

**ORDINANCE NO. 4143**

**AN ORDINANCE OF THE CITY TO GRANT TAX ABATEMENT FOR A PROJECT LOCATED IN THE HENRY COUNTY ENHANCED ENTERPRISE ZONE WITHIN THE CITY TO BE UNDERTAKEN BY H2 PROPERTY, LLC**

**WHEREAS**, the City of Clinton, Missouri, a third class city and political subdivision of the State of Missouri (the "City") supported the creation of the Henry County Enhanced Enterprise Zone (the "Zone") pursuant to Sections 135.950 to 135.973, inclusive, of the Revised Statutes of Missouri, as amended (the "EEZ Act"); and

**WHEREAS**, the City is the governing body under the EEZ Act for projects within the City; and

**WHEREAS**, H2 Property, LLC (the "Company") has proposed to invest capital for the construction of new space for the operation of the Company's business (the "Project") within a portion of the Zone located within the City; and

**WHEREAS**, the Company represented that it expects to invest approximately \$1,239,100 in the Project, with approximately \$1,200,000 expected to be spent on the construction or improvement of buildings qualifying for tax abatement under the EEZ Act, with the balance of the improvements being spent on acquisition of land and expects to create 2 new full-time jobs with an average hourly wage of at least \$23.00; and

**WHEREAS**, based on the foregoing, the City desires to grant tax abatement, as provided in the EEZ Act, to the Company for the Project to incentivize the construction of the Project within the Zone so as to create jobs and foster the development of property within the Zone; and

**WHEREAS**, on November 30, 2023, the City Council held a duly-noticed public hearing regarding the proposed real property tax abatement described herein; and

**WHEREAS**, Section 135.963 of the EEZ Act required the City Council to pass an Ordinance specifying the percentage of tax abatement, the duration of the tax abatement, the political subdivisions to which such tax abatement will apply and such other terms, conditions and stipulations as may be otherwise required.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, MISSOURI, AS FOLLOWS:**

**Section 1. Enhanced Enterprise Zone Tax Abatement**

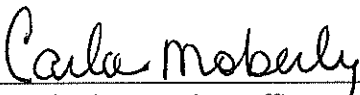
- a. Subject to the provisions of this Ordinance and the requirements of the EEZ Act, the Project shall receive abatement from general ad valorem real property taxes imposed by the County, the State of Missouri, or any political subdivision thereof as described in the Performance Agreement (the "Agreement") to be signed by the City and the Company, attached as Exhibit A hereto and incorporated by reference herein.
- b. The tax abatement provided in the Agreement shall only apply to general ad valorem taxes (including commercial surcharges) levied against the Project and shall not be deemed or construed to exempt the Company or any successor in title, in whole or in part, from special assessments, fees, charges or other taxes that may be imposed by the City or another governmental unit.
- c. In accordance with Section 135.963.2 of the EEZ Act, the City Clerk is hereby authorized and directed to provide a copy of this Ordinance and the Agreement to the Director of the Missouri Department of Economic Development within 30 days of the passage hereof.

**Section 2. Execution of Agreement.** The Mayor is hereby authorized to execute the Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 3. Further Authority.** The officers of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance.

**Section 4. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

Read both times and passed this 30<sup>th</sup> day of November, 2023.

  
\_\_\_\_\_  
Carla Moberly, Presiding Officer

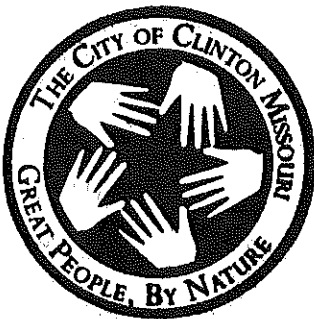
ATTEST:

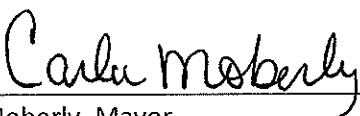
Ayes 7 - Gene Henry, Roger House, Austin Jones, Shelley Nelson,  
Martha Nichols & Debbie Smith

Nays 0

Absent 1 – Cameron Jackson and Daniel Wilson

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



  
\_\_\_\_\_  
Carla Moberly, Mayor

**EXHIBIT A**

**PERFORMANCE AGREEMENT**

**THIS PERFORMANCE AGREEMENT**, dated as of [DATED DATE], as from time to time amended and supplemented in accordance with the provisions hereof (this **"Agreement"**), is by and among the City of Clinton, Missouri, a third class city and political subdivision organized and existing under the laws of the State of Missouri (the **"City"**) and H2 Property LLC, a Missouri limited liability company (the **"Company"**).

**RECITALS:**

**WHEREAS**, the City is authorized by Sections 135.950 RSMo., et. seq. as amended (the **"Act"**), to provide certain incentives for the construction of new and the expansion of existing facilities for certain industrial, warehousing, commercial and manufacturing purposes; and

**WHEREAS**, pursuant to the Act, the County Commission of Henry County, Missouri (the **"County"**) has passed an ordinance establishing an Enhanced Enterprise Zone Board (the **"Board"**) and to provide certain ad valorem tax abatements in the form of real estate tax abatements on the improvements to real property that will provide a base number of jobs paying a base rate and a base number of investments; and

**WHEREAS**, the Company will be constructing a new service building consisting of 17,500 square feet in the City to provide for space for the operations of the Company (the **"Project"**) and expects to spend approximately \$1,239,100 related to the Project, with an estimated \$1,200,000 expected to be spent on the construction or improvement of buildings qualifying for tax abatement under the Act, with the balance of the improvements being spent on acquisition of land; and

**WHEREAS**, the Project is to be located within the City and within the area designated and approved by the Missouri Department of Economic Development as an Enhanced Enterprise Zone by the County; and

**WHEREAS**, pursuant to the foregoing, the City desires to enter into this Agreement with the Company in consideration of the Company's desire to cause the acquisition, construction, furnishing and equipping of the Project as more fully described in the Development Plan upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company hereby represent, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

1. **Definitions of Words and Terms.** In addition to the word and terms defined in the Recitals, the following words and terms as used herein shall have the following meanings:

**"Administrator"** means the City Administrator of the City or another officer or employee of the City designated by the City in writing to the Company.

**"Agreement"** means this Performance Agreement between the City and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

**"Annual Jobs Report"** means the Annual Jobs Report required to be filed by the Company by Article IV, Section 3 hereof.

**"Average Wage"** means the wages paid by the Company during the year ending on the applicable Test Date to those persons which are engaged in the Jobs that are being counted to determine compliance with the Required Number of Jobs hereunder, divided by the number of hours performed by such persons during the year ending on the applicable Test Date.

**"County"** means Henry County, Missouri.

**"Development Plan"** means construction of improvements to the facilities of the Company located at 1733 N. Gerhart Drive in City of Clinton, Henry County, Missouri, and legally described on **Exhibit B** to this Agreement, to provide for the operations of the Company.

**"Enhanced Enterprise Zone"** means the area within the City and County described by the Missouri Department of Economic Development as being qualified through their standards of unemployment and poverty (and certain other qualifications, as described in the Act), which area is illustrated on the map in **Exhibit A** (the "Enhanced Enterprise Zone Map").

**"Event of Default"** means any Event of Default as provided in Article V hereof.

**"Force Majeure"** means acts of God or the public enemy, fire or other casualty (including windstorm and flood), pandemics, accidents, unusual weather, governmental restrictions, governmental regulations, governmental controls, governmental closures, governmental required work-force reduction, or governmental limitations on the performance of construction work, delay in issue of permits, enemy or hostile government action, pandemics, epidemics, quarantine restrictions, non-availability or shortages of labor or materials, local strikes or lockouts, and any other cause beyond the reasonable control of a party.

**"Job"** means a full-time position with the Company of not less than 30 hours per week at the Project and such person at all times has health insurance offered to him or her that at least 50% of the health insurance premiums are paid by the Company. Positions filled by workers who are not directly employed by the Company do not qualify as "Jobs" for purposes of this definition; provided, however that workers who are employed by a third party company at the Project pursuant to a written agreement with the Company during an employee's probationary period shall qualify as a "Job" for purposes of this definition; provided, further, that workers performing less than 30 hours per week but not less than 20 hours per week shall constitute one-half of a "Job" for purposes of this definition; provided, further, that such workers who are employed by a Related Taxpayer shall qualify as a "Job" for purposes of this definition.

**"New Jobs"** means Jobs created at the Project on or after the date of this Agreement.

**"Project"** means acquiring, constructing, furnishing and equipping a 17,500 square foot service building in the City to provide for the investment of capital for the Company at the Project Site within the designated Enhanced Enterprise Zone as more fully described in the Development Plan.

**"Project Site"** means all of the real estate described in **Exhibit B**, by this reference made a part hereof.

**"Related Taxpayer"** means (i) a corporation, partnership, trust or association controlled by the Company; (ii) an individual, corporation, partnership, trust, or association in control of the Company; or (iii) a corporation, partnership, trust or association controlled by an individual, corporation, partnership, trust or association in control of the Company. For the purposes of this definition, "control of a corporation" shall mean ownership, directly or indirectly, of stock possessing at least fifty percent of the total combined voting power of all classes of stock entitled to vote; "control of a partnership or association" shall mean ownership of at least fifty percent of the capital or profits interest in such partnership or association; and "control of a trust" shall mean ownership, directly or indirectly, of at least fifty percent of the beneficial interest in the principal or income of such trust; ownership shall be determined as provided in Section 318 of the U.S. Internal Revenue Code, as amended.

**“Required Number of Jobs”** means the average of the base number of New Jobs during the one-year period ending on each Test Date that the Company commits to providing at the Project as part of this Agreement. The Company commits to creating an average of at least 2 New Jobs at the Project during the one-year period ending on each Test Date (except that any period, not to exceed 30 business days, during which the Company is actively recruiting to fill a vacant position shall not count to reduce the average) and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement.

**“Stated Expiration Date”** means the earlier of December 31 in the year that includes the 10<sup>th</sup> year of Tax Abatement following the substantial completion of the Project, or December 31, 2034.

**“Substantial Completion”** means the stage in the progress of the work where the Project is sufficiently complete so that, in accordance with applicable laws and regulations, a certificate of occupancy or similar permit may be issued.

**“Tax Abatement”** means the tax abatement described in Article II, Section 3 of this Agreement.

**“Test Date”** means each October 1 during the term of the Tax Abatement beginning the October 1 following Substantial Completion of the Project.

## ARTICLE II

### QUALIFICATIONS FOR BENEFITS OF THE ENHANCED ENTERPRISE ZONE

1. **Jobs Created.** As described herein, the Missouri Department of Economic Development in managing the various Enhanced Enterprise Zones in the State of Missouri, has determined that the Act has established certain minimums for qualifying for property tax abatement on the improvements to real estate and the benefits offered by the Department among its several programs. It is the intent of this Agreement to establish the base number of Jobs through the application by the Company and require an Annual Jobs Report as established in Article IV, Section 3 of this Agreement. These Jobs are to be at least 2 New Jobs (except that any period, not to exceed 30 business days, during which the Company is actively recruiting to fill a vacant position shall not count to reduce the average) created in Missouri subsequent to the date of this Agreement. The Company must offer a basic health insurance plan in conformance with The Patient Protection and Affordable Care Act (PPACA) 2010 HR3590 (ACA) or an equivalent benefit for the employees in the New Jobs that at least 50% of the health care premiums are paid by the Company.
2. **Investment.** The Company has committed to providing a minimum investment of approximately \$1,200,000.
3. **Minimum Benefits.** The City commits to provide the exemption of the Company from paying any more than 50% of the ad valorem taxes on the improvements to real property as a part of the Project for ten (10) years (the “Tax Abatement”).
4. **Qualified Project.** The Project for the Company that includes improvements made to real property within an Enhanced Enterprise Zone as permitted by the Act and approved by the City.

## ARTICLE III

### REAL ESTATE PROPERTY TAX ABATEMENT

1. **Real Estate Property Tax Abatement.** The term of the Tax Abatement shall commence on the first (1st) day of the January next following the substantial completion of the Project (the “**Commencement Date**”) and shall continue for a period of ten (10) years, unless terminated earlier as provided herein.
2. **Qualifications.**
  - a. The Company covenants and agrees that, during the term of the Tax Abatement, the Company shall submit the report required by Article IV, Section 3 of this Agreement. The Company also agrees that it shall create and maintain no less than 2 New Jobs during the term of the Tax Abatement beginning with the first Test Date (except that any period, not to exceed 30 business days, during which the Company is actively recruiting to fill a vacant position shall not count to reduce the average) as provided in this Agreement.
  - b. The Company covenants and agrees that it will invest approximately \$1,200,000 in the Project. The Company shall complete the Project no later than one (1) year after the date of this Agreement, subject to Force Majeure and any extension granted by the City upon a showing of good cause by the Company.
3. **Adjustment of Terms for Failure to Deliver Required Jobs or Wages.** The Company covenants to create an average of at least 2 New Jobs at the Project during the one-year period ending on each Test Date (except that any period, not to exceed 30 business days, during which the Company is actively recruiting to fill a vacant position shall not count to reduce the average) and maintaining such number of New Jobs at the Project thereafter for the term of this Agreement within the Enhanced Enterprise Zone during the term of the Tax Abatement. The Company further covenants that the Required Number of Jobs shall have an Average Wage of at least \$23.00 per hour during the term of the Tax Abatement. The parties acknowledge that the Tax Abatement shall inure to the benefit of the Project and the Company and there shall be no reductions or termination of such Tax Abatement during the ten (10) year term so long as the Required Number of Jobs are maintained and the minimum investment has been made as provided in this Agreement; provided, (i) in the event the Company fails to maintain the Required Number of Jobs at an Average Wage equal to or above \$23.00 per hour at the Project (measured by determining the average number of New Jobs during the one-year period ending on each Test Date), the Administrator may declare an event of default, including termination of the abatement provided in this Agreement, provided any termination of this Agreement shall not apply retroactively to any past tax years.
4. **Obligation to Effect Tax Abatement.** The City shall take all actions within its control to obtain and/or maintain in effect the abatement referred to in Section 1 above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any other governmental taxing authority to recognize the abatement provided herein.
5. **Company's Right to Protest Taxes.** Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action. The City agrees to cooperate with the Company in any such appeal, protest or contest to the extent that the real property tax abatement is challenged by another governmental entity.
6. **Cessation of Operations at the Project.** If for any reason the Company ceases operations at the Project during the term of the Tax Abatement, the Administrator shall advise the Board of such cessation and recommend terminating the Tax Abatement and returning the Project to the tax rolls at full value.

“Ceases operations” or “cessation of operations” means the failure of the Company to employ an average of at least the minimum 2 full-time equivalent New Jobs at the Project for a period of twelve (12) consecutive months (except that any period, not to exceed 30 business days, during which the Company is actively recruiting to fill a vacant position shall not count to reduce the average); provided, however, that if such failure is due to a casualty at the Project, such failure shall not constitute the “cessation of operations” provided that the Company promptly commences the reconstruction of the Project and diligently pursues such reconstruction and such reconstruction is completed within twelve (12) months of the casualty event.

7. **No Abatement on Special Assessments.** The City and the Company hereby agree that the property tax abatements described in this Agreement shall not apply to special assessments. The Company hereby agrees to make a payment to the City or any other taxing jurisdiction on or before each December 31 in an amount equal to 100% of the special assessments which would otherwise be due with respect to the Project if such Project were not subject to abatement.

#### ARTICLE IV

##### COVENANTS, REPRESENTATIONS AND AGREEMENTS OF THE COMPANY

1. **Inspection.** The Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement.
2. **Compliance with Laws.** The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations.
3. **Annual Jobs Reports.** The Company shall file with the City annually, commencing on October 1 following Substantial Completion of the Project, and continuing on each October 1 thereafter while this Agreement remains in effect, a report stating the number of New Jobs maintained at the Project and Average Wage with respect to such Jobs in a form reasonably satisfactory to the City. The information shall be given as of the applicable Test Date for the one year period ending October 1, provided that, for purposes of determining compliance with the Required Number of Jobs pursuant to Article III, Section 3 of this Agreement, the Company may report the average number of New Jobs during the one-year period ending on such Test Date. The Company agrees to provide the City and the Assessor with reasonable access to the payroll and other corporate records as may be reasonably requested to verify the information provided by the Company regarding New Jobs and Average Wage information. If any report and/or other corporate records show that the Company has failed to create and maintain the New Jobs as provided herein, this Agreement may be terminated in accordance with Article III, Section 3.
4. **City Approvals.** The City intends that the approval of the Project granted by the City pursuant to this Agreement shall not affect or constitute any approval required by any other city or county or governmental entity or department or pursuant to any City ordinance, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City

will not unreasonably withhold any consent or approval required by any City ordinance, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement. Any other political subdivision outside or inside the boundaries of the City will be required to apply the City's ordinances, codes, regulations or any other approvals to the Project as required by law.

5. **General.** The Company represents, warrants and covenants that as of the date of this Agreement and during the term of this Agreement, or such shorter period as may be expressly provided for below:
  - a. The Company is a limited liability company duly organized and validly existing pursuant to the laws of the state of incorporation and is in good standing and qualified to do business in the State of Missouri;
  - b. The Company has the right, power and authority to enter into, execute, deliver and perform this Agreement;
  - c. The execution, delivery and performance by the Company of this Agreement has been duly authorized by all necessary corporate action, and does not violate the articles of organization of the Company, as the same may be amended and supplemented, or any applicable provision of law, nor, to the Company's knowledge, does it constitute a breach of or default under or require any consent under any agreement, instrument or document to which the Company is now a party or by which the Company is now bound;
  - d. To the Company's knowledge, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Company which would impair its ability to perform under this Agreement; and
  - e. The Company has obtained (or will, prior to the commencement of operations obtain) and shall maintain all required government permits, certificates and consents (including without limitation appropriate governmental approvals) necessary to conduct its business and operate the Project.
6. **Compliance with Laws.** To the Company's knowledge, the Project is and shall be in compliance in all material respects with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including environmental laws. Notwithstanding any provision contained in this Agreement to the contrary, Company shall have the right, at its sole cost and expense, to contest or review, by legal or other appropriate procedures, the validity or legality of any such applicable laws, statutes, ordinances, regulations, executive orders and codes, and during such contest or review Company may refrain from complying therewith to the extent such noncompliance is expressly permitted by law and provided that such noncompliance does not result in adverse action being taken against the Project or the City.
7. **Survival of Covenants.** All warranties, representations, covenants and agreements of the Company contained herein shall survive termination of this Agreement for any reason.
8. **Indemnification of City.** The Company shall indemnify, defend and save the City and its officers, employees and agents, including members of the City Council, harmless from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Project during the term of this Agreement, and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' fees, arising during the term of this Agreement from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Agreement, or any action requested of the City by the Company pursuant to this Agreement, (c) any contract entered into in connection with the acquisition,

construction, furnishing and equipping of the Project, (d) any act of negligence of the Company or of any of its agents, contractors, servants, employees or licensees, (e) any act of negligence of any permitted assignee, lessee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any permitted assignee, lessee or sublessee of the Company.

9. **Federal Work Authorization.** Simultaneously with the execution of this Agreement and in conjunction with every submitted annual report regarding New Jobs, the Company shall, pursuant to the provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit in substantially the form attached hereto as **Exhibit C** and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to its employees and state that it does not knowingly employ any person who is an unauthorized alien.
10. **Payment of City Costs.** The Company agrees to pay all reasonable and actual costs of the City in connection with the preparation of this Agreement. The Company also agrees to pay all reasonable and actual costs of the City in connection with the City's enforcement of this Agreement, including reasonable attorneys' fees.

#### ARTICLE V

#### RESERVED.

#### ARTICLE VI

#### DEFAULT AND REMEDIES

1. **Events of Default by Company.** If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an Event of Default hereunder:
  - a. the Company shall fail to perform any of its material obligations hereunder and (i) such failure continues for a period of 30 days (or such longer period as the City and the Company may agree in writing) following written notice to the Company from the City of such failure and the notice shall include a specific description of the Company's failure hereunder), or (ii) if such failure is not subject to cure within such 30 days, the Company shall have failed to initiate action to cure such default and shall pursue such action to cure diligently;
  - b. the Company shall breach any material covenant contained herein and continuance of such breach for a period of 30 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such breach and requiring it to be remedied; provided, that if such breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such breach shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such breach and shall thereafter prosecute and complete the same with due diligence and dispatch; or
  - c. any material representation of the Company contained herein shall prove to be materially false or erroneous and shall not be corrected or brought into compliance within 30 days (or such longer period as the City and the Company may agree in writing) after there has been given to the Company by the City a written notice specifying such false or erroneous representation and requiring it to be remedied;

provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Company shall promptly upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

2. **Remedies on Default.** Except as expressly provided otherwise in this Agreement, upon an Event of Default by the Company hereunder, this Agreement may be terminated by written notice to the Company from the Administrator stating that an Event of Default has occurred and the Tax Abatement shall be terminated. Upon notice that the Company has defaulted on this Agreement, the Company may appeal the decision of the Administrator to the City Council whose decision shall become final.
3. **Failure of the City to Perform its Obligations.** In the event the City shall fail to perform any of its obligations hereunder for (i) a period of 30 days (or such longer period as the Company and the City may agree in writing) following written notice to the City from the Company of such failure which notice shall include a specific description of the City's failure hereunder), or (ii) if such failure is not subject to cure within such 30 days, the City shall have failed to initiate action to cure such default and shall pursue such action diligently; the Company may declare that the City is in default under this Agreement and may pursue any legal remedy available to it to enforce this Agreement.

## ARTICLE VII

### TERM OF AGREEMENT

This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement), shall have a term commencing as of the date of this Agreement and terminating on the Stated Expiration Date.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

1. **Mutual Assistance.** The City and the Company agree to take such actions as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.
2. **Severability.** If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.
3. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri. Venue for litigating any dispute will be with the Circuit Court of Henry County, Missouri.
4. **Execution in Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the City and the Company with respect to the subject matter hereof.

6. **Electronic Storage of Documents.** The City and the Company agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
7. **Force Majeure.** For purposes of any provisions of this Agreement, no party shall be considered in breach of or default in any of its obligations, including, but not limited to, the beginning and completion of construction, or progress in respect thereto, in the event of Force Majeure. The parties agree that in the event of the occurrence of any delays as a result of Force Majeure, the time or times for the performance of covenants, provisions, and agreements of this Agreement shall be extended for the period of the delay attributable to Force Majeure (including any time reasonably required to recommence performance due to such delay attributable to Force Majeure).
8. **Payment or Performance on Saturday, Sunday, or Holiday.** Whenever the provisions of this Agreement call for any payment or the performance of any act on or by a date that is a Saturday, Sunday, or legal holiday of the State of Missouri, including the expiration date of any cure periods provided herein, then such payment or such performance shall be required on or by the immediately succeeding day that is not a Saturday, Sunday or legal holiday of the State of Missouri.

*[balance of page left blank intentionally]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their duly authorized officers, all as of the date first above written.

CITY OF CLINTON, MISSOURI

By: Carla Moberly  
Name: Carla Moberly  
Title: Mayor


(Seal)

ATTEST:

By: Wendee Seaton  
Name: Wendee Seaton  
Title: City Clerk



H2 PROPERTY, LLC

By: 

Name: Steve Hadley

Title: Owner

[SEAL]

ATTEST:

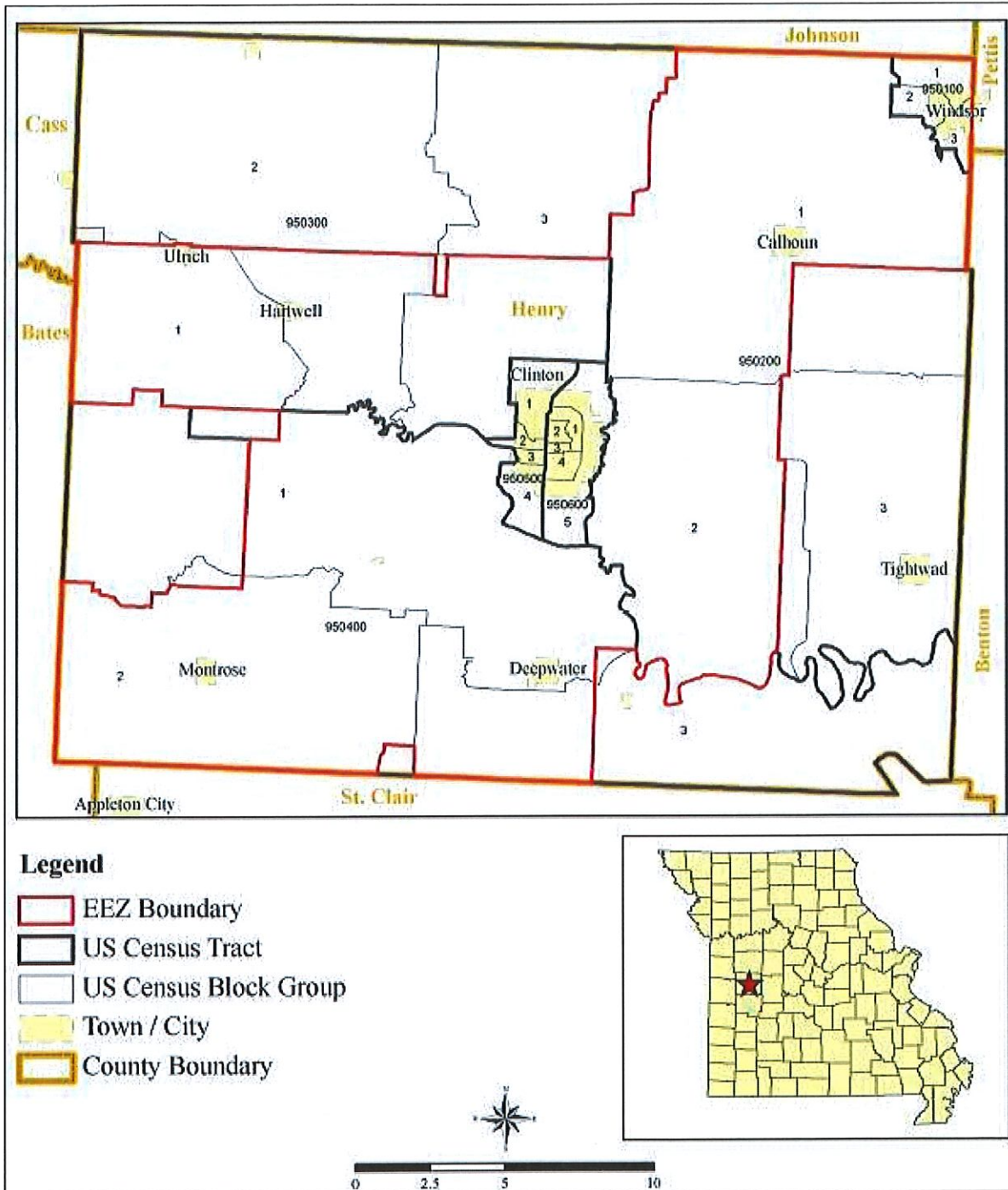
By: 

Name: Julie Hadley

Title: Co-Owner

EXHIBIT A

ENHANCED ENTERPRISE ZONE MAP



**EXHIBIT B**

**LEGAL DESCRIPTION**

Lot 18, Replat of Gerhart Industrial Park, an addition to the City of Clinton, Henry County, Missouri, according to Plat Book G at pages 193-194.

EXHIBIT C

AFFIDAVIT OF COMPLIANCE WITH SECTION 285.525 R.S.MO., ET SEQ.

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF Henry )

Before me, the undersigned Notary Public, in and for the County of Henry, State of Missouri, personally appeared Steve Hadley, who is Owner of H2 PROPERTY, LLC, a Missouri limited liability company, and after being duly sworn did depose and say:

(1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.525 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit. (An example of acceptable documentation is the E-Verify Memorandum of Understanding (MOU) - a valid, completed copy of the first page identifying the employer and a valid copy of the signature page completed and signed by the employer, the Social Security Administration and the Department of Homeland Security.)

By: *Steve Hadley*  
Print Name: Steve Hadley  
Title: Owner  
Date: 12-5-23

Subscribed and sworn to before me this 5<sup>th</sup> day December, 2023.

*Wendee Seaton*  
Notary Public  
Print Name: Wendee Seaton  
My commission expires: 3-3-27

WENDEE SEATON  
Notary Public-Notary Seal  
STATE OF MISSOURI  
Commissioned for Henry County  
My Commission Expires: March 3, 2027  
ID#19325759



## My Company Account

# My Company Profile

## Company Information

**Company Name**

H and H Mechanical LLC

**Doing Business As (DBA) Name**

Sherman Plumbing and Heating

**Company ID**

2334869

**Enrollment Date**

Dec 05, 2023

**Employer Identification Number (EIN)**

832913182

**Unique Entity Identifier (UEI)**

---

**DUNS Number**

---

**Total Number of Employees**

10 to 19

**NAICS Code**

238

**Sector**

Construction

**Subsector**

Specialty Trade Contractors

[Edit Company Information](#)

## Employer Category

### Employer Category

None of these categories apply

[Edit Employer Category](#)

## Company Addresses

### Physical Address

1733 N Gerhart Dr  
Clinton, MO 64735

### Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

## Hiring Sites

### Number of Sites

1

[Edit Hiring Sites](#)

## Company Access and MOU

### My Company is Configured to:

Verify Its Own Employees

### Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)