
REQUESTED COUNCIL MEETING DATE: JULY 2, 2018

COUNCIL BILL 2018-024

ORIGINATING DEPARTMENT: FINANCE DEPARTMENT

**ATTACHMENT: COUNCIL BILL, NORTH PARK MALL COMMUNITY IMPROVEMENT DISTRICT
REQUEST TO AMEND THE COOPERATIVE AGREEMENT AMONG THE DEVELOPER, CITY AND CID,
EXHIBIT A**

Finance Director: Leslie Haase

Date:

Planning/Dev. & Neighborhood: Troy Bolander

Date:

City Attorney: Peter Edwards

Date:

City Manager: Sam Anselm

Date:

INTRODUCTION:

This Council Bill approves a request of the Northpark Lane Community Improvement District (the "CID") and Northpark Mall/Joplin, LLC (the "Developer") to amend the Cooperative Agreement with the City. The purpose of the amendment is to reflect changes to cost categories within the project budget.

DISCUSSION:

Pursuant to Ordinance 2014-091, the City entered into a Cooperative Agreement with the CID and Developer with regard to the District Project and District Services (as such terms are defined in the petition creating the CID in 2014, pursuant to Ordinance 2014-090). The Agreement that was passed in 2014 included a Schedule of Projects and Costs to be completed with the CID tax revenue. This 2018 Council Bill seeks approval for a Revised Schedule of Projects and Costs. Most of the major projects are the same, such as paving and concrete work, landscaping, MSSU pathway, etc. But, some of the project costs have been reduced and there have been a few more projects that have been added, such as stormwater and sanitary sewer work and security cameras. The only thing this Council Bill does is approve the Revised Schedule of Projects and Costs. The 2014 list has been attached hereto for reference.

This First Amendment to Cooperative Agreement clarifies the eligible costs related to the District Project and District Services and replaces Exhibit A of the Cooperative Agreement with Appendix 1 reflecting the costs of completed project work and work remaining to be completed.

This District will remain a separate political subdivision governed by a Board of Directors, appointed by the Mayor, with the consent of the City Council.

The Mall is a vital economic driver in our community and it is important to support the requested

SUMMARY FOR COUNCIL BILL 2018-024 (CONT'D)

enhancements for the benefit of the public. These improvements are needed to enhance the competitiveness of the Mall.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading.

2014 Project List

EXHIBIT A

Site Lighting

Engineering	\$ 30,000
Project Management	\$ 70,000
Contractor	\$730,000
Poles and Fixtures	\$210,000
Other (buy out)	\$ 17,000

Switch gear \$1,000,000

Pathway from School

Lighting	\$130,000
Landscape	\$270,000
Hardscape work	\$200,000

Mall Landscaping \$250,000

Paving and concrete

Engineering	\$ 60,000
Project Management	\$ 71,000
Concrete work	\$ 240,000
Irrigation	\$ 60,000
Contractor	\$4,500,000
Testing and QA	\$ 60,000

Future power gear \$1,600,000

Contingency \$ 502,000

FIRST AMENDMENT TO COOPERATIVE AGREEMENT

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT (“Amendment”) is made as of the ___ day of _____ 2018, by and among Northpark Mall/Joplin, LLC (the “Developer”), the City of Joplin, Missouri (the “City”) and the Northpark Lane Community Improvement District (the “CID”).

RECITALS

WHEREAS, Developer, City and the CID entered into that certain Cooperative Agreement, dated as of June 20, 2016 (the “Cooperative Agreement”);

WHEREAS, Developer, City and the CID desire to amend certain provisions of the Cooperative Agreement to reflect changes to the project budget.

NOW, THEREFORE, in consideration of the foregoing and the agreements and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer, City and the CID hereby agree to amend the Cooperative Agreement as follows:

1. The Section 4 is hereby deleted in its entirety and revised to read as follows:

Section 4. Costs of District Project and District Services. As set forth in Section 3.C of the Petition, the total estimated costs of the District Project and District Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to District Obligations) is Ten Million Dollars (\$10,000,000) and the breakdown of the costs is attached hereto as Exhibit A and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of District Obligations to finance and/or reimburse the Developer for the categories of costs set forth on Exhibit A. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the District Project and District Services above Ten Million Dollars (\$10,000,000) (plus financing, professional fees and expenses, underwriting and issuance costs related to District Obligations) will require approval by the parties as an amendment to this Agreement.

2. Exhibit A as included in the Cooperative Agreement shall be deleted in its entirety and replaced with Appendix 1 as attached hereto and incorporated herein by this reference.
3. Except as amended hereby, the Cooperative Agreement is ratified and confirmed and remains in full force and effect.

[Remainder of page intentionally left blank; signature page follows.]

NORTHPARK MALL/JOPLIN, LLC

By: **CBL SubREIT, Inc.**, its chief manager

By: _____

Name: Jeffery Curry

Title: Chief Legal Officer

ACKNOWLEDGMENT

STATE OF TENNESSEE)
) SS.
COUNTY OF HAMILTON)

On this _____ day of June, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **JEFFERY CURRY**, to me personally known, who, being by me duly sworn, did say that he is the Chief Legal Officer of CBL SubREIT, Inc., the chief manager of **NORTHPARK MALL/JOPLIN, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Name: _____

(SEAL)

My commission expires: _____

APPENDIX 1

Completed Work

Paving and Concrete	-	\$4,970,900
Landscaping	-	<u>234,600</u>
Completed Total	-	\$5,205,500

Remaining Work

Storm Sewer Replacement	-	\$1,200,000
Sanitary Sewer Replacement	-	800,000
School Pathway	-	700,000
Site Lighting and Electrical Outlets	-	400,000
Paving	-	200,000
Landscaping	-	100,000
Security Cameras for Parking Lot	-	500,000
Addition of Green Space	-	500,000
Contingency	-	394,500
Remaining Total		<u>\$4,794,500</u>
Total CID Work		\$10,000,000

Soft Costs

Financing, Professional Fees and
Expenses, Underwriting, and
Issuance Costs

TBD

[END OF DOCUMENT]

AN ORDINANCE approving a request to amend the Cooperative Agreement related to the Northpark Lane Community Improvement District.

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

WHEREAS, the Northpark Lane Community Improvement District (the "District") was established pursuant to Joplin City Ordinance No. 2014-090 on or about June 16, 2014 ("2014 Ordinance"); and

WHEREAS, pursuant to Joplin City Ordinance No. 2014-091, the City entered into that certain Cooperative Agreement with Northpark Mall/Joplin, LLC (the "Developer") and the District (the "Cooperative Agreement"); and

WHEREAS, the District and Developer have requested certain revisions to the Cooperative Agreement in the form of that certain First Amendment to Cooperative Agreement (the "First Amendment") to include the following:

- (a) The revision of Section 4 of the Cooperative Agreement with regard to Costs of District Project and District Services.
- (b) The replacement of Exhibit A to the Cooperative Agreement with Appendix 1 to the First Amendment to reflect the cost of project work completed to date and the anticipated costs of work remaining to be completed.

WHEREAS, the City, the District and the Developer desire to enter into the First Amendment.

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

Section 1. That the First Amendment is hereby approved and that a true and accurate copy of the said First Amendment is attached hereto as Exhibit A and incorporated herein by reference as though fully set out herein.

Section 2. That the City Manager is authorized to execute the First Amendment with the District and Developer, by and on behalf of the City of Joplin, Missouri.

Section 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been

unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. This Ordinance shall become effective immediately upon approval by the City Council and execution of the Ordinance by the Mayor.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2018.

Gary L. Shaw, Mayor

ATTEST:

Barbara L. Gollhofer, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney