the City of Joplin, Missouri to amend the speed limit on Range Line north city limits to south city limits to 40 m.p.h.; and containing an emergency clause. 7. Nays: 2, Colbert-Kean, Raney.

Mr. Glaze introduced Council Bill No. 2013-214 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No.2013-214. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0. Ordinance No. 2013-187

The Council Bill was declared Adopted and entitled Ordinance No. 2013-187

AN ORDINANCE approving a contract with Apac of Missouri in the amount of Three Million Eight Hundred Fifty Three Thousand Nine Hundred Twelve Dollars and 88/100 Dollars ($3,853,912.88) for the Maiden Lane Widening from 9th Street to 32nd Street project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause.

Ms. Raney introduced Council Bill No. 2013-215 - Motion by Ms. Raney, Second by Mr. Shaw to Adopt Council Bill No.2013-215. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-188

AN ORDINANCE authorizing the City of Joplin, Missouri to enter into a Contract with Kenny Singer Construction Company Inc. for the 24th & Meadow Storm Water Improvement Project in the amount of Three Hundred Forty Four Thousand Seven Hundred Forty One and 28/100 Dollars ($344,741.28), providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-216 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No.2013-216. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-189

AN ORDINANCE approving the purchase of right of way from property at 1920 Wisconsin Avenue, consisting of All of Lots Numbered Two Hundred Three (203) and Two Hundred Four (204) in Campbell's Sixth Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of Forty-Thousand and 00/100 dollars ($40,000.00) and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-217 - Motion by Mr. Glaze, Second by Mr. Seibert to Adopt Council Bill No.2013-217. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-190

AN ORDINANCE approving the purchase of right of way and easements from property at 2002 Wisconsin Avenue, consisting of Part of Lots Numbered One Hundred Sixty-Seven (167) and One Hundred Sixty-Eight (168) in Southmorland Acres Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof; and authorizing the payment of One Hundred Seventeen Thousand Eight Hundred Eighty-Five and 00/100 dollars ($117,885.00) and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-218 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-218. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-191

AN ORDINANCE authorizing the City of Joplin to enter into an Economic Development Agreement with the Missouri Highways and Transportation Commission for Roadway and Bridge Improvements Project No. 712181, on I-44 between Route 249 and Route 66, in Jasper County, Missouri, providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2013-219 - Motion by Mr. Glaze, Second by Mr. Golden to Adopt Council Bill No.2013-219. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-192

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System, and containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-509 - Motion by Mr. Woolston, Second by Mr. Golden to Adopt Council Bill No.2013-509. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-193

AN ORDINANCE levying taxes in the City of Joplin, Missouri for the year 2013 in the amount of Sixteen and Eighty-Six Hundredths Cents ($0.1686) on One Hundred Dollars of valuation of all real property in said City, and levying taxes in the Joplin Public Library District for the year 2013 in the amount of Twenty-Five and Forty-Five Hundredths Cents ($0.2545) on One Hundred Dollars of valuation of all real property in said District, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2013-617 - Motion by Mr. Shaw, Second by Ms. Raney to Adopt Council Bill No.2013-617. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-194

AN ORDINANCE authorizing and approving the City of Joplin Fire Department to enter into a Mutual Aid Agreement with several fire departments in Jasper, Newton and McDonald Counties, and authorizing the Fire Chief to execute the Mutual Aid Agreement by and on behalf of the City of Joplin; and, containing an emergency clause.

Mr. Woolston introduced Council Bill No. 2013-623 - Motion by Mr. Woolston, Second by Mr. Shaw to Adopt Council Bill No.2013-623. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2013-195

AN ORDINANCE approving a Memorandum of Understanding and a TKF Grant Administration Agreement by and between Drury University and the City of Joplin, Missouri, a Municipal Corporation, relating to the creation of an "Open Space Sacred Place" (OSSP) in the City's Cunningham Park; authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

ORDINANCES – FIRST READING

Mr. Woolston introduced Council Bill No. 2013-006 - Motion by Mr. Woolston, Second by Mr. Shaw to Pass Council Bill No. 2013-006 on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

The bill was read as being COUNCIL BILL NO. 2013-006

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

ORDINANCES – SECOND READING AND THIRD READING

NEW BUSINESS

Case 056-13: Approximately 860 feet south of Newman Road and 500 feet east of N. Florida Avenue – A request for a Site Plan Review for Rustic Ridge Villas, an 84-unit multi-family development in the Historic Stockyards District. – Historic Stockyards Properties, LLC (Tri-State Engineering, Inc.) Motion by Mr. Scearce, Second by Mr. Golden, to Approve the Site Plan Review. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Rosenberg, Scearce, Seibert, Shaw, and Woolston 9. Nays: 0.

Motion by Mr. Scearce, Second by Mr. Glaze to appoint/reappoint the following to boards and Commissions. Reappointments: Design Review: Michelle Hagan; JIDA: Michael Johnson; Tax Increment Finance; Joplin Sports Authority: Phil Metz; Personnel: Kerri Brooks;

Appointments: ADA Accessibility Committee: Karissa Thayer; Airport Board: Tim Forker; Capital Improvement Oversight Committee: Thomas Beisner; CVB: Denise Dubois; Joplin Redevelopment Corporation: Fred Osborn; Joplin Sports Authority: Cathy Welch; Planning and Zoning: Pete Ramsour; Solid Waste: Stephanie Campbell; Traffic Commission: Ervin Wilson.

Mr. Shaw said he was recently reminded of the time when you could fish at Schifferdecker ponds and they missed being able to fish. He said along with the beautiful trails that we have he would just like to see some nice fishing too.

Vote to go into closed session, which shall pertain to the 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, 2012, more specifically for the purpose of evaluating certain Council employees and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2012. 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 Ms. Raney to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Golden, Raney, Seibert, Shaw, and Woolston 7. Nays: 2, Rosenberg, Scearce.

There being no further business the meeting adjourned at 7:26 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara Hogelin, City Clerk, MMC/MPCC

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: August 19, 2013
ITEM: Council Bill No. 2013-006 (Re-adoption of Code of Ethics Ordinance)

ORIGINATING DEPARTMENT: Legal Department
ATTACHMENTS: Council Bill No. 2013-006.

DEPARTMENT HEAD:	Brian W. Head BWH	**DATE:** 8-7-13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 8-12-13
CITY CLERK:	Barbara L. Hogelin BLH	**DATE:** 8-8-13
FINANCE DEPARTMENT:	Leslie Haase	**DATE:** 8-13-13

INTRODUCTION:

This Council Bill re-adopts Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", which requires certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements.

DISCUSSION:

Each year by September 15th, it is necessary to re-adopt our Code of Ethics for the Council, and certain City employees in order to "opt out" of the provisions of Section 105.485.2.

A certified copy of this Council Bill will be forwarded to the Missouri Ethics Commission prior to September 15, 2013.

RECOMMENDATION:

Staff recommends this Council Bill be passed on First Reading.

BWH:ab
attachment

COUNCIL BILL NO. 2013-006 ORDINANCE NO.

AN ORDINANCE re-adopting Chapter 2, Administration, of the Joplin City Code, Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described herein.

WHEREAS, Missouri Statute Section 105.483, RSMo. (2012), requires certain financial interest disclosures by certain officials and employees of the City of Joplin; and

WHEREAS, the City of Joplin has an Ethics Code for its Council, as codified in Section 2-50, "Code of ethics", and the Charter of the City of Joplin provides certain ethical mandates and prohibitions for officials and employees of the City of Joplin; and

WHEREAS, pursuant to the provisions of Section 105.485.4, RSMo. (2012), the Council desires to establish its own method of disclosing potential conflicts of interest and substantial interests of its officials and certain employees, thus excluding itself from the provisions of Section 105.485.2, RSMo (2012); and

WHEREAS, on the 4th day of September, 2012, the Council of the City of Joplin, Missouri, re-enacted and adopted Section 2-107, "Financial interest disclosure", requiring certain officials and employees of the City of Joplin to file Financial Interest Disclosure Statements as described therein; and,

WHEREAS, the Missouri Ethics Commission requires each affected municipality to re-adopt the Financial Interest Disclosure Ordinance by September 15, 2013.

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

Section 1. That Section 2-107, "Financial interest disclosure" be re-adopted so that it shall continue to read as follows:

"Section 2-107. Financial interest disclosure.

(a) Conflicts of interest.

(1) All elected and appointed officials as well as employees of the City of Joplin shall comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law, or ordinance of the City of Joplin governing official conduct.

(2) Any member of the city council who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before the city council, must disclose that interest to the city clerk, and such disclosure shall be recorded in the appropriate journal of the city council. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

(a) Ten percent (10%) or more of any business entity; or

(b) An interest having a value of Ten Thousand Dollars ($10,000.00) or more; or

(c) The receipt of a salary, gratuity, or other compensation or remuneration of Five Thousand Dollars ($5,000.00) or more, per year, from an individual, partnership, organization, or association within any calendar year.

(b) Disclosure reports.

(1) Each City Council Person, the City Manager, the City Purchasing Agent, or the Director of Finance, if no such Purchasing Agent is appointed, and the full-time City Attorney, shall disclose the following information by May 1, if any such transaction occurred during the previous calendar year:

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of Five Hundred Dollars ($500.00), if any, that such person had with the City of Joplin, other than compensation received as an employee or payment of any tax, fee, or penalty due to the City of Joplin, and other than transfers for no consideration to the City of Joplin;

(b) The date and the identities of the parties to each transaction know to the person with a total value in excess of Five Hundred Dollars ($500.00), if any, that any business

entity in which such person had a substantial interest, had with the City of Joplin, other than payment of any tax, fee or penalty due to the City of Joplin or transactions involving payment for providing utility service to the City of Joplin, and other than transfers for no consideration to the City of Joplin.

(2) The City Manager, and the City Purchasing Agent, or the Director of Finance if no such purchasing agent is appointed, and the full-time City Attorney, also shall disclose by May 1, for the previous calendar year, the following information:

(a) The name and address of each of the employers of such person from whom income of One Thousand Dollars ($1,000.00) or more was received during the year covered by the statement;

(b) The name and address of each sole proprietorship that he owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he was a partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

(c) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

(c) Filing of reports.

(1) The financial interest statements shall be filed at the

following times, but no person is required to file more than one financial interest statement in any calendar year:

(a) Every person required to file a financial interest statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement;

(b) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

(2) Financial disclosure reports giving the financial information required in Section (b) shall be filed with the City Clerk's office and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours."

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013

Item: COUNCIL BILL NO. 2013-296
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

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

Interim Public Works Director: Sam Anselm	Date: 8/23/2013
City Attorney: Brian Head	Date: 8-26-13
City Manager: R. Mark Rohr	Date: 8-26-13
Board or Commission: Planning and Zoning Commission	Date: 8/12/2013

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "5 in favor, 1 absent"

SUMMARY/REQUEST:
Case 051-13: 1600 East 7th Street – A request for a Final Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BSA, Inc.)

STAFF SUMMARY:
The final plat is to consolidate 34 platted lots into 1 lot for a proposed Wal-Mart Neighborhood Market. Wal-Mart vacated an alley and two utility easements prior to submitting for preliminary and final plat of this property.

Staff recommends approval of Case 051-13.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to vacate all the lot lines within the property they own at 1600 East Seventh Street. This will prevent confusion in the future if Wal-Mart ever wants to sell or re-finance the property.

PUBLIC COMMENT:
None.

Z&P Meeting: August 12, 2013
City Council Meeting: September 3, 2013

STAFF PLANNING REPORT
Final Plat

CASE 051-13:

Final Plat review for "Wal-Mart's First Addition."

NAME OF SUBDIVISION: Wal-Mart's First Addition

LOCATION: 1600 E. 7th Street

APPLICANT: Wal-Mart Real Estate Business Trust / BFA, Inc.

PRESENT ZONING: C-3 (Commercial)

PRESENT LAND USE: Car Dealership, Automotive Repair

SITE CONTEXT:

	North	East	South	West
Existing Zoning	C-3	C-3 / C-3 PD	R-1	M-2
Land Use	Auto Sales	Car Wash,	Single-Family	Retail (former drug store)

SUBDIVISION:

Number of lots	Smallest lot	Largest lot	Average lot size
1	N/A	N/A	5.629

TRANSPORTATION:

Streets with access	Classification	Right-of-way width
E. 7th Street	Major Arterial	85'
S. St. Louis Avenue	Minor Arterial	60'
E. 8th Street	Local	50'
Vermont Avenue	Local	60'

DEDICATED STREET(S):

Dedicated street(s)	Width of street(s)
None	N/A

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:

DOES THE PROPOSED SUBDIVISION COMPLY WITH THE CITY'S SUBDIVISION REGULATIONS?

Yes.

DISCUSSION

The final plat is to consolidate 34 platted lots into 1 lot for a proposed Wal-Mart Neighborhood Market. Wal-Mart vacated an alley and two utility easements prior to submitting for preliminary and final plat of this property.

Staff recommends approval of Case 051-13.

ENCLOSURES:

Final Plat

Submit by Email | Print Form

RECEIVED 6-21-13

CITY OF JOPLIN, MISSOURI

FINAL PLAT CHECKLIST

Case
~~Subdivision No:~~ 057-13
Date Filed: 6-21-13
Date of Meeting: 8-12-13
Fee: $ 0

Return Form To:
Municipal Planner
321 East 4th Street
P.O. Box 1355
Joplin, Missouri 64802
417-624-0820 Ext. 511
FAX 417-625-4738

I. Name of Subdivision: Wal-Mart's First Addition

II. Name of Owner: Wal-Mart Real Estate Business Trust

III. Name of Subdivider: Buescher Frankenberg Associates, Inc

IV. Name of Person who prepared the Plat: Mark R. Frankenberg

V. Date of Hearing: _____

VI. Location of Property by Streets: 1600 East 7th Street, 720 South St. Louis Street, Joplin Mo

VII. Present Zoning of Property C3

VIII. Present Uses of Property Car Dealership, Automotive Repair Shop

IX. No. of Acres in Total Tract 5.629 No. of Lots 1

Instructions:

The following checklist is to be completed by the Municipal Planner and may accompany the Final Plat when it is submitted to the Planning and Zoning Commission. If the answer to any of the questions is "No", a written explanation may accompany this checklist.

X. Does the Final Plat show the following information?	Yes	No
A. Name of the subdivision.	☒	☐
B. Location of section, township, range, county and state, including the desctiptive boundaries of the subdivision based on an accurate traverse, giving angular and linear dimensions which must be mathematically correct.	☒	☐

C. Location of monuments or bench marks. Location of such monuments shall be shown in reference to existing official monuments or the nearest established street, lines, including the true angles and distances to such reference points or monuments. ☒ ☐

D. The location of lots, blocks, streets, public highways, alleys, parks and other features, with accurate dimensions in feet and decimals of feet with the length of radii on all curves, and other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all curbs to lot lines. ☒ ☐

E. Lots numbered clearly. Blocks numbered or lettered clearly in the center of the block. ☒ ☐

F. Exact locations, widths and names of all streets and alleys to be dedicated. ☒ ☐

G. Boundary lines and descriptions of the boundary lines of any area other than streets and alleys, which are to be dedicated or reserved for public use. ☒ ☐

H. Minimum area and associated minimum elevation for the building on each lot planned as a building site when requested by the Planning and Zoning Commission. ☒ ☐

I. Building setback lines on the front and side streets with dimensions. ☒ ☐ (in Notes)

J. Name and address of the registered land surveyor preparing the plat. ☒ ☐

K. Scale of plat, 1" = 100' or larger, date or preparation and north point. ☒ ☐

L. Statement dedicating all easements, streets, alleys, and all other areas not previously dedicated. ☒ ☐

XI. Was the original on mylar, tracing cloth, or similar material, and were 10 copies submitted? ☒ ☐

XII. Have all acknowledgments been signed?

A. Owner or owners and all mortgager.	☒	☐
B. Dedications or reservations.	☒	☐
C. Surveyor preparing plat.	☒	☐

XII. Has certification been submitted stating that all taxes and special assessments due and payable have been paid? ☐ ☐

XIII. Deed Restrictions:

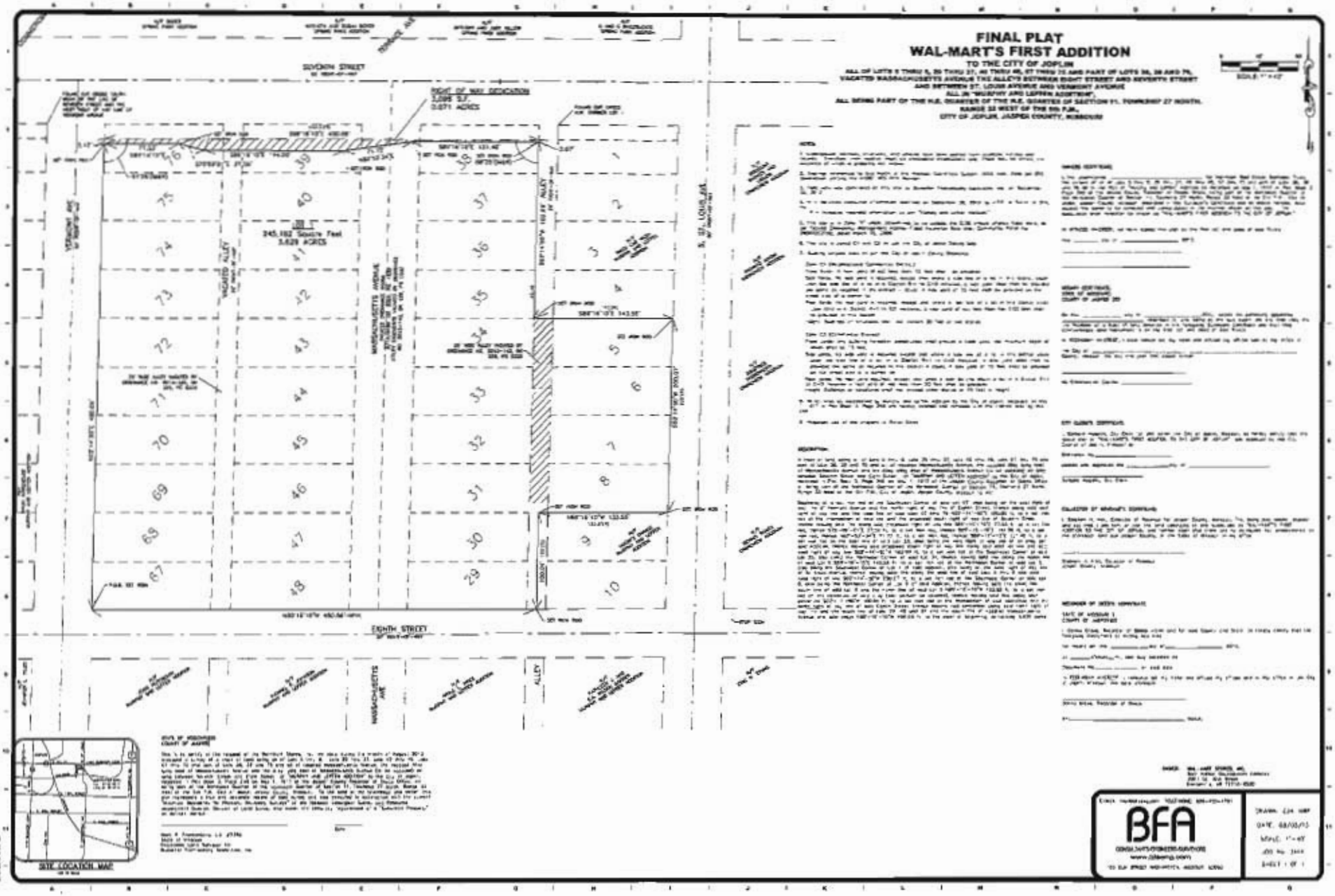
A. Are any deed restrictions planned for subdivision?	☐	☒
B. If so, has a copy been submitted?	☐	☐ (N/A)

XIV. How has installation of the following improvement been guaranteed?

	Construction	Bond	Petition(%)
Streets			
Water			
Sewer			
Sidewalks			
Other, as required			
1.			
2.			
3.			

XV. Are additional comments attached? ☐ ☒

* letter of Credit or performance Bond pending building permit approval of Wal-Mart Neighborhood Market.


FINAL PLAT
WAL-MART'S FIRST ADDITION
TO THE CITY OF JOPLIN
ALL OF LOTS 5 THRU 9, 35 THRU 37, 40 THRU 46, 67 THRU 72 AND PART OF LOTS 38, 39 AND 75,
VACATED MASSACHUSETTS AVENUE THE ALLEY'S BETWEEN EIGHT STREET AND SEVENTH STREET
AND BETWEEN ST. LOUIS AVENUE AND VERMONT AVENUE
ALL IN "MURPHY AND LEPPIN ADDITION",
ALL BEING PART OF THE N.E. QUARTER OF THE N.E. QUARTER OF SECTION 11, TOWNSHIP 27 NORTH,
RANGE 33 WEST OF THE 5th P.M.,
CITY OF JOPLIN, JASPER COUNTY, MISSOURI
SCALE: 1" = 40'
SEVENTH STREET
EIGHTH STREET
VERMONT AVE.
ST. LOUIS AVE.
MASSACHUSETTS AVENUE
245,182 Square Feet
5.629 ACRES
RIGHT OF WAY DEDICATION
7,098 S.F.
0.071 ACRES
NOTES
OWNER CERTIFICATE
CITY CLERK'S CERTIFICATE
COLLECTOR OF REVENUE'S CERTIFICATE
RECORDER OF DEEDS CERTIFICATE
SITE LOCATION MAP
BFA
CONSULTANTS/ENGINEERS/SURVEYORS
www.bfaeng.com
DRAWN: EJH, MBP
DATE: 08/05/05
SCALE: 1"=40'
JOB No. 3444
SHEET 1 OF 1



0 105 210 420 630 840 Feet

Case 051-13: A request for a Final Plat review for "Wal-Mart's First Addition." Located at 1600 E. 7th Street. - Wal-Mart Real Estate Business Trust / BFA, Inc.

N

Case 050-13: 1600 East Seventh Street – A request for a Preliminary Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BFA, Inc.)

Mr. Harrington opened the public comment period for Case 050-13.

Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to vacate all the lot lines within the property they own at 1600 East Seventh Street. This will prevent confusion in the future if Wal-Mart ever wants to sell or re-finance the property.

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 050-13.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE PRELIMINARY PLAT AS PRESENTED CASE 050-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

Mr. Bolander explained that this is a preliminary plat, so the commissioners have the ability to accept that plat themselves. For the final plat, a recommendation for approval would be forwarded to the City Council.

Mr. Harrington asked if the commissioners can accept the preliminary plat without City Council approval, and Mr. Bolander replied that is correct.

Mr. Harrington asked Mr. Cortez to amend his motion to accept the preliminary plat.

MR. CORTEZ MOVED, SECONDED BY MR. BROWN, THAT THE PRELIMINARY PLAT AS PRESENTED IN CASE 050-13 BE APPROVED, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

Case 051-13: 1600 East Seventh Street – A request for a Final Plat for "Wal-Mart's First Addition" – Wal-Mart Real Estate Business Trust (BFA, Inc.)

Mr. Harrington opened the public comment period for Case 051-13.

Mr. Mark Frankenberg, Buescher Frankenberg Associates, appeared representing Wal-Mart to request the review of the final plat for "Wal-Mart's First Addition."

Mr. Harrington asked for comments from the commissioners and the audience, and none were received. He then closed the public comment period for Case 051-13.

MR. BROWN MOVED, SECONDED BY MR. EASTMAN, THAT THE FINAL PLAT AS PRESENTED IN CASE 051-13 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC COMMENT PERIOD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. EASTMAN, MR. HARRINGTON, AND MR. SMITH VOTING "AYE"; AND WITH MR. DUNCAN BEING ABSENT (5 IN FAVOR, 1 ABSENT).

P & Z Case 051-13
Wal-Mart Real Estate Business Trust (BFA, Inc.)
(P & Z Recommended Approval)

COUNCIL BILL NO. 2013-296 **ORDINANCE NO.**

AN ORDINANCE Request to Review the Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh 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. That the grades in the Plat of Final Plat for WAL-MART'S FIRST ADDITION located at 1600 East Seventh Street in the City of Joplin, Jasper County, Missouri, be and the same are herby fixed and established as follows:

Using the bench mark located at the Northeast Corner of Second and Main Streets, in the City of Joplin, Missouri, as adopted as the standard form which grades and elevations are to be measured in said City of Joplin, and by Ordinance No. 77-67 which readopted Section 49.33 of the 1957 CODE OF JOPLIN, MISSOURI, as a datum, and assuming the elevation of said point to be represented by the figure "100", the grades and elevations of the streets and alleys in the Plat of WAL-MART'S FIRST ADDITION, described as follows:

DESCRIPTION: PARCEL IV (Wal-Mart Parcel after vacation and dedication)

A tract of land being all of Lots 5 thru 8, Lots 29 thru 37, Lots 40 thru 48, Lots 67 thru 75 and part of Lots 38, 39 and 76 and all of vacated Massachusetts Avenue, the vacated Alley lying west of Massachusetts Avenue and the portion of the vacated Alley lying east of Massachusetts Avenue all lying between Seventh Street and Eight Street of "MURPHY AND LEFFEN ADDITION" to the City of Joplin, recorded in Plat Book 3, Page 248 on May 1, 1917 of the Jasper County Recorder of Deeds Office, all being part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 27 North, Range 33 West of the 5th P.M., City of Joplin, Jasper County, Missouri to wit:

Beginning at a set iron rod at the Southwest Corner of said Lot 67, also being on the east right of way line of Vermont Avenue and the north right of way line of Eighth Street; thence along said east right of way line and the west line of said Lots 67 thru 76 N02°-14'-50"E 480.05 ft. to a set iron rod at the intersection of said line and the proposed south right of way line of Seventh Street; thence leaving said line along said proposed right of way line S89°-16'-10"E 77.53 ft. to a set iron rod, thence S75°-09'-01"E 27.59 ft. to a set iron rod, thence S89°-16'-10"E 144.00 ft. to a set iron rod, thence N82°-53'-34"E 71.72 ft. to a set iron rod, thence S89°-16'-10"E 131.40 ft. to a set iron rod on the east line of said Lot 38, also being the west right of way line of an alley per said Addition; thence leaving said proposed south right of way line along said east lot line and said west right of way line S02°-14'-50"W 182.99 ft. to a set iron rod at the Southeast Corner of said Lot 35, also being the Northeast Corner of said Lot 34; thence leaving said line along the north line of

said Lot 5 S89°-16'-10"E 143.55 ft. to a set iron rod at the Northeast Corner of said Lot 5, also being the Southeast Corner of Lot 4 of said addition, also being on the west right of way line of St. Louis Avenue; thence leaving said line along the east line of said Lots 5 thru 8 and said west right of line S02°-14'-50"W 200.07 ft. to a set iron rod at the Southeast Corner of said Lot 8, also being the Northeast Corner of Lot 9 of said Addition; thence leaving said line along the south line of said Lot 8 and the north line of said Lot 9 N89°-16'-10"W 133.55 ft. to a set iron rod on the centerline of said vacated alley; thence leaving said line along said centerline S02°-14'-50"W 100.04 ft. to a set iron rod at the intersection of said centerline and the north right of way line of said Eighth Street; thence leaving said centerline along said north right of way line and the south line of Lots 29, 48 and 67 and the south line of vacated Massachusetts Avenue and said Alleys N89°-16'-10"W 460.66 ft. to the point of beginning, containing 5.629 acres.

Section 2. That said plat, have been filed, showing that the lots have been staked out and platted and the street and alleys have been dedicated to the public for public use, and that the proper levels have been run and the grades established for said addition, is hereby accepted by the City of Joplin, Jasper County, Missouri, according to the Statutes of the State of Missouri.

Section 3. That the City Clerk hereby authorized and directed to endorse upon such plat the approval of the Council under her hand and the Seal of the City of Joplin, Missouri

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

EMERGENCY ORDINANCES

City of **JOPLIN**

City Council Agenda Item

REQUESTED COUNCIL SPECIAL MEETING DATE: September 3, 2013

ITEM: Council Bill No. 2013-011 approving the Senior Transitional Housing Site Development Agreement by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation, for the redevelopment of property located at near the intersection of 26th Street and McClelland Blvd.; authorizing the City Manager to execute said Predevelopment Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

ORIGINATING DEPARTMENT: Legal Department

ATTACHMENTS: Council Bill No. 2013-011; Site Development Agreement

DEPARTMENT HEAD:	Brian W. Head	Date: 8-30-13
FINANCE DEPARTMENT:	Leslie Haase	Date: 8-29-13
CITY MANAGER:	R. Mark Rohr	Date: 8/29/13

INTRODUCTION:

This Council Bill approves a Site Development Agreement between the City of Joplin, the Joplin Redevelopment Corporation (JRC), and SWJOMO Seniors, LLC (a subsidiary of Wallace Bajjali) for development of the Senior Transitional Housing project at the intersection of 26th St. and McClelland Blvd.

DISCUSSION:

The attached Council Bill approves an agreement between the City of Joplin, the Joplin Redevelopment Corporation and SWJOMO related to the development at 26th and McClelland Blvd. The Site Development Agreement is based on and is consistent with the form of agreement that was included as an exhibit to the TIF Redevelopment Agreement between the City and the JRC previously approved by the City Council in May.

Pursuant to the land assemblage services agreement, the Joplin Redevelopment Corporation (JRC) has acquired approximately 22.78 acres of land at 26th and McClelland Blvd in the tornado zone. This property will be utilized to construct a Senior Transitional living project that will include senior living, assisted living, memory care and independent living villas. The total project will provide approximately $34,000,000.00 in redevelopment. The developer has requested $6,000,000.00 in proceeds from the TIF program related to the sale of previously purchased land and $4,500,000.00 in CDBG funding.

The City contracted with Springsted, an independent third party analyst, to provide a need for assistance analysis. According to the Springsted analysis, the return on investment without the described assistance would be -0.03% and with the assistance the return would be 5.33%.

Accordingly, it is the belief of City Staff that the requested level of assistance is reasonable and is necessary for the developer to proceed with undertaking the project.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

BWH
attachments

COUNCIL BILL NO. 2013-011 ORDINANCE NO.

AN ORDINANCE approving the Senior Transitional Housing Site Development Agreement by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation, for the redevelopment of property located at near the intersection of 26th Street and McClelland Blvd.; authorizing the City Manager to execute said Predevelopment Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1. That the Senior Transitional Housing Site Development Agreement by and between the City of Joplin and SWJOMO Seniors, LLC, and the Joplin Redevelopment Corporation relating redevelopment of property located at near the intersection of 26th Street and McClelland Blvd., a true and accurate copy of the same being attached hereto, be and the same is hereby approved.

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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2013, by a vote of _____.

By: _____
Melodee Colbert-Kean, Mayor

ATTEST:

By: _____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

By: _____
Brian W. Head, City Attorney

SITE DEVELOPMENT AGREEMENT

(Senior Transitional Housing)

THIS SITE DEVELOPMENT AGREEMENT (the **"Agreement"**) is made and entered into as of the 3rd day of September, 2013 (the "Effective Date"), by and among the **CITY OF JOPLIN, MISSOURI,** a constitutional home rule charter city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri (the "**City**"), the **JOPLIN REDEVELOPMENT CORPORATION, INC.,** an urban redevelopment corporation organized pursuant to Chapter 353 of the Revised Statues of Missouri (the "**Corporation**"), and **SWJOMO SENIORS, LLC**, a Missouri limited liability company (the **"Site Developer"**) (collectively the "**Parties**" and individually as a "**Party**" as the context so requires).

RECITALS:

A. Pursuant to the authority expressly granted under Section 99.800 *et seq.* of the Revised Statutes of Missouri (the "**TIF Act**"), the City Council created the Tax Increment Financing Commission of the City of Joplin, Missouri (the "**TIF Commission**") and empowered the TIF Commission to transact business and exercise its powers as authorized by the TIF Act.

B. Following a public hearing held on November 30, 2012, and continued until December 14, 2012, and in accordance with the provisions of the TIF Act, the TIF Commission passed four resolutions on December 14, 2012, recommending that the City Council approve the Redevelopment Plan, establish the Redevelopment Area, approve the Redevelopment Project and designate the Corporation as the Developer for the Redevelopment Plan.

C. On December 28, 2012, after due consideration of the TIF Commission's recommendations, the City Council introduced and, effective as of January 1, 2013, adopted Ordinance No. 2012-230, which: (1) approved the Joplin Recovery Tax Increment Financing Redevelopment Plan (as subsequently amended, modified, renewed or restated from time to time, the "**Redevelopment Plan**"); (2) established a redevelopment area as described in the Redevelopment Plan (as subsequently amended, modified, renewed or restated from time to time, the "**Redevelopment Area**"), the boundaries of which are set forth in Appendix 2 to the Redevelopment Plan; and (3) approved the Corporation as the developer of the Redevelopment Project described in the Redevelopment Plan.

D. Concurrently therewith, the City Council introduced and, effective as of January 1, 2013, approved Ordinance No. 2012-231, which: (1) approved the redevelopment project described in the Redevelopment Plan (the "**Redevelopment Project**"); and (2) adopted tax increment financing within the Redevelopment Area for the purpose of funding portions of the Redevelopment Project.

E. On May 29, 2013, the City and the Corporation entered into that certain Joplin Recovery Tax Increment Financing Redevelopment Agreement (the **"Master Redevelopment Agreement"**). The Master Redevelopment Agreement provides that the City and the Corporation will enter into Site Development Agreements with the Site Developer for individual Site Development Projects contemplated in the Redevelopment Plan. This Agreement is a Site Development Agreement for a senior housing development (the **"Site Development Project"**) located at 26th Street and McClelland Boulevard in the City.

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

ARTICLE I

DEFINITIONS

1.1. Definitions of Words and Terms. The words and terms used in this Agreement shall have the following meanings:

"Acquisition Costs" is defined in Section 6.5.(a)(5)(iii) of this Agreement.

"Agreement" means this Site Development Agreement, as from time to time amended in accordance with the terms hereof.

"Board of Directors" means the Board of Directors of the Corporation.

"Bond Counsel" means Gilmore & Bell, P.C. or other attorney or firm of attorneys having nationally recognized standing in the field of tax-exempt obligations approved by the City.

"Bond Ordinance" means the ordinance(s) of the City adopted by the City Council authorizing the TIF Obligations, any trust indenture relating thereto, and all related ordinances, resolutions and proceedings.

"Business Day" means any day other than a Saturday, Sunday or any other day in which banking institutions in the State are required or authorized by Law to close.

"Certificate of Completion" means a document substantially in the form of **Exhibit C** attached hereto, delivered by the Site Developer to the City and the Corporation in accordance with this Agreement and which, upon the City's acceptance thereof, will evidence the Site Developer's satisfaction of all obligations and covenants to perform the Site Developer's Work.

"City" means the City of Joplin, Missouri, and its successors and assigns.

"City Attorney" means the City Attorney of the City of Joplin, Missouri.

"City Council" means the duly elected City Council of the City of Joplin, Missouri.

"City Engineer" means the City Engineer of the City of Joplin, Missouri.

"City Manager" means the City Manager of the City of Joplin, Missouri.

"City Parties" is defined in Section 7.1 of this Agreement.

"City Treasurer" means the Finance Director of the City of Joplin, Missouri.

"Commencement of Construction" means a building permit has been issued for any part of the Site Development Project, the Site Developer has waived all termination rights under Section 7.4 of this Agreement, and a notice of commencement has been delivered to the general contractor to commence construction of the Site Development Project.

"Concept Site Plan" means the conceptual site plan depicting the conceptual program for construction of the Site Developer's Work, a copy of which is attached hereto as **Exhibit D** and incorporated herein by reference; provided that, the site plan approved by the City pursuant to its zoning ordinance, and as amended from time to time by the City and as deemed amended to reflect permitted relocation and reconfigurations of buildings or improvements, shall constitute the Concept Site Plan for the purposes of this Agreement; provided that, the Concept Site Plan may be amended as further provided for herein.

"Construction Plans" means plans, drawings, specifications and related documents, notes and construction schedules for the construction of the Site Developer's Work, together with all supplements, amendments or corrections, submitted by the Site Developer and approved by the City in accordance with this Agreement.

"Corporation" means the Joplin Redevelopment Corporation, Inc. and its successors and assigns in interest.

"Corporation Parties" is defined in Section 7.1 of this Agreement.

"County" means Jasper County, Missouri, and its successors and assigns.

"County Collector" means the County Collector for Jasper County, Missouri.

"**Economic Activity Taxes**" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"Events of Default" is defined in Section 7.2 of this Agreement.

"Final Completion" is defined in Section 6.5(a)(9)(iii) and Section 6.5(a)(9)(v)(a) of this Agreement.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, site plan approvals, conditional use permits, variances, building permits, approvals of any City architectural board, or other subdivision, zoning or similar approvals required for the implementation of the Redevelopment Project.

"Land Use Approvals" is defined in Section 6.6 of this Agreement.

"Laws" means all federal, state and local laws, rules, regulations, ordinances, codes, orders, decrees or requirements.

"Master Redevelopment Agreement" is described in Recital E of this Agreement.

"Maximum Reimbursable Amount" means Six Million and No/100 Dollars ($6,000,000.00) for the Site Development Project, plus any Site Developer Carry Costs.

"MoDOT" or **"MODOT"** means the Missouri Department of Transportation.

"Necessary Rights of Way" means Section 6.5(a)(5)(ii) of this Agreement.

"Payments in Lieu of Taxes" has the meaning provided for "Payment in Lieu of Taxes" in Section 99.805 of the TIF Act.

"Private Improvements" means that portion of the Site Developer's Work, including a pro rata allocation of all "soft costs" in connection therewith, described in **Exhibit E** attached hereto.

"Property" means all real property interests related to the Site Development Project, with the land included within the Site Development Project more particularly described on **Exhibit A** to this Agreement, which is incorporated herein by reference.

"Public Bid Process" is defined in Section 6.5(a)(2) of this Agreement.

"Public Improvements" means that portion of the Site Developer's Work, including a pro rata allocation of all "soft costs" in connection therewith, described in **Exhibit F** attached hereto.

"Redevelopment Area" means a certain area of the City known as the Joplin Recovery Redevelopment Area and more particularly described in the Master Redevelopment Agreement and in Appendix 2 to the Redevelopment Plan.

"Redevelopment Plan" means the Joplin Recovery Tax Increment Financing Redevelopment Plan, approved by the City on December 28, 2012, to be effective as of January 1, 2013, pursuant to Ordinance No. 2012-230 pursuant to the TIF Act.

"Redevelopment Project" means the redevelopment project for the Redevelopment Area described in the Redevelopment Plan approved by the City on December 28, 2012 and effective as of January 1, 2013, pursuant to Ordinance No. 2012-231, which project is comprised of multiple site development projects.

"Redevelopment Project Costs" shall have the meaning ascribed to such term in Section 99.805(15) of the TIF Act.

"Relocation Costs" means all costs incurred to relocate the occupants of and businesses on the Property in accordance with the Relocation Plan, including but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Plan including costs of referrals, relocation specialists, planners, attorneys' fees, brokers commissions and staff costs.

"Relocation Plan" means the relocation policy of the City for the Redevelopment Area attached to the Redevelopment Plan as Appendix 6.

"Site Developer Carry Costs" means, if any, the financing costs related to loans obtained by the Site Developer associated with advancing Redevelopment Project Costs that are eligible for reimbursement from the date of expenditure to the date of reimbursement from TIF Revenues or TIF Obligations, including actual interest costs incurred at a rate not to exceed nine percent (9%), provided that such interest shall accumulate but not compound during said time period.

"Site Developer Parties" is defined in Section 7.1 of this Agreement.

"Site Developer Request" is defined in Section 6.5(a)(5)(ii) of this Agreement.

"Site Developer's Work" means all work necessary to prepare the Property and to construct the Site Development Project including construction of the Public Improvements including (a) any traffic upgrades necessary to comply with the requirements of MoDOT, (b) storm sewers, stormwater control, detention facilities and other infrastructure improvements required by the City, or any other entity in order to obtain all necessary stormwater approvals, licenses and permits, (c) water mains, and (d) construction, reconstruction and/or relocation of other utilities as deemed necessary by the Site Developer or as required under the City's municipal code and the Private Improvements including (a) demolition and removal of any existing buildings and improvements located on the Property which the Site Developer deems reasonably necessary to construct the Site Development Project; (b) clearing and grading of the Property; (c) construction of retaining structures; (d) construction of the commercial buildings and structures, and parking fields, and screening and site landscaping on the Property, in accordance with the Concept Site Plan; (e) environmental remediation with respect to the Property as deemed necessary by the Site Developer; and (f) all other work necessary to build the Site Development Project in accordance with the Concept Site Plan.

"Site Development Project" is defined in Recital E of this Agreement.

"Site Development Project Cost Budget" means the budget attached to this Agreement as **Exhibit G**.

"Site Development Schedule" means the schedule attached to this Agreement as **Exhibit H**.

"Special Allocation Fund" means the Joplin Recovery Special Allocation Fund created by the City Council, into which TIF Revenues are from time to time deposited in accordance with the TIF Act and the Master Redevelopment Agreement.

"State" means the State of Missouri.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, inclusive, of the Revised Statutes of Missouri, as amended.

"TIF Commission" means the Tax Increment Financing Commission of the City of Joplin, Missouri.

"TIF Obligations" means the bonds or other obligations, singly or in series, issued by the City or other issuer designated or approved by the City pursuant to the TIF Act and in accordance with the Master Redevelopment Agreement, approved by the City Council of the City of Joplin on the 29th Day of May 2013.

"TIF Ordinance" means Ordinance No. 2012-230 adopted by the City Council on December 28, 2012 and effective on January 1, 2013, and Ordinance No. 2012-231, adopted by the City Council on December 28, 2012 and effective on January 1, 2013, authorizing tax increment financing within the Redevelopment Area.

"TIF Revenues" means (1) Payments in Lieu of Taxes and (2) the Economic Activity Taxes (subject to annual appropriation by the City as provided in the TIF Act) in the Redevelopment Area.

"Trustee" means UMB Bank, N.A., or any other bank or trust company acting as trustee for the TIF Obligations.

"Trust Indenture" means a trust indenture or trust indentures related to the issuance of the TIF Obligations, as amended, modified, renewed or restated from time to time.

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. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

(c) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

ARTICLE II

DESIGNATION OF SITE DEVELOPER

2.1. Designation of Site Developer. The Corporation has selected the Site Developer exclusively to acquire the Property and perform the Site Developer's Work necessary to develop the Site Development Project, on behalf of the Corporation, as contemplated in the Redevelopment Plan.

2.2. Governmental Approvals. The City agrees to cooperate with the Site Developer and to expeditiously process and timely consider all applications for Governmental Approvals as received, all in accordance with the applicable City ordinances and Laws of the State, and to take all further actions on Governmental Approvals (after processing in accordance with applicable Laws) as are consistent with the Redevelopment Plan.

ARTICLE III

REPRESENTATIONS

3.1. Representations by the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) The City is a constitutional home rule charter city organized under Article VI, Sections 19-20 of the Constitution of the State, duly organized and existing under the Laws of the State.

(b) The City has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of the City Council, the City has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) To the City's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the City 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 restriction or any agreement or instrument to which the City is a party.

(d) To the City's knowledge, no official or employee of the City, nor any member of the City Council, has any significant or conflicting interest, financial or otherwise, in the Redevelopment Project, the Site Development Project, or in the transactions contemplated hereby.

(e) To the City's knowledge, there is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

3.2. Representations by the Corporation. The Corporation makes the following representations and warranties, which are true and correct on the date hereof:

(a) The Corporation is an urban redevelopment corporation, duly organized and existing under the Laws of the State.

(b) The Corporation has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its Board of Directors, the Corporation has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(c) To the Corporation's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Corporation 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 restriction or any agreement or instrument to which the Corporation is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Corporation or any of its property of any court or governmental body, 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 Corporation under the terms of any instrument or agreement to which the Corporation is a party.

(d) To the Corporation's knowledge, there is no litigation or proceeding pending or threatened against the Corporation affecting the right of the Corporation to execute or deliver this Agreement or the ability of the Corporation to comply with its obligations under this Agreement.

3.3. Representations by the Site Developer. The Site Developer makes the following representations and warranties, which are true and correct on the date hereof:

(a) The Site Developer is a limited liability company, duly formed and existing under the Laws of the State.

(b) The Site Developer has lawful power and authority to enter into this Agreement and to carry out its obligations hereunder. By proper action of its manager, the Site Developer has been duly authorized to execute and deliver this Agreement, acting by and through its manager.

(c) To the Site Developer's knowledge, the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Agreement by the Site Developer 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 restriction or any agreement or instrument to which the Site Developer is a party or by which it or any of its property is bound, or any order, rule or regulation applicable to the Site Developer or any of its property of any court or governmental body, 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 Site Developer under the terms of any instrument or agreement to which the Site Developer is a party.

(d) To the Site Developer's knowledge, there is no litigation or proceeding pending or threatened against the Site Developer affecting the right of the Site Developer to execute or deliver this Agreement or the ability of the Site Developer to comply with its obligations under this Agreement.

ARTICLE IV

PROJECT FINANCING

4.1. Financing Plan.

(a) Within ninety (90) days after the Effective Date, Site Developer shall submit to City and Corporation a financing plan for the financing of the Redevelopment Project Costs related to the Site Development Project as set out in the Site Development Project Cost Budget setting forth (1) the anticipated sources of funds to pay Redevelopment Project Costs related to the Site Development Project in accordance with the Redevelopment Plan, and (2) the anticipated type and term of the sources of funds to pay said Redevelopment Project Costs (the "**Financing Plan**") for City's and Corporation's review and approval, which approval will not be unreasonably withheld or delayed. Before or after City and Corporation approval, Site Developer shall immediately notify City and Corporation of any material changes in the information affecting the Financing Plan for City's and Corporation's review and approval, which approval will not be unreasonably withheld or delayed.

(b) Concurrently with delivery of the items described in Section 4.1.(a) above, Site Developer will deliver to City and Corporation its certificate stating that to the best of its knowledge and belief: (1) such sources of funds and financing commitments will enable the Site Developer to timely implement the Site Development Project by performing the Site Developer's Work; (2) the information and statements contained therein, taken as a whole, are accurate in all material respects and complete for the purposes for which used and made; (3) the information and statements contained therein do not fail to state any material facts necessary in order to make the statements or representations made therein, in light of the circumstances under which they were made, not misleading. Site Developer's warranties and

representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Agreement.

4.2. Site Developer to Advance Costs. The Site Developer agrees to advance all Redevelopment Project Costs as necessary to acquire the Site Development Project and to complete the Site Developer's Work, all subject to the Site Developer's right to abandon the Site Development Project and terminate this Agreement as set forth in Section 7.4 hereof. Without limiting the generality of the foregoing, the Redevelopment Project Costs of the Site Development Project incurred by the Site Developer pursuant to this Agreement include any and all professional costs, including without limitation, attorneys' fees, incurred by the Site Developer to create the Redevelopment Area, obtain all necessary approvals of the Redevelopment Plan and the Redevelopment Project, and to cause the issuance of any TIF Obligations.

4.3. Preserving the Tax-Exempt Status of TIF Obligations. The City and Corporation may irrevocably waive any requirement of this Agreement that imposes requirements on the Site Developer, or any party that is subject to the obligations and restrictions of this Agreement as an authorized assignee, successor or transferee of Site Developer, related to the payment, collection, administration, guaranty or maximum rate of return resulting from Economic Activity Taxes or Payments in Lieu of Taxes, to the extent the City and Corporation determine in their sole discretion that the waiver is necessary or appropriate in order to facilitate the tax-exempt financing of TIF Obligations. The City and Corporation shall evidence such waiver by providing to the Site Developer written notice specifically listing any requirements waived by the City and Corporation and this Agreement shall be deemed to have been amended to delete the waived provisions as provided therein.

ARTICLE V

REIMBURSEMENT OF REDEVELOPMENT PROJECT COSTS

5.1. Corporation's Obligation to Reimburse Site Developer. Pursuant to this Agreement and in accordance with the Site Development Project Cost Budget, the Corporation agrees to reimburse the Site Developer for Redevelopment Project Costs of the Site Development Project up to the Maximum Reimbursable Amount, plus any Site Developer Carry Costs, payable (to the extent funds are then available) first from the proceeds from the sale of the Property by the Corporation to the Site Developer, net only of customary closing costs, fees and commissions then owed by the Corporation (regardless of whether related to the Site Development Project), and the amount required to pay off any current debt obligations of the Corporation (the **"Sale Proceeds"**), next from any proceeds obtained by the Corporation from the sale or other transfer of any Distressed Area Land Assembly tax credits received by the Corporation (the **"DALA Proceeds"**), next from any TIF Revenues then available, and next from any cash or credit then available to the Corporation (if approved by the Corporation). The Parties agree that (a) the Corporation will not reimburse the Site Developer for Redevelopment Project Costs incurred to acquire the land for the Site Development Project unless there are no other eligible Redevelopment Project Costs to be reimbursed and the Maximum Reimbursement Amount has not yet been paid in full, and (b) no Redevelopment Project Costs will be reimbursed prior to the Commencement of Construction.

The Corporation agrees that the Sale Proceeds and the DALA Proceeds will not be used by the Corporation for any purpose other than to fund the reimbursements due to the Site Developer, up to the Maximum Reimbursement Amount, or pursuant to Section 7.4 of this Agreement, to re-purchase the Property from the Site Developer in the event of a termination of this Agreement pursuant to such Section 7.4.

5.2. Reimbursements Limited to Redevelopment Project Costs Reimbursable Under TIF Act. Nothing in this Agreement shall obligate the Corporation to reimburse the Site Developer for any cost that is not incurred by the Site Developer pursuant to Section 99.820.1 of the TIF Act or that does not qualify as a "redevelopment project cost" under Section 99.805(15) of the TIF Act. Redevelopment Project Costs incurred by the Site Developer will be eligible for reimbursement under this Agreement and in accordance with the Site Development Project Cost Budget upon compliance with the following procedures:

(a) The Site Developer may submit to the City and the Corporation, no more frequently than once per month, a Certificate of Reimbursable Redevelopment Project Costs in substantially the form attached as **Exhibit B** hereto. Such Certificate shall be accompanied by itemized invoices, receipts, copies of checks, or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement. The Site Developer shall, in each certification application, identify the specific line item within the Site Development Project Cost Budget as to which each Redevelopment Project Cost for which certification is requested is assigned.

(b) The City shall notify the Site Developer and the Corporation in writing within thirty (30) days after each submission of its approval or disapproval of the costs identified in each Certificate. If the City determines that any cost identified as a "Reimbursable Redevelopment Project Cost" is not a Redevelopment Project Cost eligible for reimbursement under this Agreement, the Redevelopment Plan or the TIF Act, then the City shall so notify the Site Developer in writing within thirty (30) days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Site Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Redevelopment Project Costs eligible under the TIF Act and the Redevelopment Plan and in accordance with the Site Development Project Cost Budget with a supplemental application for payment. The Site Developer shall have the right and ability to adjust reimbursable expense amounts within, and among, reimbursable expense categories as shown on the Site Development Project Cost Budget, so long as the total amount of reimbursable expenses to the Site Developer does not exceed the Maximum Reimbursable Amount.

(c) The Site Developer shall provide such information as the Corporation or the City may request, and shall make its books and records with respect to the Site Development Project available to the Corporation and the City, for the Corporation and the City to confirm that any cost qualifies under this Agreement and has been incurred and paid by the Site Developer.

(d) The City acknowledges and agrees that any Certificate of Reimbursable Redevelopment Costs submitted by the Site Developer under this Agreement shall, for purposes of the Master Redevelopment Agreement, be deemed a submission of a Certificate of Reimbursable Redevelopment Costs by the Corporation under the Master Redevelopment Agreement.

5.3. Corporation's Obligations Limited. Notwithstanding any other term or provision of this Agreement, the Corporation's reimbursement obligations under this Agreement with respect to Redevelopment Project Costs under the TIF Act and the Redevelopment Plan are a limited obligation, payable solely in accordance with this Agreement.

ARTICLE VI

CONSTRUCTION OF THE SITE DEVELOPMENT PROJECT

6.1. Site Developer to Acquire the Property. The Site Developer shall acquire all Property necessary for the Site Development Project. The Site Developer shall have the right to encumber its interest in the Property concurrent with acquisition of such Property and payment of acquisition costs. All of the Property acquired by the Site Developer, subject to the rights of assignment under this Agreement, and except with regard to Property upon which the Public Improvements are located or which may be held by the City, the Corporation or other political subdivision, shall be held in the name of the Site Developer and shall be subject to the terms, conditions and covenants contained herein and in the Redevelopment Plan immediately upon acquisition and prior to any encumbrances placed thereon.

6.2. Relocation. The Site Developer shall relocate those occupants or businesses displaced from any portion of the Property acquired by the Site Developer in accordance with and to the extent required by the Relocation Plan and applicable Law, except insofar as otherwise agreed in writing by such displaced occupant or business and approved in writing by the Site Developer; it being understood and agreed that any displaced occupant or business may waive his/her/their rights to statutory and other relocation benefits under the Relocation Plan or otherwise.

6.3. Site Development Schedule.

(a) It is the intention of the parties that development activities for the Site Development Project be substantially commenced and completed on or before the estimated dates set forth on the Site Development Schedule, as may be reasonably amended from time to time. The Site Developer shall perform the Site Developer's Work in sufficient time to comply with the Site Development Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the TIF Act (as determined by City) shall be processed in accordance with the TIF Act, and changes in the development program contemplated by the Redevelopment Plan that do not require a statutorily mandated Redevelopment Plan amendment shall be made by agreement of the parties hereto. The parties hereto recognize and agree that market and other conditions may affect the Site Development Schedule. Therefore, the Site Development Schedule is subject to change and/or modification, with the written approval of City and Corporation, which shall not be unreasonably conditioned, delayed, or withheld.

(b) Any amendment to the Redevelopment Plan that is approved by City as provided herein shall immediately operate and be deemed to be an amendment to the approved Site Development Schedule and the provisions of this Agreement. City shall endeavor to expedite the approval of the Governmental Approvals; provided, however, that nothing herein shall constitute or be deemed to be a waiver by City or the City Council of its legislative authority. If as a result of solely the Site Developer's failure to timely complete its obligations under this Agreement and provided that the City and Corporation have fulfilled all of the terms of this Agreement and provided that the delay has not been caused by an event not otherwise in control of the Site Developer, the City and Corporation may require the Site Developer to appear before the City Council to show cause why this Agreement shall not be terminated in accordance with Section 7.3 hereof.

6.4. Site Developer to Construct the Site Development Project. In accordance with the TIF Act and the terms and conditions of the Redevelopment Plan and this Agreement, to ameliorate or satisfy those conditions which are the basis for eligibility and designation of the Redevelopment Area as a blighted area and otherwise eligible as a development area under the TIF Act, the Site Developer shall cause the Site Development Project to be developed through the performance of the Site Developer's Work. The Site Developer shall commence the construction of the Site Developer's Work in a good and workmanlike manner in accordance with the terms of this Agreement. Upon reasonable advance notice, the Site Developer and its project team shall meet with the City's zoning administrator/building commissioner to review and discuss the design and construction of the Site Development Project in order to enable the zoning administrator/building commissioner to monitor the status of construction and to determine that the Site Development Project is being performed and completed in accordance with this Agreement. The Site Development Project shall be constructed in accordance with the Site Development Project Cost Budget, shall be consistent with the Redevelopment Plan, the Master Redevelopment Agreement, and the terms of this Agreement, and shall be constructed and operated in a manner that the Property will be subject to property taxes.

6.5. Design and Construction of Public Improvements. The Site Developer may enter into one or more construction contracts to complete Public Improvements associated with the Site Developer's Work. Contractors will not have any recourse against the City or the Corporation.

(a) **Site Developer's Duties.** Site Developer shall cause all of the Public Improvements to be designed and constructed as follows:

(1) The Public Improvements shall be constructed in accordance with all applicable Laws and such Construction Plans as are approved by City staff in writing, including prevailing wage requirements. Site Developer, with the assistance of City as requested, shall obtain all approvals and permits required by MoDOT, and any other entities or governmental departments specified by MoDOT, for the Public Improvements prior to the commencement of any construction for any Public Improvements requiring MoDOT approval. City agrees to cooperate in good faith to facilitate approval of the design, engineering and construction of the Public Improvements requiring approval by MoDOT, if any and by any other governmental entities or governmental departments.

(2) The contracts related to the construction of the Public Improvements shall be subject to a transparent, open and competitive public bidding process conducted by Site Developer which will allow for the selection of the lowest and most qualified contractor that is capable of complying with the Site Development Schedule to be selected based upon bid criteria developed by Site Developer and approved in writing by City (the "**Public Bid Process**"), such approval shall not be unreasonably withheld.

(3) **Timing of Public Improvements.** Prior to the design, engineering, and construction of the Public Improvements, Site Developer shall submit to the City Engineer a proposed schedule for the Public Improvements. The City Engineer shall approve the schedule as presented or return the schedule with comments, to be resubmitted by Site Developer until approved by the City Engineer, and such approval shall not be unreasonably withheld or delayed. Once the schedule is approved by the City Engineer, City and Site Developer shall mutually approve and adopt such changes to the Site Development Schedule as required to take into account the schedule for the Public Improvements approved by the City Engineer. Such changes to the Site Development

Schedule shall be approved administratively, unless a statutorily mandated Redevelopment Plan amendment is required. The provisions of this Section 6.5.(a)(3) and the schedule for the Public Improvements are subject to the provisions of Section 6.7.(c) hereof.

(4) **Design Phase.** Site Developer shall meet with City staff regarding preliminary design of the Public Improvements to be constructed by Site Developer pursuant to this Agreement and shall submit all preliminary design documents to City for approval before proceeding with the construction of the Public Improvements. On the basis of such approved preliminary design documents, Site Developer shall:

i) Prepare Construction Plans including detailed drawings, plans, design data, estimates, and technical specifications to show the character and scope of the work to be performed by contractors for all Public Improvements.

ii) Furnish to City staff for its review and approval copies of such Construction Plans and other documents and design data as may be required to secure approval of such governmental authorities as may have jurisdiction over design criteria applicable to the Public Improvements.

iii) Following review and approval of the Construction Plans, furnish the number of approval copies of the final Construction Plans for the Public Improvements as City staff may reasonably require.

(5) **Right of Way Acquisition.**

i) Site Developer shall be responsible for acquiring or negotiating for the conveyance of the right-of-way or easements, if any, that are needed to construct the Public Improvements, including necessary temporary construction easements. In addition, Site Developer will convey or cause to be conveyed all rights-of-way or easements upon property owned or controlled by Site Developer that are needed to construct the Public Improvements, including all necessary temporary construction easements. All rights-of-way or easements to be provided by Site Developer under this Section 6.5.(a)(5) shall be provided to City without charge.

ii) In the event that Site Developer is unable, after good faith negotiations, to acquire some or all of the right-of-way or easements necessary for those Public Improvements over which City exercises jurisdiction (the "**Necessary Rights-of-Way**"), Site Developer shall deliver to City a written request (the "**Site Developer Request**") for City to acquire any of the Necessary Right-of-Way. If City agrees, at its sole discretion, to attempt to acquire any of the Necessary Rights-of-Way, City will enter into good faith negotiations and, at its option, may exercise its power of eminent domain to acquire any or all of such Necessary Rights-of-Way.

iii) In the event City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Right-of-Way, prior to beginning any work to acquire said Necessary Right-of-Way, Site

Developer shall first deposit into escrow with City an amount equal to one hundred twenty five percent (125%) of the estimated acquisition costs. Acquisition costs paid by City ("**Acquisition Costs**") shall be a Redevelopment Project Cost eligible for reimbursement and shall include, but shall not be limited to: the actual price paid for all rights-of-way or easements, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of rights-of-way or easements, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of rights-of-way or easements, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the rights-of-way or easements. City may require that Site Developer enter into a separate acquisition funding agreement with City to provide for the terms and conditions under which Site Developer will place one hundred twenty five (125%) of all estimated Acquisition Costs in escrow with City prior to commencement of condemnation for rights-of-way or easements. The acquisition funding agreement shall obligate Site Developer to reimburse City in full for all Acquisition Costs that result from City's condemnation process for any portion of the Public Improvements.

(6) **Utility Relocation.** The parties agree that if costs are incurred associated with relocating the existing utilities, if any, from any existing public or private easement or from any existing right-of-way, as a result of construction of the Public Improvements, such costs shall be paid by Site Developer and are not the responsibility of City; to the extent set forth in the Site Development Project Cost Budget, such costs shall be a Redevelopment Project Cost eligible for reimbursement. The parties agree that all costs associated with relocating any existing utilities from any existing right-of-way as a result of construction of the Public Improvements, which are not paid by a utility company, shall be paid by Site Developer and are not the responsibility of City; to the extent set forth in the Site Development Project Cost Budget, such costs shall be a Redevelopment Project Cost eligible for reimbursement.

(7) **Inspections and Change Orders.** City, or its designees, shall have the right to inspect, observe, and oversee the construction of all Public Improvements in order to ascertain and determine that the standards of City have been met. Site Developer shall obtain approval of City staff of all change orders over one hundred thousand dollars and no cents ($100,000) relating to the Public Improvements; provided, however, that City shall not unreasonably withhold or delay its consent. The City shall respond within fifteen (15) days to all change orders.

(8) **Dedication.** Upon completion, inspection and approval of the Public Improvements by City or MoDOT, as applicable, Site Developer will dedicate the Public Improvements to City or MoDOT, as applicable, for its use, operation and maintenance. City shall be under no obligation to accept the dedication or conveyance of any Public Improvement constructed pursuant to this Agreement until it has been inspected and approved to the reasonable satisfaction of City or MoDOT, as applicable. Upon written notice of the inspection and approval of the City's Director of Public Works, Site Developer agrees to convey all the Public Improvements to City or MoDOT, as applicable, free and clear of all liens and encumbrances or other obligations. Said conveyance shall be by appropriate document, and shall be sufficient, in the reasonable

opinion of the City Attorney, to convey marketable title of record, as set forth in Title Standard 4 of the Missouri Bar.

(9) **Insurance.**

i) General Provisions. Prior to commencing construction of the Public Improvements, and at all times until the Public Improvements are accepted by and dedicated to City or conveyed to MoDOT, as applicable, Site Developer shall obtain and keep in force the following insurance and Site Developer shall file with City a certificate of insurance evidencing such insurance:

a) Commercial General Liability: Commercial general liability insurance written on an occurrence basis including personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability (with a cross liability clause), and products and completed operations liability, in limits not to exceed $1,000,000 inclusive per occurrence and $1,000,000 annual aggregate.

b) Automobile Liability: Minimum $1,000,000 combined single limit for bodily injury and property damage; applicable to owned, non-owned and hired automobiles.

c) Workers' Compensation: As required by state statute; if exempt, must submit letter stating the exemption; employer's liability $1,000,000 each occurrence.

d) Umbrella/Excess Liability: An umbrella or excess liability policy in the minimum amount of $5,000,000 each occurrence and aggregate; at least as broad as the underlying general liability, automobile liability and employer's liability.

ii) Endorsements. The following endorsements shall attach to the policy:

a) The policy shall cover personal injury as well as bodily injury.

b) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.

c) Broad form property damage liability shall be afforded.

d) City shall be listed as an additional insured.

e) Standard form of cross-liability shall be afforded.

f) The policy shall not be cancelled or not renewed without thirty (30) days advance written notice of such event being given to City.

iii) Use of Contractors and Subcontractors. Site Developer shall not permit any contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Subsection. Said insurance shall be maintained in full force and effect until the completion of construction of the Public Improvements, and acceptance of such Public Improvements by City or MoDOT (as used in this Subsection, **"Final Completion"**). Subject to MODOT requirements, Site Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Site Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Site Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Site Developer's notice provided as set forth above. In the event objections are made by the City, Site Developer shall proceed to correct the deficiency in accordance with the Construction Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Site Developer, City shall provide verification in writing of Final Completion.

iv) Workers' Compensation. Site Developer shall ensure that all contractors performing work for Site Developer obtain and maintain Workers' Compensation Insurance for all employees, Site Developer shall cause all contractors to require subcontractors to provide Workers' Compensation insurance for all subcontractor's employees, in compliance with State laws, and to fully protect City from any and all claims arising out of occurrences during construction of the Public Improvements. Site Developer hereby indemnifies City for any damage resulting to it from failure of either Site Developer or any contractor to obtain and maintain such insurance. Site Developer further waives, and shall cause all contractors performing work for Site Developer to waive, its rights to subrogation with respect to any claim against the City for injury arising out of performance under this Agreement. Site Developer shall cause all contractors to ensure that all subcontractors performing work for Site Developer to waive their rights to subrogation with respect to any claim against City for injury arising out of performance under this Agreement. Site Developer shall provide City with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the Public Improvements, and shall cause such insurance to be maintained at all times that any work on the Public Improvements is being performed.

v) Bonds; Assignment of Warranty. Site Developer shall provide, or cause to be provided, or cause its contractor to provide the following bonds and assignment of warranty for the Public Improvements and all other public infrastructure improvements that are constructed by Site Developer and dedicated to City. Site Developer shall comply with MoDOT requirements for bonds regarding work performed in MoDOT right of way.

a) Performance Bond and Payment Bond. Prior to commencement of construction and ending upon the completion of construction of the Public Improvements and acceptance of such Public Improvements by the City what about any MODOT improvements? in accordance with adopted City engineering standards and requirements (as used in this Subsection, **"Final Completion"**), Site Developer shall maintain or cause to be maintained or cause its contractor to maintain a performance and payment bond substantially in the forms as set forth in a form reasonably approved by the City Attorney, in an amount equal to the cost of the Public Improvements covered by such bond, as reasonably determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The performance and payment bond shall name City as obligee and copies of certificates of such bond shall be delivered to City. No other party shall be named as a co-obligee on any of such bonds except with the prior written consent of City. Site Developer shall send City not less than ten (10) days' advance notice of Final Completion. City shall provide Site Developer with a detailed written notice of the reasons for objection to the Final Completion of the Public Improvements within such ten (10) day period. In the event no objections are received by Site Developer, Final Completion shall be deemed to have occurred on the date of Final Completion set forth in the Site Developer's notice provided as set forth above. In the event objections are made by the City, Site Developer shall proceed to correct the deficiency in accordance with the Construction Plans and the foregoing procedure shall be repeated until the deficiency is corrected and the City approves the Final Completion in accordance with the foregoing procedure. Upon request of Site Developer, City shall provide verification in writing of Final Completion.

b) Assignment of Contractor's Warranty. Prior to acceptance and dedication of the Public Improvements, Site Developer shall assign, in a form reasonably approved by the City Attorney, general contractor's warranty for the Public Improvements, which warranty shall be in effect for a term of one (1) year from the date of Final Completion as defined in subsection a) above for such Public Improvements.

c) Indemnity for Failure to Provide Bonds. Site Developer shall indemnify the City Parties for any damage resulting to the City Parties from failure of Site Developer to provide the bonds set forth in this Section.

(10) **City Inspector.** City shall cause a qualified and authorized inspector to be present at reasonable times during the construction of the Public Improvements to facilitate the resolution of construction decisions arising in the field.

6.6. Design Criteria and Review Procedures.

(a) The Site Developer shall comply with and/or follow controls and design criteria relating to the Private Improvements as a part of all zoning (including preliminary and final site plans) and subdivision approvals (hereinafter collectively referred to as "Land Use Approvals").

(b) Construction Plans, site plans, and building elevations for the Private Improvements shall conform to the Redevelopment Plan, Land Use Approvals, the Concept Site Plan, and this Agreement. In order to insure that the Private Improvements and their construction will be in accordance with the provisions of this Agreement, and in substantial agreement with proposals made by the Site Developer to the City and Corporation, the Parties agree as follows:

(1) No Private Improvements shall be commenced or made unless and until all the Construction Plans therefor, in the detail herein required, or any changes thereto, shall have been submitted to and approved in writing by the City or the City staff all in accordance with the Redevelopment Plan and Land Use Approvals.

(2) The City shall have the absolute right in its judgment and discretion at any time to approve a variance from conformance to, or a waiver of compliance with, the approved controls and design criteria relating to the Private Improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the Construction Plans or changes thereto, subject to all applicable City ordinance provisions.

(3) Subsequent to commencement of the Private Improvements and until said Private Improvements have been completed, the Site Developer shall, as part of the report required by Section 8.7, describe in such detail as may reasonably be required by the City, the progress of the Site Developer in construction. During such period the work of the Site Developer shall be subject to inspection by representatives of the City as described in Section 6.7.

(4) Unless otherwise provided by law, the City Parties shall not be liable to the Site Developer with respect to Construction Plans for the Private Improvements or modifications submitted for approval, or for any other action in connection with its or their duties hereunder. The Site Developer agrees that it will not bring any action or suit to recover any damages against the City Parties arising or in any way connected with the approval of or failure to approve any Construction Plans for the Private Improvements or changes submitted by the Site Developer.

6.7. Control of Project.

(a) **Construction.** Except as otherwise provided in this Agreement, Site Developer shall have complete and exclusive control over construction associated with the Site Developer's Work, subject, however, to all applicable Laws. Site Developer hereby grants to City, its agents and employees the right to enter at reasonable times for the purpose of inspecting the Site Development Project.

(b) **Dedication of Right of Way.** Site Developer shall dedicate all necessary rights-of-way located within the boundaries of the Property to City at no cost to the City. Site Developer shall dedicate the real property necessary for construction of the Public Improvements to City at no cost to City.

(c) **Certificate of Completion**. Promptly after completion of the Site Developer's Work in accordance with the provisions of this Agreement, the Site Developer will furnish to the City a Certificate of Completion so certifying. The City shall, within thirty (30) days following delivery of the Certificate of Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Completion. The Certificate of Completion shall be deemed accepted by the City unless, prior to the end of such thirty (30) day period after delivery to the City of the Certificate of Completion, the City furnishes the Site Developer with specific written objections to the status of the Site Developer's Work, describing such objections and the measures required to correct such objections in reasonable detail. Upon acceptance of the Certificate of Completion by the City or upon the lapse of thirty (30) days after delivery thereof to the City without any written objections thereto, the Site Developer may record the Certificate of Completion with the recorder of deeds for the County, and the same shall constitute evidence of the satisfaction of the Site Developer's agreements and covenants to perform all of the Site Developer's Work. The Certificate of Completion shall be in substantially the form attached as **Exhibit C** hereto and incorporated by reference herein.

(d) **Maintenance and Repair.** Site Developer, at its sole cost and expense, at all times shall (1) maintain and operate the Site Development Project, but not City or State owned Public Improvements, like other similarly situated developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Site Development Project, (3) keep the Site Development Project in good condition, repair and appearance, all in accordance with applicable City code requirements. Site Developer shall maintain casualty insurance on the Site Development Project in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand. Unless Site Developer has agreed to fulfill such obligations, Site Developer shall use its best efforts to contractually obligate any tenant, purchaser, transferee, developer, manager, contractor or subcontractor ("**User**") to comply with the provisions of this Section for its respective portion of the Private Improvements. Site Developer shall enforce the provisions of this Section in a commercially reasonable manner. Site Developer hereby agrees that every lease, sales contract or other contract regarding the Site Development Project and the Property indicate the responsibility of the Site Developer or User to fulfill the terms of this Section. Site Developer shall use commercially reasonable efforts to enforce such contract rights.

6.8. Certificate of Completion and Compliance.

(a) Upon the completion of construction of the Site Development Project, Site Developer shall submit a report to the City and Corporation certifying that the Site Developer's Work has been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Agreement. Site Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Site Developer's knowledge, a reasonable estimate of (1) the total cost of completing the Site Developer's Work; (2) Redevelopment Project Costs incurred which are eligible for reimbursement pursuant to the Redevelopment Plan or which have been paid for or are to be reimbursed with the proceeds of

the TIF Revenues or TIF Obligations; and (3) the actual private equity and debt used to complete the Site Developer's Work.

(b) City may conduct an investigation, and if City determines that the Site Development Project or any portion thereof has been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Completion where appropriate and other applicable Laws, and that as of the date of the request, all of Site Developer's duties pursuant to this Agreement have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Site Development Project or any portion thereof which is the subject of an investigation or review under this Section has not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Site Developer is not in material compliance with the terms of this Agreement, then it shall not issue a Certificate of Completion and Compliance and shall specify in writing the reason or reasons for withholding its certification. Upon request of Site Developer, City shall hold a hearing at which Site Developer may present new and/or additional evidence.

(1) The issuance of a Certificate of Completion and Compliance by City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Site Developer to complete the Site Developer's Work within the dates for the beginning and completion thereof, but shall not prevent City or Corporation from future action in the event of any subsequent default by Site Developer in the performance of any of its other obligations under this Agreement.

(2) Each such certificate issued by City shall contain a description of the real property affected thereby and shall be in such form as will enable it to be accepted for recording in the real estate records of the County.

The City shall respond within fifteen (15) days to all requests by Site Developer for the issuance of a certificate or hearing under this Section.

ARTICLE VII

COVENANTS; EVENTS OF DEFAULT AND REMEDIES

7.1. Mutual Release; Indemnification. No party shall be liable to any other party for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof any party is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of each party shall be deemed to be the covenants, stipulations, promises, agreements and obligations of each party, respectively, and not of any of their governing body members, officers, agents, servants or employees in their individual capacities. No elected or appointed official, employee or representative of any party shall be personally liable to any other party in the event of a default or breach by any party under this Agreement or for any amount of the TIF Obligations which may become due to any party under the terms of this Agreement. The Corporation releases from and covenants that the City and its officers, agents, attorneys, employees and independent contractors, and the members of the City Council (collectively, the **"City Parties"**), and the Site Developer and its managers, officers, agents, affiliates, attorneys, employees and contractors (collectively, the **"Site Developer Parties"**) shall not be liable for, and, to the extent permitted by law, the Corporation shall

indemnify and hold harmless the City Parties and the Site Developer Parties, against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and expenses) resulting from, arising out of, or in any way connection with (1) an event of default by the Corporation, (2) the negligence or intentional misconduct of the Corporation, any member of its Board of Directors, its employees, agents, contractors, or subcontractors (collectively, the **"Corporation Parties"**). The Site Developer releases from and covenants that the City Parties and the Corporation Parties shall not be liable for, and, to the extent permitted by law, the Site Developer shall indemnify and hold harmless the City Parties and the Corporation Parties, against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including attorneys' fees and expenses) resulting from, arising out of, or in any way connection with (1) an event of default by the Site Developer, (2) the negligence or intentional misconduct of the Site Developer Parties, or (3) engineering, design or construction of the Site Development Project. Notwithstanding the foregoing terms of this Section, the Corporation is not obligated to defend, hold harmless or indemnify the City Parties or the Site Developer Parties with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City Parties or the Site Developer Parties, respectively, and the Site Developer is not obligated to defend, hold harmless or indemnify the City Parties or the Corporation Parties with respect to any matter or expense resulting from or arising out of the negligence or willful misconduct of the City Parties or the Corporation Parties, respectively.

7.2. Events of Default. The following shall constitute **"Events of Default"** of the Corporation, the City or the Site Developer, as the case may be:

(a) The filing of a voluntary petition in bankruptcy or insolvency or a petition for reorganization under any bankruptcy law;

(b) The consent to an involuntary petition in bankruptcy and the failure to vacate within sixty (60) days from the date of entry thereof or any order approving an involuntary petition;

(c) The entering of an order, judgment or decree by any court of competent jurisdiction, on the application of a creditor, adjudicating such party a bankrupt or insolvent or approving a petition seeking reorganization or appointment of a receiver, trustee or liquidator of all or a substantial part of such party's assets, and such order, judgment or decree shall continue unstayed and in effect for a period of sixty (60) days;

(d) The gross negligence, fraud or willful misconduct in the performance or observance of its obligations or duties provided for under the terms of this Agreement;

(e) The failure of a party to perform, keep or fulfill any of the covenants, undertakings, obligations or conditions set forth in this Agreement, including any failure to make any payments due hereunder, and the continuance of any such default for a period of thirty (30) days after written notice of such failure, or, if the default is not a default in the payment of a monetary sum to be paid under this Agreement, the default is susceptible of cure with reasonable diligence and such party commences such cure promptly following receipt of written notice of such failure, then for such additional period as the cure shall continue to be pursued with reasonable diligence.

7.3. Remedies. Upon the occurrence of an Event of Default, a non-defaulting party may, without prejudice to any other recourse at law or in equity which it may have, terminate this Agreement

upon written notice to the defaulting party, and in such event this Agreement shall terminate as of the date such notice is given.

7.4. Site Developer's Right of Termination. The Site Developer may, by giving written notice to the Corporation and the City at any time prior to the dates provided below, abandon the Site Development Project and terminate this Agreement, if any of the following contingencies should arise within the time periods provided:

(a) on or before July 31, 2014, the Site Developer does not (despite the Site Developer's diligent efforts) receive all necessary permits and approvals from any and all entities having jurisdiction over the Property;

(b) if any default exists under the Master Redevelopment Agreement, or any changes are made to the Master Redevelopment Agreement, that could prevent the Corporation from receiving reimbursement of Redevelopment Project Costs that relate to the Site Development Project; or

(c) if the City, the Corporation or the Site Developer, prior to the time the Site Developer's Work commences, fails to secure a public financing source of at least $5,800,000.00 to pay for a portion of the Site Developer's Work, subject only to such conditions as the Site Developer may approve in writing.

In the event the Property has been transferred or conveyed to the Site Developer prior to the time this Agreement is terminated pursuant to this Section, then within thirty (30) days after the notice of termination, the Corporation will repurchase the Property from Site Developer or subsequent purchasers, in the amount that the Site Developer paid to the Corporation for the Property, plus any carry costs incurred by the Site Developer prior to the date of termination, less the amount of any reimbursements paid by the Corporation to the Site Developer to reimburse costs of the Site Development Project. At such time as the Site Developer encumbers the Site Development Project with any lien to secure debt incurred by the Site Developer to finance costs of the Site Development Project, the Corporation may request that the lender (the **"Project Lender"**) offer to the Corporation certain rights and remedies with respect to the Site Development Project in the event of any default by the Site Developer under its loan, which the Project Lender may accept or deny in its sole discretion and subject to its internal credit approvals.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1. Payments in Lieu of Taxes.

(a) Pursuant to the provisions of the Redevelopment Plan, the Master Redevelopment Agreement, and the TIF Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Area, the real property located therein is subject to assessment for annual Payments in Lieu of Taxes. Payments in Lieu of Taxes shall be due November 30 of each year in which said amount is required to be paid and will be considered delinquent if not paid by December 31 of each such year or as otherwise determined by applicable law. The obligation to make said Payments in Lieu of Taxes shall be a covenant running with the land for the duration of the

Redevelopment Plan (and any renewal periods thereof) and shall create a lien on the Property in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Site Developer and its successors and assigns in ownership of the Property in the Redevelopment Area.

(b) Failure to pay Payments in Lieu of Taxes as to the Property shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Site Developer in the event Site Developer is not the owner of such property) of the provisions of Section 7.2 hereof, and shall entitle City, the County Collector or any other government official or body charged with the collection of any such sums (any one or more of such persons hereinafter individually or collectively referred to as the "**Collection Authority**") to proceed against such property and/or the tenant or the owner thereof (but not Site Developer in the event Site Developer is not the owner of such property) as in other delinquent property tax cases or otherwise as permitted at law or in equity, and, if applicable, such failure shall entitle the Collection Authority to seek all other legal and equitable remedies it may have to ensure the timely payment of all such sums or of the principal of and interest on any outstanding TIF Obligations secured by such payments; provided, however, that the failure of any property in the Redevelopment Area to yield sufficient payments in lieu of taxes because the increase in the current equalized assessed value of such property is or was not as great as expected, shall not by itself constitute a breach or default.

(c) Notwithstanding anything to the contrary, herein, the lien on the Property shall be deemed (1) released as to any public street or other public way included within any plat proposed by Site Developer, effective upon the passage of an Ordinance by City approving the same, and (2) subordinated to the lot lines, utility easements and other similar matters established by any such plat (but not to any private access or parking rights granted or created by any such plat), effective upon the passage of Ordinance by City as aforesaid, and to any easement or like interests granted to City or any public utility for public facilities or utilities or connection(s) thereto.

8.2. Economic Activity Taxes. In addition to the payments in lieu of taxes described herein, and pursuant to Section 99.845.3 of the Act, Economic Activity Taxes shall be allocated to, and paid by the collecting officer, who shall be the City, as hereinafter provided, to the City Treasurer or other designated financial officer of City, who shall deposit such funds in the Economic Activity Account within the Special Allocation Fund. For as long as the Redevelopment Area is subject to tax increment financing, Economic Activity Taxes shall be determined in accordance with the following procedures (subject, however, to the provisions of Section 99.835 of the Act):

(a) **Disclosure of Economic Activity Taxes Information.** City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual business provided to the City as documentation of Economic Activity Taxes.

(b) **Certification by City.** City, following reasonable research and investigation, using independent consultants, accountants and counsel shall certify the nature and amount of Economic Activity Taxes payable by each taxing district from which Economic Activity Taxes are due, or as otherwise required by the procedures and requirements of the taxing district from time to time established. Upon written request from Site Developer or taxing district, City shall provide its certification of Economic Activity Taxes due to the governing body of each such taxing district.

8.3. Reasonable Level of Earnings. The purpose of affording public assistance to the Site Development Project is to accomplish the stated public purposes and not to subsidize an otherwise economically viable development project. While it has been determined by both the TIF Commission and the City Council that the Redevelopment Project would not be undertaken but for the public assistance being provided, the parties recognize that the ongoing profitability of the Site Development Project to Site Developer is based upon projections that may or may not be fulfilled. Therefore, in order to ensure that the public assistance being provided does not subsidize an unreasonable level of earnings for Site Developer, the parties agree that a reasonable level of earnings for the Site Development Project is a cumulative (from the first date of investment) "all cash" annual rate of return upon the Private Investment (as hereinafter defined) of twelve percent (12%) after taxes on an annual basis and fifteen percent (15%) after taxes upon a sale of the Site Development Project (the "**Annual Rate of Return**"), calculated in the manner reflected for the hypothetical project as shown on **Schedule 8.3** to this Agreement.

(a) **Cash Flow.** If as of the last day of each calendar year after the Effective Date and prior to the termination of the Redevelopment Area as a development area, the Net Cash Flow (as hereinafter defined) exceeds the cash flow necessary to generate the Annual Rate of Return, Site Developer shall, provided that City is not otherwise in default of this Agreement beyond applicable grace and cure periods, pay to the City the City Share (as hereinafter defined) for use to expedite retirement of the TIF Obligations. Any excess Net Cash Flow remaining after the contribution of the City Share shall be retained by Site Developer.

(b) **Site Developer Financial Information.**

(1) Site Developer shall upon written request by City but not more than once per calendar year, provide to City a complete written financial statement to City in a format reasonably acceptable to City showing in reasonable detail the calculation of actual earnings from the Site Development Project and Net Cash Flow. Such statement shall include the income attributable to all Private Improvements. The financial statement shall include only those expenses which are reasonable and necessary to the operation of the Private Improvements and are directly attributable thereto. The financial statement shall not include any indirect general administrative expenses or charge backs.

(2) Site Developer shall also upon written request by City but not more than once per calendar year, provide to City the amount of Private Investment by Site Developer and the month in which each item constituting a component of the Private Investment was expended (it being agreed that Site Developer shall be entitled to a return upon each such amount constituting a component of the Private Investment from the date the Private Investment was made), including the total amount of all net proceeds of any sale of all or any portion of the Property by Site Developer, together with a calculation of Site Developer's Annual Rate of Return on Private Investment in accordance with the provisions of Section 8.3.(a) hereof.

(3) All such statements shall be certified to by Site Developer's Chief Financial Officer, shall be prepared in accordance with accounting principles generally accepted in the United States of America consistently applied (except as otherwise specified herein) and shall be accompanied by the payment required under this Section. Site Developer shall provide such statements within sixty (60) days after the end of each fiscal year of the City following the Effective Date. Upon request from City, Site Developer shall provide such additional information or documentation as City shall

reasonably require to verify or confirm the information set forth in such statements or to otherwise determine Site Developer's obligations hereunder and compliance with the requirements hereof.

(c) **Audit Right.** Upon ten (10) days prior written notice, City may cause an audit, at City's sole cost and expense, of Site Developer's statements and calculations referred to herein by City's staff or consultant. If, as a result of any such audit, City believes that Site Developer owes City more money than has been remitted by Site Developer as heretofore described, then City shall inform Site Developer of its position in writing along with providing reasonable details and the material basis for City's position. Site Developer and City shall meet and discuss their conflicting positions (the "**Audit Meeting**"). If after the Audit Meeting, City and Site Developer are not in agreement, then Site Developer may request an audit by an independent firm or consultant. If such independent audit indicates that Site Developer has under-reported its earnings by three percent (3%) or greater, Site Developer shall immediately remit the shortfall to City, as well as all costs of City's audit. If the audit indicates that the Site Developer has overstated the amount of Private Investment in the Redevelopment Projects, then the Site Developer shall immediately remit the costs of the City's audit, and shall submit its revised statement.

(d) For purposes of this Section, the following terms shall have the meaning set forth below:

(1) **City Share:** The percentage, calculated as of the last day of each calendar year during which the provisions of this Section are applicable, equal to the percentage that the total actual costs of the Site Development Project reimbursed or to be reimbursed by the Corporation under this Agreement or funded or to be funded from any other public financing source (hereinafter the "**Public Investment**") bears to the sum of Public Investment plus Private Investment. For the hypothetical project described on **Schedule 8.3** to this Agreement, the City Share would be one-third.

(2) **Net Cash Flow:** shall mean, for the period in question, the sum of (A) net income from the Site Development Project during such period plus (B) to the extent deducted in determining such net income, the sum of (1) interest expense during such period, plus (2) all provisions for any federal, state, local and/or foreign income taxes made by the Site Developer during such period (whether paid or deferred), plus (3) all depreciation and amortization expenses of the Site Developer during such period, plus (4) any extraordinary losses during such period plus (5) any costs, expenses or losses from the sale or other disposition of the Site Development Project other than in the ordinary course of business during such period minus (C) to the extent added in determining such net income, the sum of (1) any extraordinary gains during such period plus (2) any gains from the sale or other disposition of Property other than in the ordinary course of business during such period, all determined in accordance with accounting principles generally accepted in the United States of America consistently applied (except as otherwise specified herein).

(3) **Private Investment:** The total investment, determined as of the last day of each calendar year during which the provisions of this Section are applicable, made by the Site Developer in connection with the acquisition, construction, development and operation of the Site Development Project, whether in the form of cash or other equity,

debt incurred by the Site Developer, or any other private funds, reduced by the amount of any capital returned to Site Developer upon any sale of all or any part of the Site Development Project.

(e) **Audited Financial Statements.** Site Developer shall, upon written request by City but not more than once per calendar year, submit to City, within ninety (90) days after the close of Site Developer's fiscal year, audited financial statements of Site Developer, certified by a certified public accounting firm.

8.4. Calculation of Public Participation. From and after the consummation of any sale or conveyance (not including leases) to any unaffiliated third party of any portion of the Property, City's participation pursuant to Section 8.3 hereof shall end as to that part so sold or conveyed after the date of such sale or conveyance and the proceeds thereof shall be taken into account in determining the Site Developer's rate of return pursuant to Section 8.3 of this Agreement.

8.5. Lease of Project Property.

(a) Site Developer, or any third party, may lease all or any part of the Property. Site Developer shall insert in any such lease, and shall cause any third party to insert language reasonably similar to the following and shall have such Site Developer lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes

Tenant acknowledges that the Leased Premises are a part of a Tax Increment Financing district (**"TIF District"**) created by the City and that certain taxes generated by Tenant's economic activities, including sales taxes (if any), will be applied toward the costs of certain improvements for the Development. Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the TIF District when and as they are filed with the Missouri Department of Revenue, and, upon good cause shown, shall provide such other reports and returns regarding other local taxes generated by Tenant's economic activities in the TIF District and/or the City which will permit the City to administer the TIF.

Tenant shall provide to Landlord upon Landlord's request a certification to the City that this Lease includes the provisions of preceding paragraph.

Failure of Site Developer to require that such restrictions be placed in any such lease shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Property and the Site Development Project. The City shall comply with all applicable state laws limiting disclosure of sales tax information related to individual businesses provided to the City as documentation of Economic Activity Taxes.

8.6. Sale or Disposition of Site Development Project Property.

(a) **Purchasing Entity.** As a condition precedent to –

(1) the transfer of any property interest within the boundaries of the Property to any transferee, other than a lender or a party under any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the

parcel or its affiliate or borrower (such as the sale. lease, or transfer of a retail building area for the construction and operation thereon), or

(2) any transfer and assignment of Site Developer's obligations as set forth in Section 8.9 hereof (other than a lender pursuant to Section 8.9(c) or a transferee receiving its property interest by sale or lease, which transfer does not require the consent of the City pursuant to Section 8.9(d) of this Agreement),

the Site Developer shall require the transferee or assignee to enter into, and shall deliver to the City, an agreement obligating the transferee or assignee to comply with the requirements of the Redevelopment Plan, the Master Redevelopment Agreement, and the obligations in this Agreement relating to the Property. Upon execution of such agreement, the Site Developer shall be released from its obligations in this Agreement relating to said transferred property or transferred or assigned obligations.

(b) **Continuation of Payments in Lieu of Taxes.** In the event of the sale or other voluntary or involuntary disposition of any or all of the real property of Site Developer or any third party within the boundaries of the Property, Payments in Lieu of Taxes with respect to the real property so sold or otherwise disposed of shall continue and shall constitute a lien against the property from which they are derived, and such obligations shall inure to and be binding upon Site Developer and its successors and assigns in ownership of said property as if they were in every case specifically named and shall be construed as a covenant running with the land and enforceable as if such purchaser, transferee or other possessor thereof were originally a party to and bound by this Agreement.

(c) **Obligation to Ameliorate Existing Conditions.** Site Developer's obligations pursuant to Section 6.4 hereof, unless earlier satisfied and certified pursuant to Section 6.8 hereof, shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties as if they were in every case specifically named.

(d) **Incorporation.** The restrictions set forth above in this Section, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the boundaries of the Property and shall provide that said obligations or restrictions shall constitute a benefit held by both Site Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of Site Developer to require that such restrictions be placed in any such deed or other instrument shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the Property.

(e) **Notification to City of Transfer.** Site Developer shall notify City in writing of any proposed sale or other transfer of any or all of the Property or any interest therein where City approval is required pursuant to this Section other than any sale of a pad area for the construction thereon of improvements to be used by the purchaser of the pad area or its affiliate for retail and other permitted uses as provided for in this Agreement. Such notice shall be provided not less than thirty (30) days prior to the proposed effective date of the sale or other transfer in a manner as described in Section 8.13 hereof and shall include a copy of the instrument effecting such sale or other disposition to enable City to confirm that the requirements set forth above in this Section have been fulfilled.

8.7. Progress Reports.

(a) At the first regularly-scheduled meeting of the City Council following the first anniversary of the Effective Date and at any time thereafter (not to exceed more than once per year) until all of the Site Developer's Work is completed, upon written request from the City, Site Developer shall report to the City Council the progress of its implementation of the Site Development Project. Such reports shall include such information as is required under the reporting requirements of the TIF Act, such additional information as City may reasonably require, and such additional information as Site Developer wishes to present, including, without limitation:

(1) Site Developer's Work completed;

(2) status of Site Developer's Work in progress but not yet completed;

(3) actual Redevelopment Project Costs incurred on the Site Development Project compared to the Site Development Project Cost Budget;

(4) actual start and completion dates of Site Developer's Work compared to the Site Development Schedule; and

(5) estimated start date of Site Developer's Work not yet commenced at date of report.

(b) Site Developer shall from time to time furnish such other reports on specific matters not addressed by the foregoing as City may reasonably require.

8.8. Compliance with Laws. Subject to Site Developer's rights to contest the same in any manner permitted by law, Site Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all applicable Laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the Site Developer's Work, the ownership, occupancy, use and operation of the Site Development Project and the Property.

8.9. Assignment of Site Developer's Obligations. The Site Developer represents that its undertakings pursuant to this Agreement are for the purpose of redevelopment. Without limiting the rights of Site Developer or any third party under Section 8.6 hereof, Site Developer agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by Site Developer without the prior written consent of the City, not to be unreasonably withheld, delayed or conditioned. Any proposed transferee shall have all of the qualifications and financial responsibility, as determined by City in its sole discretion, necessary and adequate to fulfill the obligations of Site Developer, and, if the proposed transfer relates to a portion of the Property on which the Site Developer's Work is under way, such obligations to the extent that they relate to such property. Except for transfers described in Section 8.9(c) and Section 8.9(d) below, any proposed transferee shall enter into an agreement obligating such transferee, expressly for the benefit of City, to assume all of the obligations of Site Developer under this Agreement and agree to be subject to all the conditions and restrictions to which Site Developer is subject (or, in the event the transfer is of or relates to a portion of the Property, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this section, any sale, transfer, assignment, pledge or hypothecation of an interest in Site Developer (other than to an Affiliate of Site

Developer) that results in a change in management control of Site Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

(a) Site Developer may at any time without the City's consent convey all or a part of the Property, assign its rights, and delegate its duties and obligations under this Agreement to any entity controlled by the Site Developer or the principals of the Site Developer, provided that the management of the entity is provided by the principals, or by an entity which they together or individually control.

(b) For so long as any of the principals of the Site Developer or their entities continues to be the managing member or managing partner of Site Developer or any successor entity to Site Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in Site Developer, to an investor, or other person will be construed as resulting in a change of control or construed as constituting an assignment of this Agreement that requires the City's consent.

(c) No consent will be required under this section for any pledge or assignment of this Agreement or pledge or assignment of an interest in Site Developer or any interest in any member of Site Developer as collateral security for Site Developer's financing, or for the exercise of rights under any such collateral assignment by the holder thereof (provided that any subsequent assignment, pledge or transfer shall be subject to all of the terms and conditions of this Agreement).

(d) No consent will be required under this section for any sale or lease of a parcel for the construction thereon of improvements to be used by the purchaser or lessee of the parcel or its affiliate or borrower (such as the sale, lease, or transfer of a retail building area for the construction and operation thereon).

Upon approval of the agreement with a transferee by City as set forth herein, Site Developer shall be released from such obligations accruing after the date of such assignment.

8.10. Assignment of Payments. Notwithstanding the provisions of Section 8.9, the Site Developer may assign or pledge its right to receive reimbursement for Reimbursable Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Agreement.

8.11. Collateral Assignment of Agreement. Notwithstanding the provisions of Section 8.9, the Site Developer may assign or pledge its right to receive reimbursement for Redevelopment Project Costs incurred by providing City with notice of any such assignment or pledge. Such assignment or pledge shall remain subject to the terms, provisions and conditions of this Agreement.

8.12. Transfer of Interests in Site Developer – City Approval. Site Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Site Developer membership interests if Site Developer is a limited liability company and any transfers by operation of law, deliver to City a request for approval of such transfer, and no such transfer shall be permitted except with the prior approval of City, not to be unreasonably withheld, conditioned or delayed; provided, however, that the members, partners or shareholders of Site Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Site Developer, without City's consent, to any entity or entities to which Site Developer is permitted, without

City's consent, to transfer property and assign its obligations in the Site Development Project and the Property pursuant to Section 8.9 hereof. Upon submission by Site Developer of any request for transfer to City, City shall have the right to request such documentation and information as City shall determine to be reasonably necessary or desirable to determine whether such transfer is acceptable to City. Any purported transfer by Site Developer or any party owning any interest in Site Developer of any interest without the consent of City shall be null and void. In addition, City may require Site Developer, as a condition precedent to the transfer of any interests in Site Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan, the Master Redevelopment Agreement, and the obligations in this Agreement relating to the Property. Notwithstanding the foregoing, Site Developer or Site Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Site Developer to any Affiliate of such member, or among the members of or other holder of equity interests in Site Developer, if such transfer does not result in a material change in the controlling interests of Site Developer.

8.13. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and addressed as follows:

(a) To the City at:

City of Joplin
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
Attention: City Manager

With copy to:

City of Joplin
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
Attention: City Attorney

(b) To the Corporation at:

Joplin Redevelopment Corporation
City of Joplin
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
Attention: Chairman

With a copy to:

Wallace Bajjali Development Partners, L.P.
13135 Dairy Ashford Rd., Suite 150
Sugar Land, Texas 77478
Attention: David Wallace

With further copy to:

Dentons US LLP
One Metropolitan Square, Suite 3000
St. Louis, Missouri 63102
Attention: Jennifer A. Marler

(c) To the Site Developer at:

Wallace Bajjali Development Partners, L.P.
13135 Dairy Ashford Rd., Suite 150
Sugar Land, Texas 77478
Attention: David Wallace

With copy to:

Dentons US LLP
One Metropolitan Square, Suite 3000
St. Louis, Missouri 63102
Attention: Jennifer A. Marler

All notices given by overnight mail by a nationally recognized overnight delivery service, or by first class, certified or registered mail as aforesaid. Any notice deposited with a nationally recognized overnight delivery service shall be deemed duly given on the next business day, and any other notice shall be deemed duly given when received. The Parties may from time to time designate, by notice given hereunder to the other such parties, another address to which subsequent notices or other communications shall be sent.

8.14. Entire Agreement; Amendments. The Parties agree that this Agreement constitutes the entire agreement among the Parties with respect to the Site Development Project and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the Site Development Project. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties. The City and the Corporation agree that they will not amend, modify or terminate the Master Redevelopment Agreement without the prior written consent of the Site Developer.

8.15. Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the Laws of the State of Missouri for all purposes and intents.

8.16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument.

8.17. Partial Invalidity. If any term, covenant, condition or provision of this Agreement or the application of this Agreement to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by the partial invalidity, and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.18. Opportunity to Cure Preserved. In the event of any default in or breach of any term or conditions of this Agreement by any Party, or any successor, the aggrieved party, prior to instituting any action at law or in equity, shall give written notice to the breaching or defaulting Party (or successor) specifying, in the opinion of the aggrieved Party the nature of the breach, and the defaulting or breaching Party (or successor) shall, upon receipt of such written notice from the other Party, proceed immediately to cure or remedy such default or breach, and, shall, in any event, within thirty (30) days after receipt of notice, commence to cure or remedy such default. In case such cure or remedy is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved Party may then institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party.

8.19. No Waiver of City's Sovereign Immunity; Corporation's Waiver of Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity. To the extent permitted by applicable law, the Corporation hereby voluntarily, irrevocably and unconditionally (a) agrees that the execution, delivery and performance by it of this Agreement constituted the private, proprietary and commercial acts of the Corporation rather than public or governmental acts or governmental functions, (b) agrees that should any action or proceedings be brought against it or its assets in relation to this Agreement or any transaction contemplated hereunder, no immunity (sovereign or otherwise) from such actions or proceedings shall be claimed by or on behalf of itself with respect to its assets, and (c) waives any and all such right of immunity, on the grounds of sovereignty or other similar grounds, from suit or liability which it or its assets now has or may in the future acquire with regard to this Agreement.

8.20. Assignment; No Third Party Beneficiaries. This Agreement shall be binding on and shall inure to the benefit of Parties and shall be binding upon their respective successors in title, and shall be for the benefit and burden of their assigns. The Parties acknowledge and agree that no other party not a Party to this Agreement is a third party beneficiary of any of the terms or conditions of this Agreement.

8.21. Force Majeure. Neither the City nor the Site Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended, in the event of any delay caused for force majeure, including, without limitation, damage or destruction by fire or casualty; general strike; lockout; labor disputes; labor shortages; civil disorder; riots; war; acts of God; epidemics; unusually adverse weather; landslides; earthquakes or other natural disasters; fire or other casualties; explosions; war; invasion or acts of a public enemy; failure of utilities; shortage or delay in shipment of material or fuel; or other causes beyond the party's reasonable control, including but not limited to, any court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan or the Redevelopment Project.

8.22. Conflicts of Interest. No member of the City Council or any branch of the City's government who has any power of review or approval of any of the Corporation's or the Site Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any meetings or decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose in writing to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest and, in the meantime, shall not participate in any meetings, actions or discussions relating to the activities herein proscribed. No member of the Board of Directors shall participate in any

meetings or decisions of the Corporation which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested or employed. Any member of the Board of Directors having such interest shall immediately, upon knowledge of such possible conflict, disclose in writing to the Board of Directors the nature of such interest and seek a determination by the Board of Directors with respect to such interest and, in the meantime, shall not participate in any meetings, actions or discussions relating to the activities herein proscribed.

8.23. Effective Date; Term. This Agreement shall become effective on the date set forth herein following execution by such Parties. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is twenty-three (23) years from the effective date of adoption of the TIF Ordinance; provided that this Agreement may terminate sooner upon the earlier of (a) the completion of the Site Development Project and the payment in full to the Site Developer of the Maximum Reimbursable Amount under this Agreement, or (b) the delivery of a written notice by the Site Developer that this Agreement has been terminated pursuant to Section 7.4 hereof.

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

8.25. Actions Contesting the Validity and Enforceability of the Redevelopment Plan. In the event a third party brings an action against the City, the City Council, or the City's officials, agents, employees or representatives, or against the Corporation, the Board of Directors, or any officer, agent, employee or representative of the Corporation contesting the validity or legality of the Redevelopment Area, the Redevelopment Plan, the Master Redevelopment Agreement, any TIF Obligations, or any ordinance approving any of the foregoing or this Agreement, the Site Developer may, at its option, assume the defense of such claim or action with counsel of the Site Developer's choosing, but the Site Developer may not settle or compromise any claim or action for which the Site Developer has assumed the defense without the prior approval of the City and the Corporation. If the City or the Corporation does not approve a settlement or compromise which the Site Developer would agree to, the Site Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City, the Corporation and the Site Developer in any such proceeding; provided, the Site Developer and its counsel shall consult with the City and the Corporation throughout the course of any such action and the Site Developer shall pay all reasonable and necessary costs incurred by the City and the Corporation in connection with such action. All cost of any such defense, whether incurred by the City, the Corporation or the Site Developer, shall be deemed to be Redevelopment Project Costs and reimbursable under this Agreement and the Master Redevelopment Agreement.

8.26. No Indirect Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ANY OF ITS EMPLOYEES, OFFICERS, OR AGENTS ACTING IN THEIR OFFICIAL CAPACITY, AFFILIATES OR RELATED PARTIES;

PROVIDED THAT WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF EACH PARTY ARISING OUT OF THIRD PARTY CLAIMS FOR ANY OF THE FOREGOING.

8.27. Recording; Covenants to Run With the Land. This Agreement shall be recorded by the City in the real estate records of the County upon execution and delivery by each Party. The covenants set forth in this Agreement are not personal to the Parties and shall be binding upon all of the Property, shall run with the Property, and shall be binding on all future owners of the Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials.

CITY OF JOPLIN, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF MISSOURI)
)
COUNTY OF JASPER)

On this _____ day of September, 2013, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the _____ of THE CITY OF JOPLIN, MISSOURI, a constitutional home rule charter city and political subdivision, and that said instrument was signed in behalf of said city and political subdivision by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

_____
Notary Public

(SEAL)

My Commission Expires:

[**CORPORATION SIGNATURE FOLLOWS IN THE NEXT PAGE**]

CONTINUATION OF SIGNATURE PAGE

JOPLIN REDEVELOPMENT CORPORATION, INC.

[SEAL]

By: _____
Name: _____
Title: _____

ATTEST:

_____
Name:_____
Title: _____

STATE OF MISSOURI)
)
COUNTY OF JASPER)

On this _____ day of September, 2013, before me appeared _____, to me personally known, who, being by me duly sworn, did say that she/he is the _____ of JOPLIN REDEVELOPMENT CORPORATION, an urban redevelopment corporation[**, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation**] [**, and that the corporation has no seal**], and that said instrument was signed [**and sealed**]in behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

_____
Notary Public

(SEAL)

My Commission Expires:

[**SITE DEVELOPER'S SIGNATURE APPEARS ON THE NEXT PAGE**]

CONTINUATION OF SIGNATURE PAGE

SWJOMO SENIORS, LLC,
a Missouri limited liability company

By: _____
Name: _____
Its _____

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of September, in the year 2013, before me, _____, a Notary Public in and for said state, personally appeared _____, the _____ of _____, known to be the person who executed the within _____ in behalf of said limited liability company and acknowledged to me that she/he executed the same for the purposes therein stated.

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

_____
Notary Public

(SEAL)

My Commission Expires:

EXHIBIT A

DESCRIPTION OF THE PROPERTY

EXHIBIT B

FORM OF CERTIFICATE OF REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Redevelopment Project Costs

TO: Joplin Redevelopment Corporation, Inc.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
Attention: Chairman

City of Joplin
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
Attention: City Manager

Re: City of Joplin, Missouri, Joplin Recovery Tax Increment Financing District

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Site Development Agreement dated as of September 3, 2013 (the "Agreement") among the City, the Corporation and the Site Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Redevelopment Project Cost eligible for reimbursement under the Agreement, the Master Redevelopment Agreement, and the TIF Act and was incurred in connection with the development of the Site Development Project, a portion of the Redevelopment Project, by the Site Developer, acting under its contractual agreements to perform the Site Developer's Work on behalf of the Corporation.

2. These Redevelopment Project Costs reimbursable under the Agreement, the Master Redevelopment Agreement, and the TIF Act have been paid by the Site Developer and are reimbursable under the TIF Ordinance, the Agreement, and the Master Redevelopment Agreement.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from money derived by the Corporation from the Special Allocation Fund or any money derived from any project fund established pursuant to the Trust Indenture, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Site Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Site Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder in accordance with the terms of the Agreement.

6. The Site Developer is not in default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20___.

SWJOMO SENIORS, LLC, a Missouri limited liability company

By: _____
Name: _____
Its: _____

Approved for Payment this _____ day of _____, 20___:

CITY OF JOPLIN, MISSOURI

By: _____
Printed Name: _____
Director of Finance

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

Site Developer's Certificate of Completion

The undersigned, (or its successors or assigns) (the "Site Developer"), pursuant to that certain Site Development Agreement (the "Agreement"), dated as of September 3, 2013, among the City of Joplin, Missouri (the "City"), the Joplin Redevelopment Corporation (the "Corporation") and the Site Developer, hereby certifies to the City as follows:

1. That as of _____, 20___, the construction, renovation, repairing, equipping and constructing of the Site Developer's Work (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. Such Site Developer's Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as those terms are defined in the Agreement).

3. Lien waivers for the Site Developer's Work have been obtained.

4. This Certificate of Completion is accompanied by the project architect's Certificate of Completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Site Developer's Work has been substantially completed in accordance with the Agreement.

5. This Certificate of Completion is being issued by the Site Developer to the City and the Corporation in accordance with the Agreement to evidence the Site Developer's satisfaction of all obligations and covenants with respect to the Site Developer's Work.

6. The acceptance by the City and the Corporation (below) or the failure by the City or the Corporation to object in writing to this Certificate within 30 days of the date of delivery of this Certificate to the City and the Corporation (which written objection, if any, must be delivered to the Site Developer prior to the end of such 30 day period), and the recordation of this Certificate with the Jasper County Recorder, shall evidence the satisfaction of the Site Developer's agreements and covenants to perform the Site Developer's Work.

This Certificate shall be recorded in the office of the Jasper County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

All certifications or statements made or set forth in this Certificate of Completion are made solely for the benefit of the City and the Corporation and shall not be relied upon or used for any purpose by any third party in any proceeding, claim or contest of any kind, nature or character.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

SWJOMO SENIORS, LLC, a Missouri limited liability company

By: _____
Name: _____
Its: _____

ACCEPTED:

CITY OF JOPLIN, MISSOURI

By: _____

JOPLIN REDEVELOPMENT CORPORATION

By: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D
CONCEPT SITE PLAN



EXHIBIT E

PRIVATE IMPROVEMENTS

Senior housing community, including assisted living (with memory care) units, villas and related improvements, as shown on the Concept Site Plan and as described in the Site Development Project Cost Budget.

EXHIBIT F

PUBLIC IMPROVEMENTS

Streets, sidewalks, parking facilities, landscaping, streetscaping, underground infrastructure, detention facilities and other Public Improvements, as shown on the Concept Site Plan and as described in the Site Development Project Cost Budget.

EXHIBIT G

SITE DEVELOPMENT PROJECT COST BUDGET

(See Attached Page)

EXHIBIT H

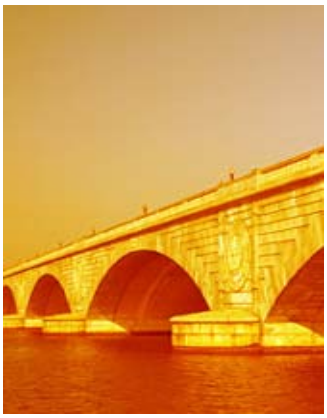
SITE DEVELOPMENT SCHEDULE

Acquisition of Land by the Site Developer	By December 31, 2013
Commencement of Construction of the Site Development Project	Third quarter 2014
Delivery of Certificate of Completion	First quarter 2016

SCHEDULE 8.3

(See Attached Page)

		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Example Scenario											
Total project cost	1,500,000										
CDBG funding for Public infrastructure	250,000										
Net project cost	1,250,000										
TIF funding	250,000										
Private Investment	1,000,000										
Public Investment	500,000										
EBITDA by year		75,000	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632
Annual rate of return on Private Investment		7.50%	7.65%	7.80%	7.96%	8.12%	8.28%	8.45%	8.62%	8.79%	8.96%
Cash yield upon sale of project					Cap rate:	6.00%				Cap rate	6.00%
Net Sales Price						1,353,040					1,493,866
Less - Return of Capital						1,000,000					1,000,000
Net Sales Proceeds						353,040					493,866
Cash to seller--annual EBITDA		75,000	76,500	78,030	79,591	81,182	82,806	84,462	86,151	87,874	89,632
Aggregate Cash Flow						743,343					1,315,095
Aggregate Yield upon sale						74.33%					131.51%
Annual rate of return upon sale of project						14.87%					13.15%





Senior Transitional Housing Project

City of Joplin, Missouri

Need For Assistance Analysis

August 29, 2013

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Mission Statement

Springsted provides high quality, independent financial and management advisory services to public and non-profit organizations, and works with them in the long-term process of building their communities on a fiscally sound and well-managed basis.

1. Executive Summary

The City of Joplin retained Springsted to review the need for assistance for the proposed transitional senior housing facility to be located near 26th Street and McClelland Boulevard, to determine if the proposed project would not reasonably be anticipated to be developed without the adoption of the requested financial assistance. The project consists of the development of 154-units of senior housing, along with necessary site work and infrastructure improvements (the "Project"). The developer is SWJOMO Seniors, LLC, (the "Developer").

The measurement index to determine the need for assistance is the return on investment given similar developments, termed the internal rate of return, (the "IRR"). Springsted reviewed Project costs, operating revenue and expense information, and the requested assistance amounts to determine the Project's need for assistance. Springsted reviewed ten-year cash flow projections provided by the Developer, and tested the revenue and cost assumptions prepared by the Developer. The testing compared the Developer's representations to industry benchmarks. We determined the following:

- The projected IRR without any form of public assistance to the Developer falls below the current range expected within the marketplace, and the Developer's own return expectation. Based on the projected level of return without assistance we conclude the Project is unlikely to be undertaken without the requested public assistance.
- The development would have to realize either savings in project costs, increases in project revenues, or a combination of the two for the Project to be undertaken without the requested assistance.
- The base return without assistance is illustrated in Table A below, along with the rate at which assumptions would have to change for the Project to be considered feasible without assistance.

Table A

Internal Rate of Return (IRR) – Return Analysis

Analysis	Change Necessary to be Feasible*	Return without Subsidy
Base Developer Return	N/A	-0.03%
Decreased Costs	47% Decrease	8.07%
Increased Revenue	25% Increase	8.27%
Combined Cost Savings & Increased Revenues	16% Decreased Costs 16% Increased Revenue	8.07%

* Feasibility defined as an internal rate of return of 8.06% per the *Korpacz/Price Waterhouse Cooper Real Estate Investor Survey.*

2. Purpose

The City of Joplin has retained Springsted to review the application for a transitional senior housing project located in the area of 26th Street and McClelland Boulevard. The project proposes the development of the site into a transitional senior housing development. The project proposes the development of a mix of living units providing a range of services. The development is projected to include a total of 90-independent living units, 40-assisted living units, and 24-memory care units. Additionally, proposed for development are 15 covered parking spaces and 10 garages, along with necessary site work and utility improvements. The Developer is requesting that the City Council approve financial assistance in the form of Community Development Block Grant (CDBG) funding, storm water retention funding, and Joplin Redevelopment Corporation (JRD) assistance.

The City has requested this analysis to determine the Project's need for the requested financial assistance, based on the Project cost and operating pro forma information provided by the Developer. The analysis that follows will examine the determination that the proposed Project would not reasonably be anticipated to be developed without the requested financial assistance.

We have approached this determination based on the proposed Project's plans regarding development costs, outcomes, financing sources, and timing, to develop a measure of the Developer's expected return when compared to the amount of risk. If a project is owned and operated as an investment, a measure of return is calculated considering the time value of money, and involves an assumed sale of the property at a price appropriate in the market place: this analysis is termed internal rate of return. The final determination is based on whether or not the potential return is reasonable without the requested assistance, within the current marketplace and at the present time.

The financial assistance requested from the Joplin Redevelopment Corporation is in a principal amount of $6,000,000 plus carrying cost. The Developer will be receiving reimbursement for costs incurred from funds available to the Corporation, and therefore will be reimbursed shortly after project costs are incurred.

3. The Project

The Senior Transitional Housing project contemplates the development of the site into a senior living facility providing a mix of assistance levels. Specifically planned for the development is the construction of 90-units of independent living, 40-units of assisted living, and 24-units of memory care. Additionally, the Developer is assuming the construction of necessary site and utility improvements. The Developer intends to construct, own, and operate all components of the development.

The Developer has provided a preliminary project budget as part of their pro forma submittal including categories for land acquisition, site work and utilities, building construction, and soft costs. The $6,000,000 of financial assistance requested from the Redevelopment Corporation will be used to offset the soft cost expenditures, except for the furniture, fixtures and equipment line-item.

The Project costs are illustrated in Table B:

Table B

Cost Category	Total Cost
Land Acquisition	$5,100,000
Site Work & Utilities	$4,500,000
Vertical Building Construction	$14,623,750
Hard Cost Contingency	$2,442,375
Soft Costs	$6,771,369
Startup Expenses and Reserves	$300,000
Grand Total	$33,723,494

The Developer has estimated their land acquisition cost at $5,100,000. Currently the Developer has commitments for land purchases totaling $4,900,000, but is anticipating purchasing an additional parcel resulting in the total estimated cost of $5,100,000.

The Developer has cited site work and utility costs totaling $4,500,000. The Developer is projecting receiving assistance in the form of CDBG assistance in an amount of $4,500,000 to fund the site work and utility costs. Additionally, the Developer is anticipating receiving additional funding for storm water retention expenses of $1,300,000.

Table C breaks down the Developer's estimated costs for the vertical building construction cost category.

Table C

Vertical Building Construction	Developer Cost
Villas	$4,462,500
Lodge	5,680,000
Assisted Living and Memory Care	4,481,250
Total Building Costs	$14,623,750
Hard Cost Contingency	$2,442,375

- The Developer is anticipating the construction of 40 one and two bedroom "Villa" units. These units will be independent living patio homes ranging from 1,000 square feet to 1,500 square feet in size. The Developer is estimating building costs of $85.00 per square foot, or $111,563 per unit.
- The "Lodge" units will be one and two bedroom independent living apartment units. The Developer is projecting a total of 50 one and two bedroom units ranging in size from 600 to 800 square feet. The developer is estimating building costs of $100 per square foot, or $113,600 per unit. Blended into the construction cost of the Lodge units is the building of 15,300 square feet of common space.
- The assisted living and memory care units will consist of 40 assisted living units ranging from 400 square foot studio units to 500 square foot one bedrooms. The 24 memory care units are projected to be 240 square feet. The Developer has estimated a blended square foot cost for the memory care and assisted living units of $125 per square foot, or $82,986 per unit. Blended into the construction cost of the assisted living and memory care units is the building of 12,350 square feet of common space.
- Included in the project costs outlined above is the cost of 15 covered parking spaces and 10 garages constructed as part of the development.
- Additionally, the Developer has included a hard cost contingency expense of $2,442,375, which is calculated as 10% of the estimated land acquisition, vertical construction costs, and site work costs.
- To analyze the projected vertical construction line-item assumptions we compared the cost estimates to the RSMeans Quickcost cost estimator for estimated construction costs for the proposed building types. The RSMeans data provides a range of cost estimates from low, medium, and high for the construction of vertical building improvements.
- The Developer's cost assumption for the total development of 145,150 square feet of assisted living is $14,623,750 before contingency, which works out to a blended cost of $100.74 per square foot. The RSMeans estimate for senior living construction costs equates to $100.77 for the low estimate, $111.96 for the medium estimate, and $139.95 for the

high estimate. Based on this comparison the Developer's proposed building cost estimate falls between the RSMeans low and medium estimates.

Table D breaks down the Developer's estimated costs for the soft cost category.

Table D

Soft Costs	Cost
Architect/Engineering Fees	$1,998,459
Legal/Accounting/Title Fees	125,000
Permitting Fees	150,000
Developer and Owner Representative Fee	2,313,567
Marketing Cost	250,000
Appraisal, Market Study, Environmental, Survey	150,000
Furniture, Fixtures and Equipment	500,000
Interim Carrying Costs	574,219
Financing Costs	100,000
Contingency – Soft Costs	616,124
Total Costs	$6,777,369

- The largest of the soft cost assumption line-items is the Developer and Owner's Representative fee is $2,313,567. This fee is based on 8% of the hard construction costs, the architect and engineering fees, the legal, accounting, title, and permitting fees.
- The next largest soft cost assumption line-item is the Architect and Engineering fee of $1,998,459. This fee is based on 7.5% of the total hard costs.
- The soft cost contingency line-item is based on 10% of the other soft costs line-items, and totals $616,124.
- The $6,000,000 in requested financial assistance will be used to reimburse the developer for the soft cost expenses outlined above, except for the furniture, fixtures and equipment line-item.

In the "Return Analysis" section of the report we discuss the sensitivity of the rate of return to changes in the project costs, and the effect on the return of a decrease in project costs.

4. Assistance Request

The Developer's pro forma indicates a total assistance amount of $11,800,000 from Joplin Redevelopment Corporation assistance, CDBG funding, and storm water retention funds. The total Redevelopment Corporation assistance is estimated at $6,000,000. The Developer will be receiving reimbursement for these expenses as incurred, from funds available to the Redevelopment Corporation.

The Developer will be funding their portion of the Project costs through a mix of Developer equity and private debt. The Developer estimates their required equity contribution at 27% of the remaining project costs after the gap assistance. The Developer's anticipated private financing terms are an interest rate of 5.5% for a term of 30-years.

Table E

Sources:	
Community Development Block Grant	$4,500,000
Storm water Retention Funds	$1,300,000
Joplin Redevelopment Corporation Assistance	$6,000,000
Permanent Financing[1)] (74%)	$16,173,494
Developer Equity (26%)	$5,750,000
Total Sources	$33,723,494

1) The Developer's Financing and Equity percentages are based on the remaining cost after the public assistance.

5. Return Analysis

Utilizing the operating pro forma prepared by the Developer we evaluated the need for assistance for the proposed development as a whole by comparing the potential return with and without assistance. The Developer provided a 30-year operating pro form for the development, which included the build-out, and operating revenue and expense assumptions. The Developer demonstrated the potential return through a leveraged internal rate of return (IRR) calculation, to illustrate the potential return with assistance. For purposes of evaluating the need for financial assistance we adjusted the operating pro forma to a 10-year analysis, and calculated the rate of return with and without assistance.

The return realized by the Developer is a result of the assumptions used in the creation of the operating pro forma; therefore a number of steps must be performed to analyze the reasonableness of the assumptions used. The first step in analyzing the return to the Developer is to determine if the costs presented are reasonable. We have discussed a portion of the costs above and have commented on the mechanics whereby cost savings on the private side could occur. If cost savings for the Developer's share occur absent any other changes, the Developer would realize a greater return than projected. In the sensitivity analysis below we examine the impact of cost savings on the projected rate of return without assistance.

The second step in calculating the return to the Developer is to determine if the operating revenues and expenses are reasonable.

- The Developer has projected monthly rental rates for the Villas of $1,000 for the one bedroom units, and $1,600 for the two bedroom units.
- The Lodge units have projected monthly rental rates of $2,200 for the one bedroom units, and $2,700 for the two bedroom units.
- The Assisted Living units have projected monthly rental rates of $3,200 for the studio units, and $3,800 for the one bedroom units.
- The memory care units have a projected monthly rental rate of $4,200.
- The projected operating expenses for the Villa units equate to approximately 39% of the annual revenues.
- The projected operating expenses associated with the Lodge, Assisted Living, and Memory Care units is estimated at 75% of revenues. Individual expense line-items were not provided.
- The blended overall rate of operating expense to revenue is approximately 66%.
- The Developer is assuming a 5% vacancy assumption upon stabilization, with lease-up vacancy assumptions of 50% in year 1, and 10% in the second year.

We examined senior housing lease rate listings in the Joplin area market. Our conclusion is that the projected rental rates and vacancy assumption are reasonable. Additionally, in reviewing the operating expense line-item the Developer's assumption of 75% of revenue appears reasonable for the assisted living and memory care units; additionally the assumption of a 39% operating assumption for the independent living units is reasonable. In the sensitivity analysis we examine the impact of increased lease rates on the projected rate of return without assistance.

The third step in analyzing the return to the Developer is to determine if the assumptions for a sale of the asset are reasonable. The return analysis to the Developer should factor in a hypothetical sale of the asset at the end of ten years of operations. A critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The available net operating income divided by the capitalization rate results in the assumed fair market value of the asset. The Developer has used a capitalization rate of 7% for the project to calculate the hypothetical sale value. In reviewing historical cap rate trends we feel 7% is a reasonable assumption.

The Developer's submitted pro forma was modified to include the IRR analysis on an unleveraged basis. An unleveraged IRR calculation is performed in order to compare the potential return to the Developer based on the *Price Waterhouse Cooper (PWC)/Korpacz Real Estate Investor Survey, First Quarter 2012,* which provides a market comparison on which project feasibility can be judged.

Table F below, shows the Developer's base pro forma with the rate of return with and without assistance, after being converted to an unleveraged basis.

Table F

Base Developer Pro Forma (Unleveraged)	With Assistance	Without Assistance
	5.33%	-0.03%

The without assistance scenario illustrates the rate of return without any of the requested public sources of assistance.. Table G below illustrates the return without assistance if the project were to proceed without the Redevelopment Corporation assistance but with the requested CDBG and storm water retention funding.

Table G

Base Developer Pro Forma (Unleveraged)	Without JRD Assistance (With CDBG & Storm Water)
	2.25%

To evaluate the rate of return a project of this nature would require to be considered "feasible" we consulted the *Korpacz/Price Waterhouse Cooper Real Estate Investor Survey* prepared for the first quarter of 2013. This survey provides a resource for comparing the Developer's rate of return to a market benchmark to help determine feasibility. According to the developers surveyed, the typical unleveraged market return necessary for them to pursue a multi-family project falls in a range from 5.00% to 14.00%; with an average return of 8.06%.

The survey does not provide a specific benchmark for senior living facilities, so in this case we utilized the survey information for the national multi-family market segment. The use of survey information for the multi-family segment likely results in an artificially low feasibility benchmark, in comparison to senior living facilities. Typically the more intensive the level of operation of a development the greater need for a return to offset the higher investment, operating cost, and risk as the development is closer to an operating business enterprise than a standard real estate development. A senior living facility will have much more intensive operating costs in comparison to a standard multi-family development, and would likely demand a higher rate of return than the feasibility benchmark used here. However, for our purposes of illustrating the potential of the project to occur without assistance the multi-family benchmark is effective for illustrative purposes in identifying the need for assistance.

In order to answer the question "is the development likely to occur without public assistance" we analyzed the without incentive scenarios, using the base developer pro forma without assistance as the basis of the assumption. We performed a sensitivity analysis in order to understand the magnitude at which project costs would have to decrease, or conversely project revenues would have to increase, for the project to be considered feasible. This analysis indicates how much project assumptions would have to change for the project to be feasible without assistance. For this sensitivity analysis we are using the average market return from the *Korpacz Survey* of 8.06% as our target for a "feasible" project.

To understand the impact of the project cost assumptions, we have performed a cost sensitivity analysis to determine the rate at which costs would have to be reduced for the project to be feasible without assistance. Table H illustrates the development would need to realize a 47% reduction in project costs in order to be feasible without assistance. Given a 47% reduction in costs the project would have a rate of return of 8.07% which falls into the reasonable range. Based on our review of the project cost assumptions, it appears a reduction in project costs of this significance is unlikely to occur.

Table H

Project Costs Sensitivity	Reduction in Project Costs	Rate of Return without assistance
	47%	8.07%

To understand the impact of projected lease rates, we have performed a sensitivity analysis to determine the rate at which rental revenues would have to be increased for the project to be feasible without assistance. Table I illustrates the development would need to realize a 25% increase in rental revenues in order for the project to be feasible without assistance. Given a 25% increase in lease revenues, the project would have a rate of return of 8.27% which falls into the reasonable range. Based on our review of the rental rate assumptions, it appears an increase of this significance is unlikely to occur.

Table I

Rental Rate Sensitivity	Increase in Rental Rates	Rate of Return without assistance
	25%	8.27%

As a final step in the sensitivity analysis, and to understand the impact of a combined change in project costs and rental rates, we have performed a sensitivity analysis to determine the rate at which these areas would have to change for the project to be feasible without assistance. Table J illustrates the development would need to realize both a 16% decrease in project costs and an 16% increase in rental rates for the project to be feasible without assistance. Given these changes in assumptions the project would have a rate of return of 8.07%. However, given the magnitude of the changes it appears they are unlikely to occur.

Table J

Project Cost & Lease Rate Sensitivity	Reduction in Project Costs	Increase in Lease Rates & Land Sales	Rate of Return without assistance
	16%	16%	8.07%

The three tables above (Tables H, I and J) indicate the magnitude at which project assumptions would have to change for the project to have a feasible rate of return, for which we have used a benchmark of approximately 8.07% for the proposed project. Absent changes of the magnitude outlined above, the project would not have a sufficient enough return to draw market investment. Only by assuming either significant increases in project revenues, decreases in project costs, or a combined change of the two does the return increase to a feasible level without public assistance. However, we project changes of the magnitude outlined above are unlikely to be realized, which indicates the proposed project would not likely be completed through private enterprise alone.

6. Conclusions

This Project involves the development of a senior living facility. The Developer will bear all the risk of financing all private costs until project completion and permanent financing is in place, and continued operating risk thereafter. This level of risk demands a positive return with a comparable national market range of 5.00% to 14.00%, with an average of 8.07% as indicated in the *PWC/Korpacz* study. Based on the Developer's submitted pro forma, a return of 5.33% with assistance is estimated as their level necessary for the undertaking of the Project as a whole.

As detailed above, the projected IRR to the Developer without assistance, falls below the current range expected within the marketplace and in comparison to the return with assistance. Therefore, Springsted concludes that the proposed Project, without assistance would not likely be undertaken at this time without the requested assistance.

7. Qualifying Statements

The above conclusions are reliant on preliminary information regarding many assumptions. These assumptions include the total cost to construct the project, the timing of Developer equity, the projected income and expenses during operation of the building, and the projected offsetting tax revenue.

We did test the project cost and revenue assumptions, and noted the level at which project assumptions would have to change for the project to be considered feasible. However, actual project costs and revenues differing from the initial assumptions would result in changes to the rate of return realized by the Developer.

The above conclusions are based on the requested public assistance of $11,800,000, from all sources of requested funding. The purpose of this analysis is to illustrate the project without assistance is unlikely to occur. The specific amount of assistance necessary to make the project feasible should be analyzed separately.

City of Joplin **City Council Agenda Item**

REQUESTED COUNCIL MEETING DATE: September 3, 2013
ITEM: 20th Street Transit, Pedestrian and Bicycle Upgrade
ORIGINATING DEPARTMENT: PUBLIC WORKS – ENGINEERING

ATTACHMENTS:
1) Location Map
2) Bid Tabulation
3) Council Bill 2013 - 220

ENGINEERING DEPARTMENT:	Jack Schaller JS	**DATE:** 8/21/13
DEPARTMENT HEAD:	Sam Anselm SA	**DATE:** 8/22/13
CITY MANAGER:	R. Mark Rohr RMR	**DATE:** 8-26-13
FINANCE:	Leslie Haase LH	**DATE:** 8-26-13
LEGAL:	Brian W. Head BWH	**DATE:** 8-26-13

INTRODUCTION:

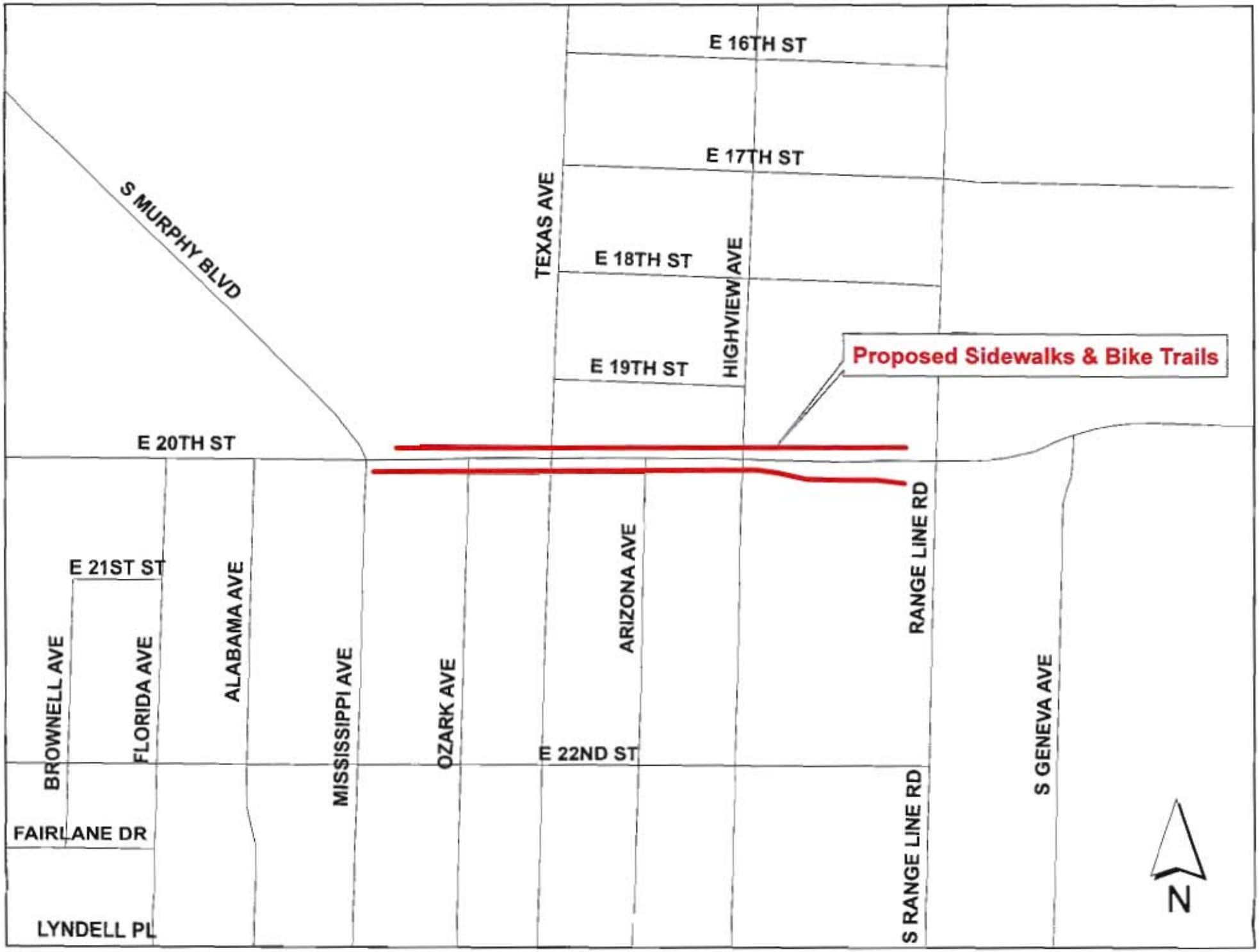
This project is for the TIGER Grant 20th Street Transit Pedestrian and Bicycle upgrades TDG-3200(718) project 5. It consists of a total of 3,000 feet (1,500 feet each side of the road) of concrete walkway and 10 foot wide of trolley pull out. The location is on 20th Street from Range Line to Murphy Boulevard.

DISCUSSION:

The City had a consultant prepare the design plans and specifications for the project. A Notice to Contractors that solicited bids for the project was published in the Joplin Globe for a period of one day. Nine firms picked up plans and four firms submitted bids (see attached bid tabulations), which were opened on August 13, 2013. The low bid for the project of $296,625.45 submitted by CE Contracting, Inc., which is below the engineers estimate.

RECOMMENDATION:

Award of contract with CE Contracting Inc. in the amount of $296,625.45 for the 20th Street Transit Pedestrian and Bicycle Upgrade project pending approval by MoDOT.


E 16TH ST
E 17TH ST
E 18TH ST
E 19TH ST
E 20TH ST
E 21ST ST
E 22ND ST
S MURPHY BLVD
TEXAS AVE
HIGHVIEW AVE
Proposed Sidewalks & Bike Trails
BROWNELL AVE
FLORIDA AVE
ALABAMA AVE
MISSISSIPPI AVE
OZARK AVE
ARIZONA AVE
RANGE LINE RD
S RANGE LINE RD
S GENEVA AVE
FAIRLANE DR
LYNDELL PL
N

BID TABULATION

PROJECT: 20th Street Transit. Pedestrian, Bicycle Project
DATE OF BID OPENING: August 13, 2013 10:00 a.m.

CONTRACTOR	BID
CE Contracting Inc.	296,625.45
APAC-Missouri Inc	330,979.05
Snyder Construction Co	383,049.50
Wells Excavating LLC	399,712.70

COUNCIL BILL NO. 2013- 220 **ORDINANCE NO.**

AN ORDINANCE approving a contract with CE Contracting Inc. in the amount of Two Hundred Ninety Six Thousand Six Hundred Twenty Five and 45/100 Dollars ($296,625.45) for the 20th Street Transit Pedestrian and Bicycle Upgrade project in the City of Joplin, Missouri, pending approval by MoDOT; providing how the cost shall be made and levied, and containing an emergency clause;

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

Section 1. That the contract be awarded to CE Contracting Inc. in the amount of Two Hundred Ninety Six Thousand Six Hundred Twenty Five and 45/100 Dollars ($296,625.45) for the 20th Street Transit Pedestrian and Bicycle Upgrade project in the City of Joplin, Missouri pending approval by MoDOT.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid from the Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project number TG524.

Section 3. That the Director of Public Works is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

ATTEST: Melodee Colbert Kean, Mayor

Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

Brian W. Head, City Attorney

Council Bill

I hereby certify that a sufficient amount is available in the said Capital Improvement Sales Tax Fund, Account Number 145-4565-520-8650 Project TG0524 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Finance Department

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013
Council Bill No. 2013-221

Item: Purchase of Property for the 20th Street Grade Separation Project
Originating Department: Public Works – Engineering

Attachments: 1) Location Map
3) Council Bill No. 2013-221

Engineering Department: Jack Schaller JS	Date: 8/26/13
Department Head: Sam Anselm	Date: 8/26/13
City Attorney: Brian Head	Date: 8-26-13
City Manager: Mark Rohr	Date: 8-26-13
Finance Department: Leslie Haase LH	Date: 8-26-13

Recommended Action: Purchase of Right of Way from Bernie Collins at 1405 E. 20th Street.

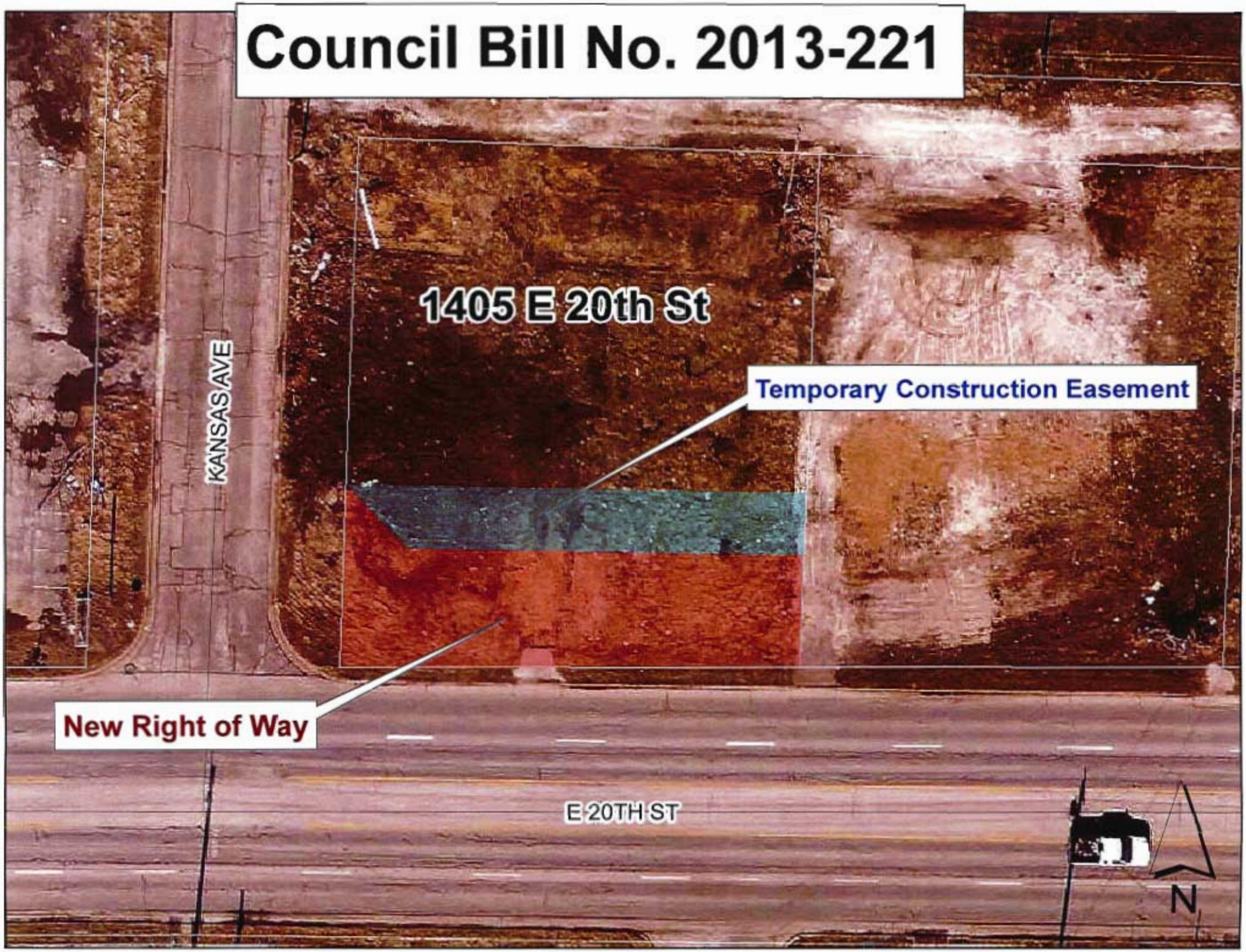
Background: On February 19, 2013, City Council approved the construction of a viaduct for the grade separation at 20th Street and DOT crossing number 330572L maintained by Kansas City Southern Railway. The crossing is currently controlled by two gates and several mast-mounted and cantilevered flashing lights. In order to reduce delay and enhance safety for train operators and highway users, separating the crossing grade is necessary. The design will take into consideration pedestrian and bicycle amenities. The purchase of right of way and easements is necessary for the construction of this project.

Funding for the construction of this project is part of a Twelve Million Dollars ($12,000,000) TIGER Grant award through the U.S. Department of Transportation Federal Highway Administration.

Discussion: Staff has reached an agreement with the property owner for Fifty Thousand Fifty Dollars ($50,050.00). This is the appraised amount for this acquisition.

Recommendation: Staff recommends approval for payment of Fifty Thousand Fifty Dollars ($50,050.00), for the purchase of the described right of way and easements at 1405 E. 20th Street.

Council Bill No. 2013-221



COUNCIL BILL NO. 2013-221 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of right of way and easements from property at 1405 E. 20th Street, consisting of Part of Lots Numbered Twenty-Four (24) and Twenty-Five (25) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri; and authorizing the payment of Fifty Thousand Fifty and 00/100 dollars ($50,050.00) and containing an emergency clause.

WHEREAS, Bernie J. Collins is the legal owner of property at 1405 E. 20th Street, consisting Part of Lots Numbered Twenty-Four (24) and Twenty-Five (25) in J.W. Ratcliffe's Addition to the City of Joplin, Jasper County, Missouri, according to the recorded Plat thereof and;

WHEREAS, the Council of the City of Joplin approved in the 2012-2013 budget funds for the purchase of right of way for 20th Street Grade Separation Project.

WHEREAS, in order to make said improvements, it is necessary for the City of Joplin to acquire right of way and easements, described herein.

New Right of Way:

ALL THAT PART OF LOTS NUMBERED TWENTY-FOLIR (24) AND TWENTY-FIVE (25) IN J.W. RATCLIFFE'S SUB-DIVISION OF LOTS 21, 22, 23 AND 24 IN BANKER'S 3RD ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S88°55'35"E, 1435.68 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N02°04'09"E, 40.07 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE WEST LINE OF SAID LOT 25, BEING THE POINT OF BEGINNING; THENCE CONTINUING N02°04'09"E, 43.51 FEET ALONG SAID WEST LINE; THENCE S43°24'19"E, 21.04 FEET; THENCE S88°52'48"E, 94.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 24; THENCE S02°04'09"W, 28.50 FEET ALONG SAID EAST LINE OF LOT 24 TO A POINT ON THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE N88°52'48"W, 109.01 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 3220 SQUARE FEET MORE OR LESS.

Temporary Construction Easement:

ALL THAT PART OF LOTS NUMBERED TWENTY-FOUR (24) AND TWENTY-FIVE (25) IN J.W. RATCLIFFE'S SUB-DIVISION OF LOTS 21, 22, 23 AND 24 IN BANKER'S 3RD ADDITION TO THE CITY OF JOPLIN, IN THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 33 WEST, JASPER COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE S88°55'35"E, 1435.68 FEET ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE N02°04'09"E, 40.07 FEET TO A POINT AT THE INTERSECTION OF THE CURRENT NORTH RIGHT-OF-WAY LINE OF 20TH STREET AND THE WEST LINE OF SAID LOT 25; THENCE CONTINUING N02°04'09"E, 43.51 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING;THENCE S43°24'19"E, 21.04 FEET; THENCE S88°52'48"E, 94.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 24; THENCE N02°04'09"E, 15.00 FEET ALONG SAID EAST LINE OF LOT 24;THENCE N88°52'48"W, 109.01 FEET TO THE POINT OF BEGINNING.
AFTER COMPLETION OF CONSTRUCTION THE EASEMENT RIGHTS IN SAID LAST ABOVE DESCRIBED TRACT WILL CEASE AND NO LONGER BE IN EFFECT. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD. CONTAINING 1520 SQUARE FEET MORE OR LESS.

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 right of way at 1405 E. 20th Street, consisting of:

Section 2. That the City of Joplin authorize placing $50,050.00, in escrow for the purchase of right of way and easements at 1405 E. 20th Street. Payment will be made from account #145-4565-520-8105 Project TG0522.

Section 3. That the Director of Public Works is hereby authorized to accept this right of way on behalf of the City of Joplin.

Section 4. 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.

COUNCIL BILL NO. 2013-221 ORDINANCE NO.

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

_____, 2013 by a vote of _____.

_____
Melodee Colbert-Kean, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: September 3, 2013
Council Bill No. 2013-~~354~~ 624

Item: Award of Contract for Construction of the Route 66 Mural Park
Originating Department: Convention & Visitors Bureau

Attachments: 1) Council Bill No. 2013-624
2) Conceptual Drawing
3) Bid Summary

Department Head: Patrick Tuttle — Date: 8/26/13
City Manager: Mark Rohr — Date: 8-26-13
Finance Department: Leslie Haase — Date: 8-26-13
City Attorney: Brian Head — Date: 8-26-13

Recommended Action: Approval of Award of Contract with Dalton-Killinger Construction Company for the construction of the Route 66 Mural Park in Downtown Joplin.

Background: At the June 17, 2013, informal meeting the City Council advanced the idea of turning the existing Mall Park into the Route 66 Mural Park to compliment the two new Route 66 Murals and create a Route 66 tourism destination. City Council supported the $160,000 construction assessment from the tourism reserve funds.

Discussion: Through an RFP process Corner Greer & Associates, Inc was awarded the contract as the Architect of record for conceptual and construction design for the project.

A Notice to Contractors that solicited bids for the construction phase was published in the Joplin Globe.

The low bid for the project was provided by Dalton-Killinger Construction Company in the amount of $167,402.00 which was within the engineers estimate, and that bid was revised to meet the City's budget, to $159,871.00.

Recommendation: Approval of Award of Contract with Dalton-Killinger Construction Company for the Route 66 Mural Park Construction in Downtown Joplin.

COUNCIL BILL NO. 2013-624 ORDINANCE NO.

AN ORDINANCE approving a contract with Dalton-Killinger Construction Company in the amount of One Hundred Fifty-Nine Thousand Eight Hundred Seventy-One Dollars and No Cents ($159,871.00) for the Route 66 Mural Park construction in the City of Joplin, Missouri; and, amending the Annual Budget of the City of Joplin for the Fiscal Year 2012-2013 as adopted by Ordinance 2012-186 on October 15, 2012, and containing an emergency clause;

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

Section 1. That the contract be awarded to Dalton-Killinger Construction Company in the amount of One Hundred Fifty-Nine Thousand Eight Hundred Seventy-One Dollars ($159,871.00) for the Route 66 Mural Park construction in Downtown Joplin in the City of Joplin, Missouri.

Section 2. That fiscal year 2012-2013 budgeted appropriations as adopted by Ordinance 2012-186 be amended by increasing appropriations by the total amount of One Hundred Fifty-Nine Thousand Eight Hundred Seventy-One Dollars and No Cents ($159,871.00) for a Route 66 Mural Park.

Section 3. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 3. That the Acting Director of Convention & Visitors Bureau is hereby authorized to enter into a contract on behalf of the City of Joplin with said contractor.

Section 4. 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.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2013, by a _____ vote.

_____
Melodee Colbert Keen, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Brian W. Head, City Attorney

SKETCH OF MAIN STREET ENTRANCE

ILLUMINATED SEMI-CIRCLE

12x12 PAVERS

STAMPED "45° PATTERN IN CONCRETE TO INDICATE BEST POSITION FOR PHOTO OPP.

FLOATING BENCH

WALL DESIGN PROPOSAL

12x12 ILLUMINATED TILE

NEON SIGN AT ALLEY

PRELIMINARY - NOT FOR CONSTRUCTION - JUNE 06, 2013

CGA

Corner Green & Associates, inc.

- PRELIMINARY - NOT FOR CONSTRUCTION, RECORDING PURPOSES, OR IMPLEMENTATION

DATE: 06/06/2013

ARCHITECT: CRAIG GREEN, AIA

CA: MO #2005331

A PROJECT for:

CITY OF JOPLIN
RT 66 MURAL PARK

JOPLIN MO

ISSUE DATE

JUNE 6, 2013

SHEET

PRELIMINARY ARCH. SITE PLAN

SHEET NO.

pr01-1

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

BID #: Green Assoc BID ITEM DESCRIPTION: Route 66 Mural Park Construct

BID OPENING DEADLINE: 8/14/13 DEPARTMENT: CVB

REQUISITION NUMBER: DATE & TIME OPENED: 8/15/13 11:30

OPENED BY: P. Tuttle WITNESSED BY: J. Schaller

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
Dalton Killinger	8/14	Charles Killinger	417 624 0651	N	167,402
Sprouls	8/14	Durant Sprouls	417 206 7733	N	197,714

****ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS****