
**ST. JOSEPH, MISSOURI
DOWNTOWN BUILDING REHABILITATION PROGRAM
APPLICATION**

APPLICATION CHECKLIST

Please provide information for the following items. Refer to Application Packet for description of requested materials.

- 1. Application Fee _____
- 2. Applicant Information _____
- 3. Project Information _____
- 4. Project Description _____
- 5. Building Information _____
- 6. Signed Application Form _____
- 7. Other Required Documentation:
 - A. Property deed with legal description _____
 - B. Proof that all property taxes are paid and current _____
 - C. Proof of property and liability insurance _____
 - D. Copies of any leases associated with property _____
 - E. Two contractor quotes for total façade project _____
 - F. Photographs of proposed project site _____
- 8. Attachment One
(Cooperation Agreement for the Downtown Building Rehabilitation Program) _____
- 9. Attachment Two
(Additional Information) _____
- 10. Attachment Three
(Review Criteria: Downtown Building Rehabilitation Program) _____
- 11. Building Rehabilitation Agreement _____

ST. JOSEPH, MISSOURI DOWNTOWN BUILDING REHABILITATION PROGRAM APPLICATION

OVERVIEW

As a fundamental goal of recent planning efforts undertaken by the City of St. Joseph, as such efforts have been embodied in such recent plans as the *Downtown Precise Plan*, (the "Plan"), the City has determined that it is in the best interests of the public to promote economic growth and vitality within Downtown St. Joseph.

On _____, 2008 the City of St. Joseph (the "City") approved the *Downtown St. Joseph TIF Redevelopment Plan* (the "TIF Plan") pursuant to Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, (the "TIF Act").

The City's objectives for the Redevelopment Plan are to facilitate redevelopment within the Redevelopment Area, as defined by the TIF Plan, and to eliminate those conditions that cause the Redevelopment Area to be a "blighted area," as defined by the TIF Act. The Plan established a program to:

1. Facilitate the comprehensive and unified redevelopment of the Redevelopment Area;
2. Result in the construction of necessary improvements (public and private), and
3. To create opportunities for private and public sector investment.

PURPOSE

The Building Rehabilitation Program (the "Program") is being created to provide an incentive for property owners to rehabilitate, reuse or enhance buildings the Redevelopment Area defined in the TIF Plan (the "Downtown District"). The Program is primarily focused on providing financial assistance for the redevelopment of vacant or underutilized Downtown buildings and façade improvements. The Building Rehabilitation Program also provides assistance for other eligible Projects as described herein. The long-term goal of the City of St. Joseph Building Rehabilitation Program is to create an environment that will continue to attract new investors, businesses, and residents to the Downtown District.

PROGRAM OBJECTIVES

- To encourage the full utilization of older Downtown buildings;
- To encourage streetscape enhancements;
- To reduce the rate of vacancy in the Downtown District;
- To provide financial assistance to property owners in overcoming the barriers associated with the reuse of older buildings;

- To preserve and maintain viable older buildings located in the Downtown District; and
- Generally, to promote and encourage continued growth and expansion of business and residential activities and to support the fulfillment of the goals of the Plans.

PROGRAM ASSISTANCE

Program assistance may be provided in via reimbursement of all or a portion of eligible redevelopment project costs from tax-increment financing revenues created from the project being implemented by an applicant developer, and distributed per the provisions of the Downtown Building Rehabilitation Program Application.

Applicants have four options for program assistance:

General Façade Renovation (Option #1): This Program is designed to assist the Applicant with renovations to building facades within the Downtown District.

Commercial Unit Assistance Program (Option #2): This Program is designed to assist property owners that want to develop street-level and/or upper-floor commercial spaces within the Downtown District. The City will participate in the Project for reasonable commercial-related rehabilitation costs for upper-floor units.

Residential Unit Assistance Program (Option #3): This Program is designed to assist property owners that want to develop upper-floor residential spaces within the Downtown District. The City will participate in the Project for reasonable residential-related rehabilitation costs for upper-floor units.

General Building Rehabilitation Program (Option #4): This Program is designed for larger projects and to assist property owners that seek to restore and rehabilitate properties located in the Downtown District. Projects utilizing this Option will likely be larger projects and should address the rehabilitation of entire buildings, address safety or code compliance issues, encourage LEED or environmental sustainable construction, or provide new or reinvestment in critical building systems.

The City of St. Joseph will review each application and each applicant's project individually, per the Options listed above, and will determine the amount of reimbursement from TIF – or other revenues as determined by the City – each project will, or will not, receive on a case-by-case basis.

ELIGIBILITY

Buildings must be located within an activated Redevelopment Project Area of the Downtown St. Joseph TIF Redevelopment Area to be eligible. The Program is open to both building owners and tenants; however, the owner must sign the Building Rehabilitation Agreement.

PROGRAM REQUIREMENTS

Applicants will be required to complete an application packet provided by the City. The following Program guidelines also apply:

1. Applicant must agree to abide by the items outlined in **Attachment One: Cooperation Agreement.**
2. Program funds can be utilized for exterior or interior renovation and construction costs with an emphasis on meeting state and local fire and safety codes.
3. Applicant must provide proof that all property taxes are current and that the subject property is properly insured.
4. Applicant must provide Project financing and cost information and provide proof in the form of bank commitment letter(s) that all private financing is in place, if applicable.
5. A minimum of 5% owner cash equity (of total Project costs) will be required for all Projects utilizing bank or other public financing.
6. Annual program funding will be limited, with Projects awarded as funds are available. The City will make final determinations on individual Project eligibility and can reject any application based upon required insufficient Program funds.
7. At least two licensed contractor quotes must be submitted; however, the Applicant will not necessarily be required to accept the low bidder.
8. Funding for Projects undertaken prior to City review and written approval will not be considered.
9. All required municipal or governmental permits must be obtained prior to construction starting up.
10. Funds will be provided on a draw basis upon completion of work, or with annual reimbursement payments, as the case may be. Executed contracts and/or contractor invoices must be presented prior to disbursement of Program funds.
11. Construction must commence within 90 days of approval for funding and be completed within one year after construction start date. Requests for time extensions must be submitted in writing and will only be approved upon the express written consent of the City of St. Joseph. Applicant will be in default if rehabilitation is not undertaken within the specified time period, with 100% of any paid costs and expenses to be reimbursed to the City of St. Joseph.
12. Priority status will be given to Projects receiving the highest score in accordance with the Project Ranking Criteria located in Attachment Three.

INELIGIBLE USES OF PROGRAM FUNDS

Program funds cannot be utilized for any of the following uses:

1. Property acquisition costs.
2. Paying off existing debt.

APPLICATION AND SELECTION PROCESS

Applications may be obtained in person in the offices of the Department of Planning and Community Development, Room 107, 1100 Frederick Avenue, St. Joseph, MO, 64501, or by calling (816) 271-4827. To determine initial eligibility, City staff will meet with the Applicant to review the scope of the Project. The pre-application process will also include a site visit by City staff. If the Applicant and City staff representative reach consensus that the Project should move forward, the Project will be presented to the TIF Commission for preliminary review of the application and for review of the project documentation to ensure compliance with the goals of the Plans. Upon preliminary approval by the TIF Commission, the Project will be submitted to the City Council for final approval. Upon approval of the City Council, a Building Rehabilitation Agreement will be executed and the Project can proceed.

APPLICATION FEE

The Applicant will be required to submit a non-refundable application fee equal to the greater amount of \$150 or 1.5% of the requested Downtown Building Rehabilitation Program loan or increment award. The application fee shall be submitted when filing the application for review by City staff.

SELECTION CRITERIA AND REVIEW

Projects will be prioritized and ranked according to the Project Review Criteria presented in **Attachment Three**. Projects must meet the minimum score in accordance with the basic review criteria prior to consideration by the TIF Commission. Prioritization of Projects will be based on the overall score awarded Applicants based on basic review criteria and bonus points awarded for achieving certain key objectives of the Program.

SOURCE OF PROGRAM FUNDING

The City will make tax increment financing revenue available to eligible Projects located within the Downtown St. Joseph TIF District's active Redevelopment Project Areas. The City may also utilize other local resources to support the Program as funds become available. The City intends to seek support from Federal funding sources to support the Program. However, the availability of these funding sources will be contingent upon the approval of the Federal Government and may or may not be available at any given time for the Program. Projects supported through Federal funding sources will also be subject to the Federal guidelines and policies associated with individual funding sources. The City will disclose any additional Federal requirements (beyond those of this Program) to the Applicant during the preliminary review of the application.

FINANCING GUIDELINES

Applicants must demonstrate proof of 50% in matching funds, whether owner equity or private financing. Eligibility, rates, terms and conditions of private financing will be determined on an individual basis subject to the normal credit granting criteria of participating private banking institutions.

Program funding will be in the form of a reimbursement to the Applicant. Except for project costs to be reimbursed on an annual basis, requests for funding reimbursement may be made at 30%, 60%, and 90% Project completion. Applicant may make up to three draws on Program funds, with 10% of each draw being retained by the City. The City will release the final 10% upon completion and occupancy.

RIGHTS RESERVED

The City of St. Joseph reserves the right to reject any and all applications up to the limit of closing. The specific Program policies and procedures herein are subject to revision or amendment by the City of St. Joseph. The City may discontinue this Program at any time, subject to the availability of Program funding.

DEFAULT AND REMEDY

To access Program funds, Applicants must demonstrate a bona fide commitment to implement building improvements; must certify that construction will commence within 90 days of funding approval; and Applicant shall complete the Project within one year thereafter. Applicant will be in default if rehabilitation is not undertaken within the specified time period, with 100% of paid costs and expenses to be reimbursed to the City of St. Joseph.

In the event of default, the entire amount of outstanding Downtown Building Rehabilitation Program funds shall become due and payable, plus collection costs and reasonable attorney fees, if applicable. One or more of the following events shall constitute a default:

1. The Applicant fails to pay, when due, any real estate taxes or special assessments on the subject property during the term of the Development Agreement.
2. The Applicant expends Program funds for uses other than approved Project costs as represented in the original application.
3. The Owner/Applicant transfers ownership or interest in subject property to another party during a period of five (5) years following the completion of the Project, unless such transfer secures the prior written approval of the City of St. Joseph.
4. The Applicant defaults on bank loan or other public or private financing made in conjunction with the Downtown Building Rehabilitation Program.

BUILDING REHABILITATION PROGRAM APPLICATION

Application Form

1. Applicant Information

NAME: _____

BUSINESS ADDRESS: _____

HOME ADDRESS: _____

BUSINESS PHONE: _____ HOME PHONE: _____

FAX: _____ EMAIL: _____

2. Project Information

BUILDING LOCATION: _____

BUSINESS(ES) LOCATED IN BUILDING: _____

NUMBER OF RESIDENTIAL UNIT(S) LOCATED IN BUILDING: _____

BUILDING AGE: _____ BUILDING LOCATED IN HISTORIC DISTRICT? _____

PROPERTY ZONED AS: _____

OWNER OF RECORD: _____

IF LEASED: Lease Expires: _____ Renewal Term _____

3. Project Description

Describe in detail the proposed scope of work, including design firm selected (if applicable). In describing Project, be sure to differentiate between interior renovations vs. exterior renovations to be undertaken. Use separate sheet(s) if necessary.

Anticipated Construction:

Start Date: _____ Completion Date: _____ Total Project Cost: _____

4. **Financing Commitment**

Is there a current Mortgage on the property: YES _____ NO _____

If YES, Holder of Mortgage:

Date of Mortgage: _____

Original Amount: _____ Current Balance: _____

Are there any other loans, liens, and/or deed restrictions on the property?

YES _____ NO _____

If YES, please list: _____

5. **Building Information**

Will Project result in a change of use for the building? YES _____ NO _____

Uses of the property:

	Existing Use	Use After Project
1 st Floor		
2 nd Floor		
3 rd Floor		
4 th Floor or above		

6. **Program Assistance**

Program Option Selected: _____

Program Assistance Amount Requested: _____

7. **Other Required Documentation**

- a. Property deed with legal description of property.
- b. Proof that all property taxes are paid and current.
- c. Proof of property and liability insurance.
- d. Project budget.
- e. Two (2) contractor quotes/construction bids for total Project.
- f. Photographs of the Building (exterior and/or interior as appropriate).

I / We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the City of St. Joseph Downtown Building Rehabilitation Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the Program, requiring any funds already disbursed to be repaid in full to the City of St. Joseph. It is understood that all City funding commitments are contingent upon the availability of Program funds.

Signed this _____ day of _____, 20 _____

By: _____

ATTACHMENT ONE

Cooperation Agreement for the Downtown Building Rehabilitation Program

If the Project for which this application is submitted is approved for funding by the St. Joseph City Council, the Applicant shall cooperate with the City and St. Joseph Downtown Partnership (the "Partnership") in furtherance of its fundamental goal of promoting economic growth and vitality within the Downtown District by:

- Participation in Partnership sponsored tours of Downtown
- Commit where possible to uniform store hours
- Participate in Downtown promotion

Applicant

Date

ATTACHMENT TWO

Additional Information

Please use this sheet to answer the following. Attach additional sheets as necessary.

1. Project Start Date: _____ Estimated Completion Date: _____

2. Economic Impact:
 - a. Projected Real Property Tax Increase:

 - b. Projected Personal Property Tax Increase:

 - c. Projected Sales Tax Increase:

 - d. Permanent Jobs Created:

3. **Special Factors:** List special factors associated with proposed rehabilitation such as ADA compliance improvements, structural improvements, safety improvements, environmental design elements, etc.

Applicant

Date

ATTACHMENT THREE

(to be prepared by City staff)

Review Criteria: Downtown Building Rehabilitation Program

Applications for funding under the City of St. Joseph Downtown Building Rehabilitation Program will be evaluated using the following criteria. These criteria ensure that each Project that is approved contributes to the continuing revitalization of the Downtown District as expressed in the Plans, as well as contributing to the proper stewardship of monies allocated for such goals.

Applications must score a minimum of six (6) points, including all three (3) of the Basic Review Scores, during preliminary staff review before submittal to the TIF Commission. Multiple applications and Projects will be comparatively ranked based on the overall total score.

Basic Review Criteria	Criteria Weight	Score
Application Checklist Complete	1	
Application Meets General Program Objectives	1	
Program "Need" Necessary	1	
Subtotal		

Bonus Review Criteria	Criteria Weight	Score
Project Located in National Historic District	2	
Private Funds Exceed 75% Match	1	
Project Provides Façade Renovation	2	
Project Provides Upper-Story Renovation	3	
Project Creates Jobs	2	
Project Increases Sales Taxes	1	
Project Provides Residential Units	1	
Project Includes a Contributing Building to National Historic District	1	
Project Attracts/Expands New Retail Business	2	
Project Utilizes Sustainable "Green" Construction	1	
Project Addresses Code Compliance Issues (i.e. ADA, Safety)	1	
Project Attracts New Business	2	
Project Retains Existing Business	1	
Subtotal		
Total		

**DOWNTOWN BUILDING REHABILITATION
PROGRAM AGREEMENT**

(_____ Project)

This Building Rehabilitation Agreement (the "Agreement") is made as of _____, between the City of St. Joseph, and _____, a Missouri _____ (the "Developer").

PREMISES

WHEREAS, pursuant to the power and authority granted to the City by _____, it has established the Downtown Building Rehabilitation Program (the "Program") as an incentive for property owners/tenants to rehabilitate buildings located within the Downtown District (attached as **Exhibit A**) and thereby promote economic growth; and

WHEREAS, the Program is intended to assist property owners of Downtown buildings to rehabilitate structures to bring them into productive use and to attract residents and businesses; and

WHEREAS, the Developer owns/leases property located in the Development District as described in **Exhibit B** (the "Site") and desires to make rehabilitation improvements at the Site (the "Project"), the design, description and estimated costs of which are set forth in **Exhibit C**; and

WHEREAS, the City of St. Joseph has approved Developer's application to participate in the Program and undertake the Project; and

WHEREAS, the City of St. Joseph has further agreed to reimburse the Developer for (insert Program Option, Amount and Type), pursuant to the terms of the Program and this Agreement.

In consideration of the foregoing premises and the mutual covenants contained in this Agreement, the Developer and the City hereby covenant and agree as follows:

ARTICLE I

COVENANTS OF THE DEVELOPER

Section 101. Construction. The Developer shall construct and complete the Project in an expeditious and workmanlike manner pursuant to and in accordance with **Exhibit C**. Developer shall commence construction within 90 days from the date of this Agreement and Developer shall complete the Project within one year thereafter. In the event the Developer leases the building space, he/she shall provide to the City written consent of the property owner to make such improvements.

Section 102. Repayment If, after 36 months, the property is not occupied on at least the first-floor and if the property has not been occupied for any of the 36 months after completion of construction, then the Developer must promptly repay, upon the request of the City, the reimbursement made by the City hereunder to the Developer, or a portion of thereof as the City sees fit, plus interest the rate of seven percent (7%) per annum compounded and computed from the date the reimbursement is disbursed to the Developer, to the date of repayment.

A sale or change in ownership approved by the City shall be subject to Developer's successor assuming all of the Developer's obligations hereunder.

Section 103. Payment of Taxes. The Developer agrees to pay, or cause to be paid, all real property, personal property, sales and other taxes due and owing with respect to the Site, as and when the same become due. Developer recognizes and agrees that the failure by Developer to pay these taxes, or cause them to be paid, is an event of default and a breach of this Agreement.

Section 104. Priority Obligations. The Developer understands and agrees that the order of priority of payments from the City is as follows:

- a. The annual operating expenses of the City of St. Joseph with respect to administering the TIF fund;
- b. Obligations of the City of St. Joseph for prior approved Projects; and
- c. Payments due Developer under this Agreement.

Section 105. Indemnification of the City of St. Joseph and its Agents.

- a. The Developer shall indemnify and hold the City of St. Joseph and its members, officers, agents, and employees (the "Indemnified Persons") harmless from any loss, expense (including reasonable attorney fees and expenses), or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims against the Indemnified Persons by reason of the reimbursement for the cost of the Project, if made by third parties alleging personal injuries suffered by them while on the Site arising or resulting from, or in any way connected with, the Project. If any suit, action, or proceeding is brought against any Indemnified Person, that action or proceeding shall be defended by counsel to the Developer.
- b. The Developer shall not be obligated to indemnify any Indemnified Person under subsection (a) if a court of competent jurisdiction finds that the liability in question was caused by willful misconduct or gross negligence of the involved Indemnified Person, unless the court determines that, despite the adjudication of liability, but in view of all circumstances of the case, the Indemnified Person(s) is (are) fairly and reasonably entitled to indemnity for the expenses which the court considers proper.
- c. The Developer shall also indemnify and reimburse the City for all reasonable costs and expenses, including reasonable attorney fees and expenses incurred in:

- (i) enforcing any obligation of the Developer under this Agreement or any related agreement;
 - (ii) taking any action requested by the Developer; or
 - (iii) taking any action considered necessary by the City and which is authorized by this Agreement.
- d. The obligations of the Developer under this section shall survive any assignment of this Agreement, unless the City otherwise expressly and specifically agrees in writing.

ARTICLE II

COVENANTS OF THE CITY OF ST. JOSEPH

Section 201. Payments to Developer; Conditions Precedent. Provided that (i) there shall be no event of default or breach of any of the covenants and agreements of the Developer required to have been observed and performed by the Developer under the terms of this Agreement, (ii) no construction liens shall have been filed against the Site, (iii) Developer shall have provided the City with such sworn statements, waivers of lien, affidavits, other documents, paid receipts, and other proof of payment from Developer and from any general contractor, subcontractors, suppliers and laborers as shall be required by the City, (iv) the Project shall have been constructed to the date of Developer's request for reimbursement in a manner satisfactory to the City and in accordance with the approved application under the Program and pursuant to **Exhibit C**, and (v) the amount of the requested reimbursement plus all previous reimbursements to the Developer from the City for the Project shall not exceed _____ Dollars (\$_____).

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 301. Representations and Warranties of the Developer.

- a. The Developer (i) is duly organized and validly existing as a _____ in good standing under the laws of the State of Missouri with power under the laws of such state to carry on its business as now being conducted, (ii) is duly qualified to do business in the State of Missouri, and (iii) has the power and the authority to own or lease the Site and the Project.
- b. There is no violation or default by the Developer under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject, wherein a default or violation would materially and adversely affect any of the transactions contemplated by, or the validity of, this Agreement. Compliance with the terms, conditions, and provisions of this Agreement does not conflict with, and will not result in or constitute a breach of, or default under, any of the foregoing.

Section 302. Representations and Warranties of the City of St. Joseph.

- a. The City is a public body corporate, duly existing in accordance _____. The City has taken all actions necessary to authorize the execution and delivery of this Agreement.
- b. There is no action, suit, proceeding or investigation before any court, public board or body pending to which the City is a party, or to the best knowledge of the City threatened against the City, contesting the establishment of the City or the validity or binding effect of this Agreement.

ARTICLE IV

DEFAULT

Section 401. Event of Default. An event of Default shall consist of any misrepresentation or failure to comply with the terms and provisions hereof by either party. In addition, an Event of Default shall include any misrepresentation made in the application by Developer.

Section 401. Remedies. Upon the happening of an Event of Default, the non-defaulting party shall be entitled to seek all remedies available at law or in equity. In the event of suit, the prevailing party shall be entitled to recover its costs and attorney fees.

ARTICLE V

MISCELLANEOUS

Section 501. Assignment of this Agreement. The Developer may not transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the City. Consent may be given or withheld in the sole and absolute discretion of the party from whom consent is sought. The obligations of the Developer under this Agreement shall survive any assignment, unless the City otherwise specifically and expressly agrees in writing.

Section 502. Notices. All written notices, certificates, or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the last known address of the receiving party.

Section 503. Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

Section 504. Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 505. Binding Effect. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 506. Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions, or sections of this Agreement.

Section 507. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 508. Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define, or describe the scope or intent of any provision of this Agreement.

Section 509. Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance, and otherwise, by the laws of the State of Missouri.

Section 510. Mutual Cooperation. Each party to this Agreement shall:

- (a) take all actions required of it by the terms of this Agreement as expeditiously as possible;

- (b) cooperate, to the fullest extent possible, with the other party to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals, and any other permissions necessary for the construction or operation thereof.
- (c) execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer's financing from such lenders;
- (d) use its best efforts to assist the other party to this Agreement in the discharge of their respective obligations hereunder; and
- (e) use its best efforts and cooperate with the other party to assure that all conditions precedent to the completion of the Project are timely satisfied.

Section 5.11. Permits and Approvals. The Developer shall be responsible for obtaining, at its sole cost and expense, all easements, rights-of-way, licenses, permits, approvals, and any other permissions necessary for the construction of the Project.

Section 512. Force Majeure. No party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes and embargoes, and delays of contractors due to such causes. Such failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking relief from its obligations under this Section 512 shall notify the other parties in writing, setting forth the event giving rise to such failure to perform, within ten (10) days following the occurrence of such event.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

THE CITY OF ST. JOSEPH, MO

DEVELOPER:

By:

By:

Its:

Its:
