JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JANUARY 21, 2025
5th FLOOR COUNCIL CHAMBERS
602 S. MAIN ST. JOPLIN MO
6:00 P.M.

This meeting can be viewed live on KGCS-TV channel 21 and regional cable television systems including Sparklight in Joplin; or livestream at http://www.joplinmo.org/182/Video-Multimedia

Persons wishing to address the City Council regarding an item on the agenda should complete a Request to Address Council and give it to the City Clerk prior to the start of the meeting. When your name is called, approach the podium, and state your name clearly for the record. If your request pertains to a Public Hearing item, you do not need to submit a request. You will have five (5) minutes to speak.

PLEASE NOTE: No outside electronic devices are allowed to be used on City equipment without prior City approval. If you have handouts, you must provide 12 copies of the material to the City Clerk.

1. **Call To Order**
   Invocation
   Pledge of Allegiance of the United States of America

2. **Roll Call**

3. **Presentations**

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Travis Stephens - Introduction Of Lori Worthington - JRAH Director

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-500
      AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

      Documents:

      CB 2025-500 SUMMARY JOPLIN SPORTS FACILITY CID.PDF
      CB 2025-500 ORDINANCE APPROVING JOPLIN SPORTS FACILITY CID AND COOPERATIVE AGREEMENT.PDF

AND COOPERATIVE AGREEMENT.PDF
CB 2025-500 EXHIBIT A JOPLIN SPORTS FACILITY CID PETITION.PDF
EXHIBIT B CID COOPERATIVE AGREEMENT.PDF
CB 2025-500 MAP OF JOPLIN SPORTS FACILITY CID.PDF

8. Consent Agenda

1. Minutes Of The January 6, 2025, City Council Meeting

   Documents:

   JANUARY 6, 2025 MINUTES.PDF

2. COUNCIL BILL NO. 2025-100
   AN ORDINANCE approving the issuance of a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD; and, setting a date when this ordinance shall become effective.

   Documents:

   CB2025-100.PDF

3. COUNCIL BILL NO. 2025-101
   AN ORDINANCE approving the issuance of a Purchase Order to S&H Farm Supply, Inc in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC Tractor & BB25 Bengal Boom Mower Package; and, setting a date when this ordinance shall become effective.

   Documents:

   CB2025-101.PDF

4. COUNCIL BILL NO. 2025-251
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and include in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 117 N Moffet Ave, Jasper County, Missouri.

   Documents:

   CB 2025-251.PDF

5. COUNCIL BILL NO. 2025-253
   AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-2

PD (Central Business – Planned Development) and include in District C-1 (Neighborhood Commercial) property as described below and located at 1222 E 32nd St, Newton County, Missouri.

Documents:

CB 2025-253.PDF

6. COUNCIL BILL NO. 2025-601
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Motorola Solutions, Inc. in the amount of One Hundred Fourteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 Dollars ($114,128.00) for the purchase of a remote dispatch console; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB 2025-601.PDF

7. COUNCIL BILL NO. 2025-602
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Eight Thousand Four Hundred Twenty Dollars and No Cents ($108,420.00) for the purchase of two (2) replacement Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

Documents:

CB 2025-602.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2025-102
AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. for design and bidding services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport. This agreement is not to exceed amount of Ninety-Seven Thousand Eight Hundred Ten and 88/100 Dollars ($97,810.88); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and containing an emergency clause.

Documents:

COUNCIL BILL NO. 2025-102 PASSENGER BOARDING BRIDGE GATES 1 2 DESIGN SUMMARY.PDF
COUNCIL BILL NO. 2025-102 PASSENGER BOARDING BRIDGE GATES 1 2 DESIGN JLN PBB PROJECT CONSULTANT AGREEMENT_12 23 2024.PDF
COUNCIL BILL NO. 2025-102 PASSENGER BOARDING BRIDGE GATES 1 2 DESIGN ORDINANCE.PDF

2. COUNCIL BILL NO. 2025-400
AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Vita Nova Village that pertains to CDBG-CV public service grant funds, authorizing the City Manager to execute same on behalf of the city and containing and emergency clause.

Documents:

CB 2025-400 VITA NOVA VILLAGE SUMMARY SHEET.PDF
AGREEMENT_CV_PSG_VNV.PDF
CB2025-400_APP_ATTACHMENTS.PDF
CB 2025-400 VITA NOVA VILAGE.PDF

3. COUNCIL BILL NO. 2025-510
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

Documents:

CB 2025-510 SUMMARY BUDGET AMENDMENT.PDF
CB 2025-510 BUDGET AMENDMENT ORDINANCE .PDF
CB 2025-510 TRANSIT MEMO.PDF
CB 2025-510 CURRENT TRANSIT STAFF POSITIONS 2025.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-104
AN ORDINANCE approving Amendment 3 to Work Authorization no. OLS-OC20-04-P1 with Olsson in the not to exceed amount of Two Hundred Sixty Thousand and 00/100 Dollars ($260,000.00) for professional engineering consulting services for Glendale Parallel Interceptor – Lower Reach and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

COUNCIL BILL NO. 2025-104 GLENDALE INTERCEPTOR LOWER REACH AMEND 3 SUMMARY.PDF
COUNCIL BILL NO. 2025-104 GLENDALE INTERCEPTOR LOWER REACH AMEND 3 WORK AUTH.PDF
COUNCIL BILL NO. 2025-104 GLENDALE INTERCEPTOR LOWER REACH AMEND 3 MAP.PDF
COUNCIL BILL NO. 2025-104 GLENDALE INTERCEPTOR LOWER REACH

COUNCIL BILL NO. 2025-104 GLENDALE INTERCEPTOR LOWER REACH AMEND 3 ORDINANCE.PDF

2. COUNCIL BILL NO. 2025-500
AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

Documents:

CB 2025-500 SUMMARY JOPLIN SPORTS FACILITY CID.PDF
CB 2025-500 ORDINANCE APPROVING JOPLIN SPORTS FACILITY CID AND COOPERATIVE AGREEMENT.PDF
CB 2025-500 EXHIBIT A JOPLIN SPORTS FACILITY CID PETITION.PDF
EXHIBIT B CID COOPERATIVE AGREEMENT.PDF
CB 2025-500 MAP OF JOPLIN SPORTS FACILITY CID.PDF

3. COUNCIL BILL NO. 2025-501
AN ORDINANCE approving the Prospect Village Tax Increment Financing Redevelopment Plan and Projects; establishing a redevelopment area and redevelopment project areas; designating Prospect Village, LLC, as the developer of Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6; approving a Tax Increment Financing Contract between the City of Joplin, Missouri and Prospect Village, LLC; and authorizing the City Manager to execute the Contract on behalf of the City of Joplin.

Documents:

CB 2025-501 SUMMARY APPROVAL OF PROSPECT VILLAGE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECTS.PDF
CB 2025-501 ORDINANCE APPROVING PROSPECT VILLAGE TIF PLAN AND TIF CONTRACT.PDF
CB 2025-501 EXHIBIT A PROSPECT VILLAGE TIF REDEVELOPMENT PLAN FINAL.PDF
CB 2025-501 EXHIBIT B TIF CONTRACT.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF
CB 2025-501 EXHIBIT D STAFF ANALYSIS OF TIF PLAN.PDF
CB 2025-501 PROSPECT VILLAGE BUT-FOR ANALYSIS.PDF

4. COUNCIL BILL NO. 2025-502
AN ORDINANCE approving Redevelopment Project 1A of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-502 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 1A OF PROSPECT VILLAGE TIF.PDF
CB 2025-502 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 1A.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

5. COUNCIL BILL NO. 2025-503

AN ORDINANCE approving Redevelopment Project 1B of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-503 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 1B OF PROSPECT VILLAGE TIF.PDF
CB 2025-503 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 1B.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

6. COUNCIL BILL NO. 2025-504
AN ORDINANCE approving Redevelopment Project 2 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-504 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 2 OF PROSPECT VILLAGE TIF.PDF
CB 2025-504 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 2.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

7. COUNCIL BILL NO. 2025-505
AN ORDINANCE approving Redevelopment Project 3A of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-505 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 3A OF PROSPECT VILLAGE TIF.PDF
CB 2025-505 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 3A.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

8. COUNCIL BILL NO. 2025-506
AN ORDINANCE approving Redevelopment Project 3B of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-506 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 3B OF PROSPECT VILLAGE TIF.PDF
CB 2025-506 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 3B.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

9. COUNCIL BILL NO. 2025-507

AN ORDINANCE approving Redevelopment Project 5 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-507 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 5 OF PROSPECT VILLAGE TIF.PDF
CB 2025-507 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 5.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

10. COUNCIL BILL NO. 2025-508
AN ORDINANCE approving Redevelopment Project 6 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

Documents:

CB 2025-508 SUMMARY APPROVAL OF REDEVELOPMENT PROJECT 6 OF PROSPECT VILLAGE TIF.PDF
CB 2025-508 ORDINANCE APPROVING PROSPECT VILLAGE REDEVELOPMENT PROJECT 6.PDF
CB 2025-501 EXHIBIT C TIF DISTRICT MAP.PDF

11. COUNCIL BILL NO. 2025-509
AN ORDINANCE enacting Article XIII, Public Transit, Section 114-846, Public Transit Fees and Section 114-847 through Section 114-850, Reserved of Chapter 114, Traffic of the Code of Ordinances of the City of Joplin to implement certain fees; and setting a date when this Ordinance shall become effective.

Documents:

CB 2025-509 SUMMARY CHAPTER 114 TRAFFIC CODE FEE CHANGES.PDF
CB 2025-509 CHAPTER 114 TRAFFIC FEE CHANGES.PDF

12. **Ordinances - Second Reading And Third Reading**

13. **Unfinished Business**

14. **New Business**

Joplin, built on generations of people with grit and determination, is a regional hub at the crossroads of America. Our diverse people and employers thrive because of our healthy lifestyles, exceptional neighborhoods, lifelong learning opportunities and cultural & recreational amenities.

Ad Omnia Parata

Together we are ready for anything

Together we are ready for anything.

Notice posted at 12:00 PM on this 16th day of January 2025 (RSMo 610.020)

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the City Council are requested to follow these rules:

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.

2. Approach the podium and state your name and address clearly for the record.

3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

4. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

5. Everyone is invited to speak, however, if you have a spokesperson please allow them to speak without interrupting for applause or other demonstrations.

6. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

7. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

8. 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.

Thank you for your consideration and understanding.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-500 – Approving a Petition to establish the Joplin Sports Facility Community Improvement District, creating the District, and approving a Cooperative Agreement between the City, the District, and Prospect Village, LLC

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-500 Ordinance; Exhibit "A" Community Improvement District Petition; Blight Study; Map of Community Improvement District; Exhibit "B" Cooperative Agreement between the City, the District, and Prospect Village, LLC

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Petition to establish the Joplin Sports Facility Community Improvement District (CID) for the area generally described as approximately 303 acres around the intersection of 20th Street and Range Line Road, and south of 11th Street north of the Kansas City Southern rail line. This Council Bill also approves a Cooperative Agreement between the City, the CID, and Prospect Village, LLC.

BACKGROUND
Prospect Village, LLC (the Developer) has proposed a redevelopment project called Prospect Village. The proposed project includes the use of tax increment financing and two community improvement districts to help fund construction of an approximately 135,000 square foot indoor Sports Complex along with 2 adjacent artificial turf outdoor athletic fields, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet. In addition, after a future amendment to the TIF Plan following removal of a portion of the property from a FEMA designated floodplain, it is anticipated that approximately 375 multifamily housing units will be constructed. Improvements necessary to develop the project also include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

This Council Bill relates to the Joplin Sports Facility CID which is the first of the two community improvement districts associated with the project. A petition to form the second community improvement district, the Woodsonia Marketplace CID, will be submitted in the future. The primary purpose of the Joplin Sports Facility CID will be to fund the construction of the public indoor sports complex and outdoor fields. The primary purpose of the future Woodsonia Marketplace CID will be to fund public improvements and other site improvements necessary for the overall project.

The Petition to establish the Joplin Sports Facility CID was submitted to the City on December 18, 2024, by property owners within the boundaries of the proposed CID, collectively owning more than fifty percent (50%) by assessed value of the real property and more than fifty percent (50%) per capita of all owners of real property within the proposed CID. The Petition proposes that the CID will add a 1% sales tax within the District to fund public improvements associated with the proposed sports complex facility portion of the overall project. The additional sales tax will end at the earlier of twenty-seven years from the date the district is established, or until the entire cost of the CID Services and CID projects as set forth in the Petition are repaid, or until any bonds issued are fully repaid.

The CID will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The Petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board and have access to certain financial records.

According to Missouri Revised Statutes, blight is defined as follows:

> "Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

A blight study by Sterrett Urban, LLC. determined the area is a "blighted area" creating an economic underutilization and an inability to pay reasonable taxes. The study concludes the following blight factors are present:

- Insanitary or unsafe conditions
- Deterioration of site improvements
- The existence of conditions which endanger life or property by fire and other causes

The City, the CID, and the Developer are the parties to the CID Cooperative Agreement. The main provisions of the CID Cooperative Agreement are as follows:

- The Agreement describes the obligations of the parties regarding the CID Project which includes the acquisition of property and construction and maintenance of the publicly owned sports complex facility. The Developer will be responsible for acquiring the property necessary for the sports complex facility, performing all site work for the facility, and constructing the sports complex facility. The property will be conveyed to the CID or City pursuant to a separate Purchase and Sale Agreement between the parties. The sports complex facility will be designed and constructed by the Developer pursuant to the terms of a separate Construction Management Agreement between the parties. The City and CID will work with the Developer to develop the plans, specifications, and ultimate design of the sports complex facility.

- The Agreement provides that funding of the costs associated with the CID Project is anticipated to be provided by the proceeds of a bond issuance by the Industrial Development Authority to be repaid solely by CID sales tax revenues.

- Costs associated with the CID Project to be paid from the bond proceeds will be reviewed and certified by both the CID and the City before payment is made.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-500 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

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, on December 18, 2024, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Joplin Sports Facility Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on January 21, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, a Cooperative Agreement among the City, the District, and Prospect Village, LLC has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District, make such other findings as necessary, approve the Cooperative Agreement among the City, the District, and Prospect Village, LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission

requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Ryan Stanley	4 years
Derek Edwards	4 years
Fred Palmer	2 years
Dustin Parker	2 years
Patty Vavra	2 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of this Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act.

Section 8. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council hereby finds, determines, and declares that the area described in the Petition is a blighted area based on information included in and testimony related to the blight study submitted and presented at the public hearing on January 21, 2025. The City Council further finds and determines that the use of District revenues related to the construction of the improvements and services described in the Petition are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

Section 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 10. That the Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC, is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute

said Agreement on behalf of the City.

Section 11. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 12. 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Establish the Joplin Sports Facility Community Improvement District

[see attached]

Exhibit B

Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC

[see attached]

JOPLIN SPORTS FACILITY
COMMUNITY IMPROVEMENT DISTRICT

PETITION TO THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Submitted December 18, 2024

PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("City Council") of the City of Joplin, Missouri ("City"):

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described Joplin Sports Facility Community Improvement District ("District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. ("Act"). In support of this petition ("Petition"), Petitioners set forth the following information in compliance with the CID Act.

1. **Boundaries, Legal Description, and Map of District**

   The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. **Name of District**

   The name of the District is Joplin Sports Facility Community Improvement District.

3. **Signatures May Not Be Withdrawn**

   Notice has been provided to all signers of the Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. **Five-Year Plan**

   A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. **District Type**

   District is a political subdivision of the State of Missouri in accordance with the Act.

6. **District Governance, Number of Directors**

   The District is governed by a board of directors appointed by City, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District is governed by a Board of Directors ("Board") consisting of 5 members, who have been appointed by the municipality in accordance with the Petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

(3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo;

(4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors; and

(5) At least one director must be someone who (1) resides within the City; (2) is qualified to vote; (3) has no financial interest in any real property or business in the District; and (4) is not a relative to an owner of real property or a business within the District.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms were identified by the City as follows:

Ryan Stanley	4 years	City Representative
Derek Edwards	4 years	City Representative
Fred Palmer	2 years	City Representative
Dustin Parker	2 years	City Representative
Patty Vavra	2 years	Independent Director

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not

able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Ex Officio Members. The City may designate an ex officio member to the District's Board of Directors who may attend all open meetings of the Board but shall have no voting power. The ex officio member may attend closed meetings of the Board unless the member has a conflict of interest regarding the subject matter of the closed meeting and/or the subject matter of the closed meeting involves potential or actual legal actions relating to the City. The District shall provide the ex officio member with notice of all meetings and copies of all correspondence provided to the members of the Board. The City's failure to designate an ex officio member will not affect the Board's ability to meet, act upon certain matters and otherwise carry out its business.

f. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Joplin, Missouri's City Clerk ("City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from City Council at the next regular meeting of City Council, or (ii) return the slate to the Board with a request for alternates for any or all of the Board petitions identified on the slate.

Should City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten (10) days of such refusal, the Board shall submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of City Council at the next regular meeting of City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of City Council.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Jasper County Assessor's Office as of the date of this Petition, is $21,428,300. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at $10,903,820 representing 51% of the assessed value of all of the real property within the District.

9. Determination of Blight

Petitioners are seeking a determination that the District Land is a blighted area pursuant to the Act as shown in the Blight Study attached as Exhibit E. Upon a finding of blight by the City Council, the District may contract with any private property owner within the District to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure on such property provided that the City Council has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.

10. Proposed Length of Time

The District will continue to exist and function until the earlier of: (1) all of the obligations (and accrued interest), as defined in the Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the Act.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of the CID Sales Tax within the District. The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District may by resolution of the Board, and in accordance with the Act, impose a sales tax ("CID Sales Tax") at a maximum rate of one percent (1.0%) upon all eligible retail sales within the District.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District is not authorized to impose any real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000**

DBA (if any): DHH Investments

Property Address: 2120 S Davis Blvd

Owner's telephone number: 417-529-7000

Owner's mailing address: P.O. Box 2495, Joplin MO 64803

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	**Trust**
	Nonprofit Corporation	Other: _____

Map and parcel number: 20401800000013004; Assessed Value: $90,800 current $29,060

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/29/24

Signature: Duane Hukill
Name: Duane Hukill
Title: Owner

Date: 2/29/24

Signature: Holly L Hukill
Name: Holly Hukill
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 29th day of February 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. Hukill and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000, who executed the within instrument on behalf of said Trust and he/she/they acknowledged the execution of the same to be the act and deed of said Trust.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amy Beth Sanell
NOTARY PUBLIC

My Commission Expires:
5/28/27

AMY BETH SANELL
Notary Public-Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires May 28, 2027
Commission #19601356

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **CITY OF JOPLIN MO**
DBA (if any): _____
Property Address: E 25th St
Owner's telephone number: 417-624-0820
Owner's mailing address: 602 S Main St, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: Municipality**

Map and parcel number: **20401800000014006**
Assessed Value: **$0**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-18-24

Signature: Nick Edwards
Name: Nicholas Edwards
Title: City Manager

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 18th day of December 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nick Edwards, the City Manager for the City of Joplin, who executed the within instrument on behalf of City and acknowledged the execution of same to be the act and deed of the City.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Roschelle Forsythe
NOTARY PUBLIC

My Commission Expires:
July 5, 2026

ROSCHELLE FORSYTHE
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 5, 2026
Commission #18211596

{34054 / 72524; 1035922. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **2340 Real Property, LLC**

DBA (if any): **Schuber Mitchell Homes**

Owner's telephone number: 417-626-7000

Owner's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Kit Eaker

State basis of legal authority to sign: Company Representative

Signer's telephone number: 471-626-7000

Signer's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: 19601310013018000

Assessed Value (2023): $852,330.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/12/2024

Signature: _____
Name: Kit Eaker
Title: Director of LEAD

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

Be it remembered, that on this 12 day of Dec, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came KIT EAKER, the Director of LEAD of 2340 Real Property, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 2-7-28

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Missouri Development Enterprises, LLC**
DBA (if any): _____
Owner's telephone number: 417-782-1500
Owner's mailing address: 1701 W 26th Street, Suite C, Joplin, MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | Limited Partnership
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 1) **19601310013009000** 1) **$398,820.00**
2) **19601310013014000** 2) **$254,770.00**

Assessed Value: **$653,590.00**

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-17-2024

Signature: _____
Name: Richard Joseph, Jr.
Title: Owner/Manager

STATE OF Missouri)
) ss.
COUNTY OF Christian)

Be it remembered, that on this 17th day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RICHARD JOSEPH, JR., the OWNER/MANAGER of Southwest Missouri Development Enterprises, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Gayla J Sparks
NOTARY PUBLIC

My Commission Expires:

GAYLA J SPARKS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 24, 2026
Commission #22543338

EXHIBIT B

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Fletcher Realty, LLC**

DBA (if any): _____

Owner's telephone number: _____

Owner's mailing address: 5922 Warden Rd, North Little Rock AR 72120

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: Corporation General Partnership **Limited Liability Company** Limited Partnership Urban Redevelopment Corp Trust Nonprofit Corporation Other: _____

Map and parcel numbers:

1. **20401800000012000**
2. **20401800000026000**
3. **20401800000022000**
4. **20401800000013003**

Assessed Values:

1. **$661,000.00** 211,520
2. **$2,999,320.00** 983,090
3. **$4,316,170.00** 1,405,530
4. **$2,647,010.00** 896,840

TOTAL: $10,650,500.00 $3,496,980

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/6/23

Signature: _____

Name: Thomas W. Roy III

Title: Manager/CFO

STATE OF Arkansas)
) ss.
COUNTY OF Pulaski)

Be it remembered, that on this 6th day of December, 2023, before me, a Notary Public in and for the County and State aforesaid, came Thomas W. Roy III, the Manager/CFO of Fletcher Realty, LLC, an Arkansas limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amanda Peavey
NOTARY PUBLIC

My Commission Expires:

12-17-28

AMANDA PEAVEY
MY COMMISSION # 12369031
EXPIRES: December 17, 2028
Saline County

CID #2

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **4 State Corral, LLC**
DBA (if any): NONE
Property Address: 2415 S Rangeline Rd
Owner's telephone number: 417-396-2109 - 361-290-7562
Owner's mailing address: 3090 N Hidden Hollow Ln, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Chock L. Billy - Robert I. CAIRNS
State basis of legal authority to sign: owners
Signer's telephone number: SAME AS owners
Signer's mailing address: 3090 N. Hidden Hollow LN. Joplin MO. 64801
8105 Old White River Rd. Rogers Ark 72756

If owner is an individual: ~~Single~~ Married N/A

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | ~~Limited Partnership~~
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 20401800000027001
Assessed Value: $1,776,360.00 Current $573,330

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 1-3-2024

Signature: [signature]
Name: Chock L. Billy - Robert I. CAIRNS
Title: owners

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 3rd day of January, 2024, before me, a Notary Public in and for the County and State aforesaid, came Chock L Billy - Robert I Cairns, the owners of 4 State Corral, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Christine Gier
NOTARY PUBLIC

My Commission Expires: Feb 20, 2024

CHRISTINE GIER
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Feb. 20, 2024
Commission #20723354

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Pinnacle Bank**
DBA (if any): _____
Property Address: 2433 S Rangeline Rd
Owner's telephone number: _____
Owner's mailing address: 802 Main St, Joplin MO 64802
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Travis Spencer
State basis of legal authority to sign: MO
Signer's telephone number: 417-623-4811
Signer's mailing address: travis.spencer@pinnbank.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: BANK**

Map and parcel number: **20401800000028000**
Assessed Value: **$885,510.00** Current $288,970

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 3.27.24

Signature: _____
Name: Travis Spencer
Title: Mkt Pres

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 27th day of March 2024, before me, a Notary Public in and for the County and State aforesaid, came Travis Spencer, the Market President of Pinnacle Bank, a [NEBRASKA BANKING INSTITUTION] ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Jennifer Wetzel
NOTARY PUBLIC

My Commission Expires: 3-5-26

JENNIFER WETZEL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 5, 2026
MCDONALD COUNTY
COMMISSION #14588851

{33861 / 70863; 1008508. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Range Line Investors, L.L.C.**
DBA (if any): _____
Property Address: S Geneva Ave
Owner's telephone number: (913) 649-4600
Owner's mailing address: 7217 W 110th St, Shawnee Mission KS 66210
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014004**
Assessed Value: **$301,300.00** Current $95,680

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: February 29th, 2024

Signature: _____
Name: David J. Christie
Title: Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered, that on this 29th day of February, 2024 before me, a Notary Public in and for the County and State aforesaid, came David J Christie the Manager of Range Line Investors, L.L.C., a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Allison Edwards
NOTARY PUBLIC

My Commission Expires: August 27, 2025

NOTARY PUBLIC - State of Kansas
ALLISON EDWARDS
My Appt. Expires 8/27/2025

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **KAP Property Investments, LLC**
DBA (if any): _____
Property Address: 2120 Davis St
Owner's telephone number: _____
Owner's mailing address: 10210 Center Ridge Dr., Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Andrew J. Roy
State basis of legal authority to sign: _____
Signer's telephone number: 417-850-6607
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000013000**
Assessed Value: **$425,810.00** Current $149 520

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/27/24

Signature: Andrew J Roy
Name: Andrew J. Roy
Title: Member

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 27th day of February ~~2023~~ 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew J Roy, the Member/Signer of KAP Property Investments, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amber L Babb
NOTARY PUBLIC

My Commission Expires: 8-22-2027

AMBER L BABB
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: August 22, 2027
ID #23470422

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Continence Restoration Center, LLC**
DBA (if any): _____
Property Address: 2120 S. Davis Blvd.
Owner's telephone number: _____
Owner's mailing address: 8458 Cedar Dr., Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christopher Roberts
State basis of legal authority to sign: owner
Signer's telephone number: (417) 434-1230
Signer's mailing address: 8458 Cedar Drive Joplin MO 64804

If owner is an individual: Single (Married)

If owner is not an individual state what type of entity: Corporation; (Limited Liability Company); Urban Redevelopment Corp; Nonprofit Corporation; General Partnership; Limited Partnership; Trust; Other: _____

Map and parcel number: **20401800000013002**

Assessed Value: ~~**$616,880.00**~~ $197,400.00

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 10/11/24

Signature: Christopher Roberts
Name: Christopher Roberts
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 11th day of Oct, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christopher Roberts, the Owner of Continence Restoration Center, LLC a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Celina Brown
NOTARY PUBLIC

My Commission Expires: April 3rd, 2027

CELINA BROWN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 23138402
My Commission Expires Apr 3, 2027

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Jasper Products, L.L.C.**

DBA (if any): _____

Owner's telephone number: 417 206 3333

Owner's mailing address: 3877 E. 27th St., Joplin, MO 64808

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Randy Skienderiel

State basis of legal authority to sign: VP, Supply Chain & Admin

Signer's telephone number: 417 208-1118

Signer's mailing address: randy.skienderiel@jasperproducts.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:

1. 20401800000079004
2. ~~20401800000078000~~
3. ~~20401800000070001~~

Assessed Value:

1. $2,129,790 current $2,889,410
2. ~~$21,790 etc~~
3. ~~$129,960 etc~~

TOTAL: $2,281,540 ~~$3,041,160~~ $2,889,410

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: June 14, 2024

Signature: _____

Name: Randy Skienderiel

Title: VP Supply Chain & Admin

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 14 day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Randy Skienderiel, the VP Supply Chain & Admin of Jasper Products ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

Feb 12, 2028

SAMANTHA FLORES
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 24895046
My Commission Expires Feb 12, 2028

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Simmons Bank, successor in interest to Liberty Bank**
DBA (if any): _____
Owner's telephone number: 1-866-246-2400
Owner's mailing address: 4625 S. National Ave., Springfield, MO 65810

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christian Lewis
State basis of legal authority to sign: Missouri
Signer's telephone number: 417-875-5234
Signer's mailing address: 4625 S. National Ave., Springfield, MO 65810

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: Bank

Map and parcel number: **19601310013015000**

Assessed Value: **$1,173,620** current AV $375,560

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/5/2024

Signature: _____
Name: Christian Lewis
Title: Vice President, Regional Community Executive

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Be it remembered, that on this 5th day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christian Lewis, the VP, Regional Community Executive of Simmons Bank, successor in interest to Liberty Bank, a banking institution ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 05-15-2027

VANESSA A. GILMORE
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 15, 2027
Commission #15446884

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **BURKAT, LLC**
DBA (if any): _____
Property Address: 2705 S Rangeline Rd
Owner's telephone number: 417-622-9149
Owner's mailing address: 3715 Red Fox Run, Joplin MO 64804 (3715 RED FOX RUN JOPLIN MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: IFTIKHAR ALI
State basis of legal authority to sign: OWNER
Signer's telephone number: 417-622-9149
Signer's mailing address: 3715 RED FOX RUN JOPLIN, MO 64804

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000034000**
Assessed Value: **$553,650.00** ✓

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/12/24

Signature: _____
Name: IFTIKHAR ALI
Title: OWNER

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 13th day of June, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Iftikhar Ali, the owner of Burkat, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 11/16/2024

Kyle Birkinsha
Notary Public - Notary Seal
State of Missouri
Jasper County
My Commission Expires: 11/16/2024
Commission # 12640041

{33861 / 70863; 1008092. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Sooner Two, LLC**

DBA (if any): _____

Property Address: 1. 1935 S Rangeline (Aspen Dental); 2. S Rangeline Rd

Owner's telephone number: _____

Owner's mailing address: 1027 S. Main St., Ste 203, Joplin MO 64801

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel numbers: **1. 20401800000017003**
2. 20300730004030005

Assessed Values: **1. $714,240.00** ~~-current~~ $227,550
2. $125,000.00 **TOTAL: $839,240.00** ~~$~~ $252,090
Current $24,540

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 4-18-24

Signature: _____
Name: Michael Joseph
Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 18 day of April, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Joseph, the Manager of Sooner Two, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 10/25/2025

MONICA LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JASPER COUNTY
MY COMMISSION EXPIRES OCT. 25, 2025
ID #21576910

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Acme Land Company**
DBA (if any): _____
Property Address: 1. 2601 S Rangeline Rd; 2. S Rangeline Rd
Owner's telephone number: 417 624 5825
Owner's mailing address: P.O. Box 66, Joplin MO 64803
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: **Corporation** General Partnership; Limited Liability Company; Limited Partnership; Urban Redevelopment Corp; Trust; Nonprofit Corporation; Other: S-corp

Map and parcel numbers: **1. 20401800000031000**
2. 20401800000031001
Assessed Values: **1. $889,490.00** current $283,550 **2. $232,190.00** current $74,300 **TOTAL: $1,232,680.00** $357,850

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 5/13/24

Signature: R Newton Sharp
Name: R. Newton Sharp
Title: President

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 13th day of May, 2023, before me, a Notary Public in and for the County and State aforesaid, came R. Newton Sharp, the President of Acme Land Company, a Delaware corporation ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Cathy A Taylor
NOTARY PUBLIC

My Commission Expires:
3/22/2027

CATHY A. TAYLOR Comm. Exp. 3/22/2027 NOTARY PUBLIC NOTARY SEAL #15530333 Newton County STATE OF MISSOURI

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **International Paper Company**
DBA (if any): _____
Property Address: Behind Home Depot - Rangeline
Owner's telephone number: _____
Owner's mailing address: P.O. Box 2118, Memphis TN 38101
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014000**
Assessed Value: ~~**$120,000.00**~~ Current $147,400.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 8-19-2024

Signature: W. Neely Mallory IV
Name: W. Neely Mallory IV
Title: Director, Global Real Estate

Ignacio Vincentelli (Aug 17, 2024 10:28 CDT)

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

Be it remembered, that on this 19th day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Neely Mallory IV, the Director, Real Estate of International Paper Company, a New York corporation ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

DOROTHY D. BAILEY NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES: MARCH 02, 2028

Dorothy D. Bailey
NOTARY PUBLIC

My Commission Expires:

CLERK'S RECEIPT OF PETITION

This Petition to create the Joplin Sports Facility Community Improvement District was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of _____, 2024.

_____
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

OWN
Engineering beyond.™

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT B
MAP OF DISTRICT

See Attachment

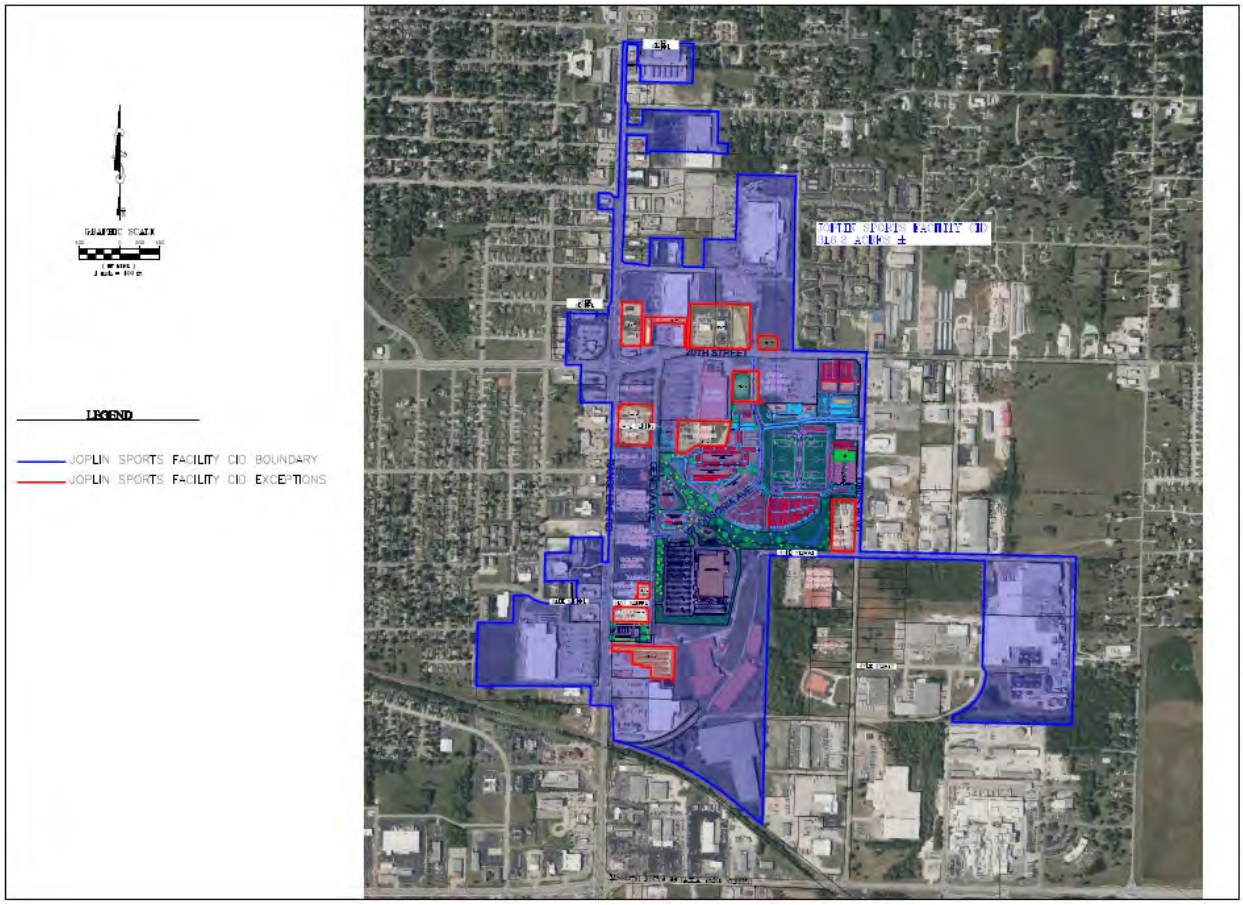
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
26TH STREET

EXHIBIT C

EXHIBIT C		
CID Property	Parcel Number	Current Property Assesed Value
Duane D. Hukill & Holly L Hukill Co-Trustees of the Duane D. and Hally L. Hukill Revocable Trust Agreement dated August 8 2000	20401800000013004	$29,060
Fletcher Realty, LLC (Toyota)	20401800000022000	$1,405,530
Fletcher Realty, LLC (Nissan)	20401800000026000	$983,090
Fletcher Realty, LLC (Subaru)	20401800000013003	$896,840
Fletcher Realty, LLC	20401800000012000	$211,520
Shuber-Mitchell Homes, LLC (2340 Real Property)	19601310013018000	$852,330
4 State Corral, LLC	20401800000027001	$573,330
Pinnacle Bank	20401800000028000	$288,970
Range Line Investors L.L.C.	20401800000014004	$95,680
KAP Property Investments, LLC	20401800000013000	$140,520
Southwest Missouri Development Enterprises, LLC	19601310013009000	$398,820
Southwest Missouri Development Enterprises, LLC	19601310013014000	$254,770
Continence Restoration Center, LLC	20401800000013002	$197,400
Jasper Products, L.L.C.	20401800000079004	$2,889,410
Simmons Bank	19601310013015000	$375,560
Burkat, LLC	20401800000034000	$553,650
Sooner Two, LLC	20401800000017003	$227,550
Sooner Two, LLC	20300730004030005	$24,540
Acme Land Company	20401800000031000	$283,550
Acme Lane Company	20401800000031001	$74,300
Joplin City	20401800000014006	$0
International Paper Company	20401800000014000	$147,400
Wal-mart Real Estate Business Trust	20300730004034000	$2,113,810
Broadmoor at Chelsea Co. L.P.	19601340001001000	$1,433,460
Broadmoor at Chelsea Co. L.P.	19601310014002000	$89,340
Herman Realty Company	20300720026007000	$237,740
Market Parking, Inc.	20300730004017000	$855,340
Warren Davis Properties	20300730004028000	$1,222,480
HD Development of Maryland, Inc.	20401800000014003	$1,061,170
BlackHooks Investments, LLC	19101240009001000	$158,630
Sutherland Building Material, Inc.	20401800000037000	$642,090
CFA-NC Townridge Square LLC	20401800000021000	$473,020
Ralco Enterprises, Inc.	20401800000017001	$540,940
Majzoub Family Partnership	20401800000017000	$167,990
Majzoub Family Partnership	19101240019010001	$430,950
Larry Fugate Trust	19601310001018000	$210,450
2918 East 20th Street, LLC	19601310001002000	$79,310
R&A Holdings, LLC	20300730004025000	$464,770
Aldi, Inc.	20300730004031000	$342,990
Total Parcels - 39 Total Owners - 31		$21,428,300

EXHIBIT D
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General**. The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

(1) Provide or cause to be provided for the benefit of the District, a 135,000 square feet state of the art sports facility which will host regional tournaments in a variety of sports.

(2) Fund the costs, expenditures, and undertakings of the Sports Complex.

(3) To levy and collect the Sales Tax in order to provide a source of payment for the Sports Complex.

(4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five-Year Budget**. The estimated revenue from the Sales Tax and expenditures for the initial five years of the District are set out on Exhibit D-1:

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective January 1, 2025, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

EXHIBIT D-1

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E

BLIGHT STUDY

[SEE ATTACHED]

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

STERRETTURBAN LLC

Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

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Section I

Introduction

The purpose of this analysis is to determine if the proposed Joplin Sports Facility Community Improvement District, which consists of approximately 260.9 acres (excluding right of way), and thirty-nine (39) property/tax parcels located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri (as further described herein, the "Study Area") qualifies as a "blighted area" according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "CID Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban ("Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix D.

The Consultant visited the Study Area in August and September 2024. The effective date of this study is September 11, 2024, the last date of inspection.

The Study Area is depicted in the map included on the following pages. The Study Area encompasses thirty-nine (39) property/tax parcels and approximately 260.9 acres of property (excluding right of way).

Definitions

Community Improvement District

Chapter 67 of the Missouri Revised Statutes, entitled "Political Subdivisions, Miscellaneous Powers", under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is in a blighted area, or includes a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

> 2. *Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:*
>
> *(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
>
> *(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.* (67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

> "Blighted area", the same meaning defined pursuant to section 99.805; (67.1401.2(3) RSMo.)

RSMo. 99.805 provides the following definition for a blighted area:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed community improvement district. According to state law, it is unnecessary for every condition of blight to be present to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the study area as a whole.

With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Summary of Findings" provides conclusions regarding the analysis and presence of blight in key areas; however, the city of Joplin, Missouri ("City") will make a final determination of a blighted area for the entire Study Area.

Study Methodology

The purpose of this work was to analyze conditions located within the Study Area to determine if it qualifies as a blighted area as defined in the CID Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions present in the Study Area.

Data was collected from the City and Jasper County ("County") to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through the County and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the city, state, and plan proponent.

The Consultant visited the Study Area in August and September 2024. The effective date of the study is September 11, 2024, the last date of inspection.

Previous Blight Determinations

Proposed Community Improvement District

The Study Area encompasses portions of two existing tax increment financing ("TIF") redevelopment plans.

The 1717 Market Place TIF Plan, which was originally approved by the City on January 10, 2005 by Ordinance No. 2005-006 with a finding of blight, includes three (3) property/tax parcels in the Study Area.

The Recovery TIF Plan, which was originally approved by the City on December 1, 2012 by Ordinance No. 2012-230 with a finding of blight was designed to aid redevelopment in an area of 3,100 acres impacted by the EF-5 tornado that struck the City on May 22, 2011. The eastern boundary of the Recovery TIF Plan is the western side of S. Range Line Road between 15th Street and 24th Street immediately north and west of the Study Area – and includes eight (8) property/tax parcels in the Study Area.

It should be noted that the statutory definition of blight was changed effective August 28, 2021, after these two TIF plans were initially approved.

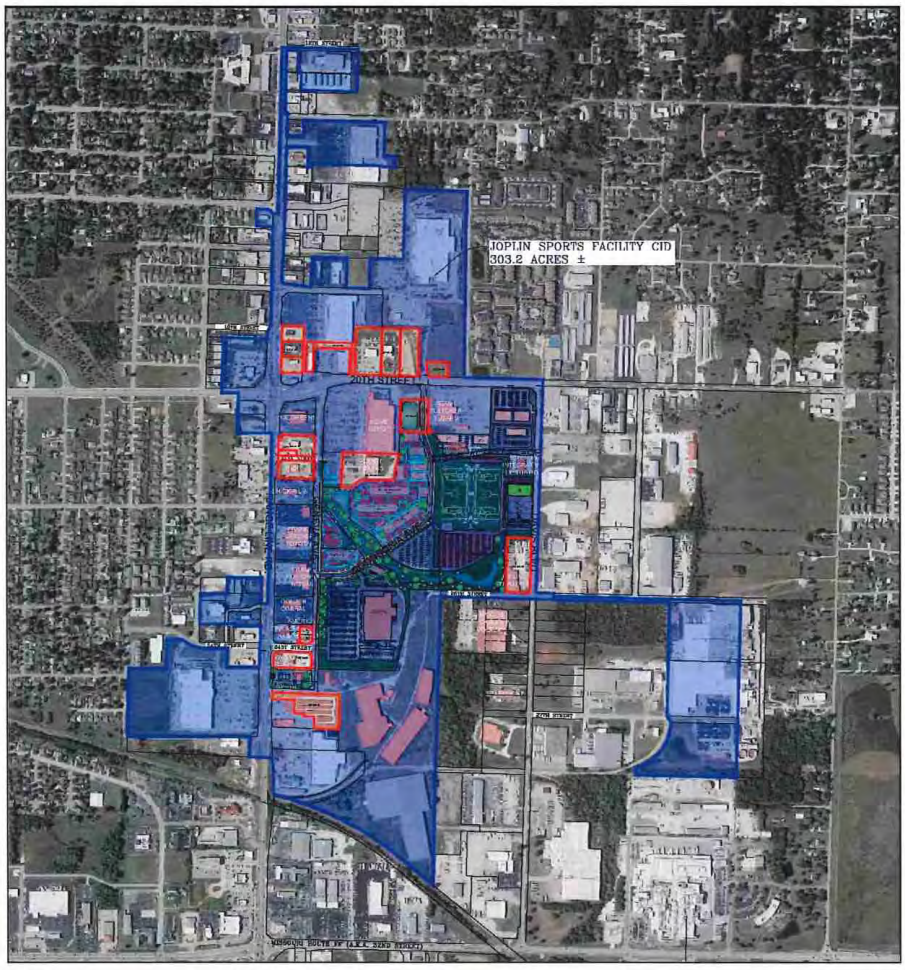
Legal Description

The Study Area consists of thirty-nine (39) property/tax parcels. Specific legal descriptions (abbreviated) of all parcels within the Study Area are included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains thirty-nine (39) property/tax parcels. All the property/tax parcels are identified by the Jasper County Assessor's office. A complete listing of the property/tax parcels identified by the Jasper County Assessor is included in Appendix A.

Study Area – Boundary Map



Source: OWN, Inc.

Properties outlined in red are excluded from the proposed Joplin Sports Authority CID

Section II

Study Area Overview

Location & Access

The Study Area encompasses approximately 260.91 acres and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The existing access points to the Study Area are located on the east/west thoroughfares of E. 12th Street, E. 13th Street, E. 17th Street, E. 20th Street, E. 24th Street, E. 25th Street, and E. 27th Street, and the north/south thoroughfares of S. Highview Avenue, S. Range Line Road, S. Geneva Avenue, S. Rex Avenue, and S. Davis Boulevard. The Study Area has quick and easy access to Interstate 44, located slightly less than one mile to the south with a full interchange on S. Range Line Road, and E. 7th Street, a "Principal Arterial," is less than a half-mile north of the Study Area via S. Range Line Road, and provides access to other north/south freeways and interstates. E. 20th Street, classified as a "Minor Arterial", is a major thoroughfare providing east/west access to the central portion of the Study Area, and S. Range Line Road (also designated as Interstate 49 Business Route), which forms much of the western boundary of the Study Area, is classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

All streets adjacent and within the Study Area are two-way streets. Beside the two major thoroughfares providing access to the Study Area, E. 13th Street, S. Rex Avenue, S. Davis Boulevard and S. Geneva Avenue are all classified as "Major Collectors." There are no "Interstates," "Freeways," or "Local" thoroughfares within the Study Area." The arterials and collectors provide good access to the Study Area and surrounding areas, except S. Geneva Avenue, which does not extend north past E. 20th Street and terminates just south of E. 24th Street, and E. 13th Street, which only exists east of S. Range Line Road.

Bike routes and trails do not currently exist within the Study Areas and none are currently planned. According to the city's "Master Trail Plan" a trail is planned along E. 20th Street west of S. Range Line Road. Pedestrian access is excellent (along S. Range Line Road, although ADA-compliant warning pads do not always exist at intersections and crosswalks and numerous gaps exist) to poor (nonexistent) within the Study Area. Sidewalks along the building improvements within the Study Area are generally in good condition, but many lack ADA-compliant curb ramps. Most walking takes place across the surface parking lots which are generally in poor to good condition. Where deterioration has occurred, tripping hazards exist.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), serves the entirety of the Study Area and much of the city. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. MAPS operates Monday through Friday.

Land Area
There are thirty-nine (39) property/tax parcels within the Study Area. Per information obtained from the geographic information system of Jasper County, Missouri, the Study Area contains a total of approximately 260.9 acres (excluding right of way).

Topography
The Study Area slopes downward from east to west and from north to south. The highest elevation in the Study Area is just shy of 1,100 feet at the northeast corner of 3877 E. 27th Street (which is the southern right of way of E. 25th Street) and developed by Jasper Products. The lowest elevation in the Study Area is generally between 1,030 and 1,040 feet in the southwest corner of the Study Area at 2600 S. Range Line Road that is developed with Lowe's.

According to a flood plain map from the Federal Emergency Management Agency (FIRM No. 29097C0278E, effective 11/2/2012) a "Regulatory Floodway" (Joplin Creek) crosses the Study Area downhill from the eastern edge of the Study Area at S. Davis Boulevard south of E. 20th Street to the western edge of the Study Area west of S. Range Line Road and just south of E. 20th Street as demonstrated in the FIRM map included in Appendix C. A fair amount of the central portion of the Study Area located south of E. 20th Street is within an area designated as a 100-year flood plain and a few areas have been designated as a 500-year flood plain. Altogether nine of the thirty-nine property/tax parcels are impacted by the Regulatory Floodway and the 100-year flood plain areas.

Utilities
All utilities are available to the properties including electricity, water, sewer, and natural gas.

Zoning
The existing zoning districts include C-1 (Neighborhood Commercial), C-3 (Commercial), C-3-PD (Commercial – Planned District) and M-2 (Heavy Industrial). A chart stating the purpose and intent of each of the zoning classifications as expressed in the Development Code of Joplin, Missouri is included below.

Zoning Classification		Intent*
C-1	**Neighborhood Commercial**	The C-1 district provides small-scale retail, service, civic and employment uses in adjacent to supporting suburban or walkable neighborhoods. This district should be used to create destinations in close proximity to residential neighborhoods, and should be well

		integrated with the supporting neighborhoods character and pattern, whether suburban or walkable.
C-3	**Commercial**	The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development.
C-3-PD	**Commercial – Planned District**	The intent of the planned zoning districts is to encourage innovation in development, unique and distinctive places, and efficient use of land, buildings and infrastructure. Specifically, planned zoning and development plans to support the flexibility offered through planned zoning should accomplish one or more of the following: 1. Preservation of distinct natural features on the land and integration of them into amenities for the project. 2. Reduction in potential environmental impacts from the development, whether through disturbance of land, location of streets and infrastructure or operation of sites and buildings. 3. Create broader community benefits through the better integration of multiple projects, resulting in designs that could not have otherwise been accomplished through the base zoning districts and standards. 4. Improved public realm designs, including streetscapes, open space, civic spaces and the relationship of buildings and sites to those spaces.

		5. Creation of unique projects and places that are particularly suited for the planned location based on the characteristics of the land or the context and relationship to surrounding areas. Departures from the base standards of all zoning districts may be considered through planned zoning process provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan.
M-2	**Heavy Industrial**	The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business.

*Joplin, Missouri Development Code

Environmental

Environmental Site Assessments (ESA) of the Study Area were not available, but an environmental covenant for a large portion of the property in the Study Area that is owned by International Paper was provided by the Missouri Department of Natural Resources. As noted within the covenant:

> "From the early 1900s until approximately 1950, underground lead and zinc mining was conducted in and around Joplin. Rex Mining and Smelting Company became the eventual owner of the property currently occupied by the Joplin facility. Long-Bell Lumber Company and American Lumber & Treating Company purchased a portion of the property from Rex Mining in approximately 1937 and began wood treating operations. Long-Bell eventually purchased the entire property and continued operations until approximately 1956 when International Paper acquired the facility. Wood treating began in 1937 using creosote. Pentachlorophenol (PCP) treating solution (diesel and PCP) was added to the process in 1955. In 1979, PCP completely replaced creosote as the treatment solution. Per the Joplin facility's original RCRA permit, there are two closed solid waste landfills (Landfill 1 and Landfill 2) present on the Northern Parcel (Figure 2). Final closure of the landfills was completed in 1991 with the installation of clay caps. On April 30, 2006, International Paper ceased operations at the Joplin facility. International Paper elected to decommission the plant to facilitate potential future industrial use of the property." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

Soil data obtained from investigations conducted under the direction of the Missouri Department of Natural Resources (MDNR) and the U.S. Environmental Protection Agency (EPA) were compared to EPA's Industrial Regional Screening Levels (RSLs), dated June 2017. As noted in the covenant, based on these comparisons, PCP, benzo(a)pyrene (BaP) and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (PCDD/PCDF) were identified as constituents of concern (COCs) for soils on the Property.

> "Modified industrial RSLs were calculated for the three COCs to evaluate the need for soil corrective action on the Property. Based on the comparison of soil concentrations to modified industrial RSLs, BaP does not pose an unacceptable risk and no further corrective action for soils is required related to this constituent. However, PCP and/or PCDD/PCDF concentrations remaining in soils at two distinct areas must be managed to address exposure due to direct contact with soil or indirect contact via air transport of soil particulates." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

A soil management plan has been developed as a part of the environmental covenant to address soil disturbance activities anticipated during development of the property. The soils on the property within the Study Area are generally acceptable for non-residential use only. However, the soils within the footprint of the southernmost Stormwater Terrace and the Framing Building Area must be managed separately from the remainder of soils in the property.

> "The soils at the Property are approved for non-residential use, only. Soils at locations throughout the Property, excluding the southernmost Stormwater Terrace and Framing Building Area, can be disturbed so long as the soils are kept within the boundaries of the Property and appropriate measures are taken to limit soil-runoff and particulate emissions. If grading or other disturbance activities call for removal of soil from those portions of the Property, waste characterization must be completed prior to offsite disposal at an appropriate disposal facility. Soils from the Property may not be re-used for any purpose at any location beyond the boundaries of the Property. ("Soil Management Plan – Northern Parcel," March 2018, p. 5)

> "If disturbance of soils within either the southernmost Stormwater Terrace or the Framing Building Area are planned, a Workplan must be developed to describe the scope and overall footprint of the proposed activities. Soils within these two areas cannot be reused in another location on the Property or offsite. A copy of the Workplan must be submitted to MDNR for review." ("Soil Management Plan – Northern Parcel," March 2018, p. 6)

International Paper is currently performing long-term monitoring, maintenance activities and conducting corrective action remediation activities on the southern portion of the site of about 43 acres. A Final Hazardous Waste Management Facility Part I Permit was issued by the Missouri Department of Natural Resources in October, 2023, and a Final Part II Permit was issued by the U.S. Environmental Protection Agency in October, 2023. Both permits are scheduled to expire in 2033.

As part of the post-closure care, International Paper is required to operate a groundwater remediation system until August 2045, or until they can show that the contaminant levels have been below the maximum concentration limits specified in their hazardous waste permit for three consecutive years. The system has been in operation since 1993. Potential off-site surface water and groundwater contamination is a concern. International Paper is conducting a RCRA Facility Investigation to define the horizontal and vertical extent of any contamination. If any corrective action activities are necessary, they will be based on the investigation results.

Real Estate Taxes
A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the resulting assessed value of the Assessor's opinion of Market Value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2023 in the Study Area was $5.6344 per $100 of assessed valuation. In 2023 (the most recent year in which real estate taxes were collected), the assessed value of the Study Area was $20,765,004, generating a total of $1,170,035.04 in billable real estate taxes. Assessed values within the Study Area increased by 9.97% between 2019 and 2023 after increasing by as much as 4.44% in 2021 and declining by 0.10% in 2022. All real property tax payments are current as of the date of this study.

The total assessed value of the Study Area increased by 3.43% in 2024, although the values have not been certified and could change. As of the date of this study, assessed values increased in the Study Area between 2019 and 2024 by 13.74%.

One property in the Study Area is owned by the city of Joplin and is tax exempt.

Existing Improvements
The Study Area encompasses approximately 260.9 acres (excluding right of way) and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The Study Area consists of 115.75 acres (excluding right of way) on nine property/tax parcels that are vacant, unimproved (or formerly improved) commercial/industrial property.

The largest parcel in the Study Area, at 93.48 acres, was formerly utilized as a paper mill, most recently by International Paper Company, who then closed the facility in 2006, and has been undergoing environmental remediation and monitoring since the closure.

The remainder of the Study Area is developed with commercial/industrial uses in thirty-one (31) primary buildings on twenty-eight property/tax parcels, mostly one story but as high as three

stories, and include a former Red Hot and Blue restaurant (2601 S. Range Line Road) that has been closed since October 2022. The other properties are occupied by operating businesses that include a mix of manufacturing, office, retail, healthcare, and restaurants. One building, a quick-service restaurant, was completed in 2024, and another building, a dispensary, is currently under construction.

According to the Jasper County Assessor, there is about 1,483,993 square feet of existing commercial/industrial space developed within the Study Area, of which 824,757 square feet of space (55.6% of the total amount of space) is in good condition. According to the Jasper County Assessor, of the 803,947 square feet of space constructed prior to 2011, 372,955 square feet is in good condition, or 46.4% of the space. Of the 680,046 square feet of space constructed in 2011 or later, 451,761 square feet is in good condition, or 66.4% of the space.

Much of the Study Area was impacted by the 2011 tornado, but has not experienced the same level of investment since then as the S. Range Line Road corridor. Of the thirty-two buildings that are in operation, twenty have been constructed since 2011. The average age of the improvements in the Study Area is approximately 20 years, with an average year built of 2004. The buildings range in condition from poor to excellent, with most in good condition. The exterior site improvements are generally in poor to fair condition.

Billboards

Two double-sided billboards exist within the Study Area at 1502 S. Range Line Road and at 2014 S. Range Line Road.

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with a latitude of 37.065544 and longitude of -94.472882, which is in the middle of the International Paper property.

	Population			
Lat. 37.065544, Long. -94.472882	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2024**	**2029**
One Mile	4,439	4,717	4,642	4,638
percent change (1 mi)		+6.3%	-1.6%	-0.1%
change from '10 (1 mi)		+6.3%	+4.6%	+4.5%
Three Mile	37,462	38,345	38,983	39,772
percent change (3 mi)		+2.4%	+1.7%	+2.0%
change from '10 (3 mi)		+2.4%	+4.1%	+6.2%
Five Mile	63,551	66,030	67,206	68,508
percent change (5 mi)		+3.9%	+1.8%	+1.9%
change from '10 (5 mi)		+3.9%	+5.8%	+7.8%
Joplin	50,808	51,762	52,512	53,512
percent change		+1.9%	+1.4%	+1.9%
change from '10		+1.9%	+3.4%	+5.3%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a rate of growth within one mile of the Study Area (+6.3%) that is more than triple that of the city and at least one-and-a-half times the rate of growth within three and five miles of the Study between 2010 and 2020 (2.4%-3.9%). Despite the period of growth nearest the Study Area between 2010 and 2020, population growth is forecasted to have declined in 2024 and continue to do so through 2029, albeit slightly. Growth within three and five miles of the Study Area, and growth within the city of Joplin, is forecast to have increased at similar rates of 1.4%-1.8% between 2020 and 2024, and 1.9%-2.0% between 2024 and 2029. The greatest rate of growth between 2010 and 2029 is projected to occur within three and five miles of the Study Area (+3.7%-3.8%), while the area nearest the Study Area is projected to lose population (-1.7%). The city grew at 3.4% over the same time.

	Median Household Income	
Lat. 37.065544, Long. -94.472882 Radius	**Forecast**	
	2024	**2029**
One Mile	51,024	54,597
chg. from '23 (1 mile)		+7.0%
Three Mile	50,235	54,744
chg. from '23 (3 mile)		+9.0%
Five Mile	52,961	58,237
chg. from '23 (5 mile)		+10.0%
Joplin	51,025	55,628
chg. from '23		+9.0%

Source: ESRI; Sterrett Urban, LLC

The median household income forecasted by ESRI for 2024 and 2029 within five miles of the Study Area is greater than the median household income ESRI forecasts for the city of Joplin. The median household income within one mile and three miles of the Study Area in 2024 and 2029 is forecasted by ESRI to be lower than the median household income for the city. The rate of income growth nearest the Study Area is also forecast to be lower than that of the city between 2024 and 2029 (7.0% compared to 9.0% for the city).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Joplin, Missouri
July 2024 *(not seasonally adjusted)*

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
25,592	24,397	1,195	4.7%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan statistical area in July 2024 was 4.7%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered "full employment."

Section III

Determination of Study Area Conditions

Significant findings of the Joplin Sports Facility Community Improvement District Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in August and September 2024. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by the CID Act in RSMo. 99.805(1) of the Missouri State Statute, as amended, exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definitions include: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the CID Act:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Several court cases provide additional direction in the consideration of blight:

- It is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974).
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza

Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- In order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent and/or impactful include the presence of environmental liabilities on the International Paper Company property (as previously detailed), and as noted previously the presence of floodways, 100-year floodplains and stormwater mitigation areas impact nine of the thirty-nine properties. Also unsafe is trash/debris, the deterioration of pavement throughout the surface parking lots and drive aisles which creates tripping hazards, faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles, and overgrown vegetation, particularly on those properties along S. Geneva Avenue and along S. Davis Boulevard.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent signage, substandard curb ramps, and nonexistent warning pads on sidewalks at intersections and crosswalks.

Examples of this condition are shown below. Additional photographs of deteriorated pavement are included in *Cause Component 2: Deterioration of Site Improvements.*

It should be noted that odors emitted by certain industrial properties in the vicinity has brought about citations from the Missouri Department of Natural Resources for violating air pollution regulations. Jasper Products, whose plant is in the Study Area, has had such problems in the past. Currently no complaints have been filed recently with the Missouri Department of Natural Resources.

The Study Area exhibited insanitary or unsafe conditions and is a major contributor to blight. Twenty-six of the thirty-nine properties in the Study Area exhibited insanitary or unsafe conditions, or almost 77% of the Study Area.

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International Paper Co. – looking west – overgrown vegetation; uneven pavement; contaminated property



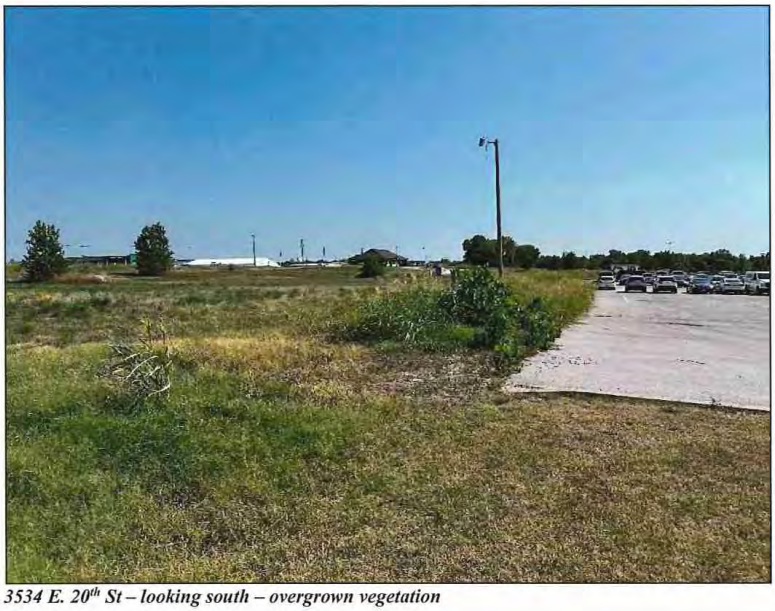
Planet Fitness pad site – looking northwest – overgrown vegetation; deterioration of drive aisle



Planet Fitness pad site – looking west – lack of pedestrian circulation; overgrown vegetation



2600 S. Range Line Rd – looking northwest – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation; lack of pedestrian circulation



3534 E. 20th St – looking east – lack of pedestrian circulation; trash/debris



3435 E. 20th St – looking northwest – trash/debris



2120 S. Davis Blvd – looking southwest – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking east – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



1717 S. Range Line Rd – looking south – trash/debris blocking gutter/drainage



International Paper Co. – looking northwest – contaminated property; abandoned rail spur



International Paper Co. – looking northwest – contaminated property



E. 25th St – looking north – stormwater mitigation area, floodway



2601 S. Range Line Rd – looking west – deterioration of parking lot, uneven pavement; noncompliant ADA parking spaces



2330 S. Range Line Rd – looking west – noncompliant ADA parking space, curb ramp/sidewalk



2330 S. Range Line Rd – looking south – uneven pavement; vehicles traveling wrong way in one-way drive-through lane



1717 S. Range Line Rd – looking north – parked cars narrow private roadway



1315 S. Range Line Rd – looking east – deterioration of parking lot; uneven pavement



3012 E. 12th St – looking southwest – deteriorated surface parking lot – uneven pavement



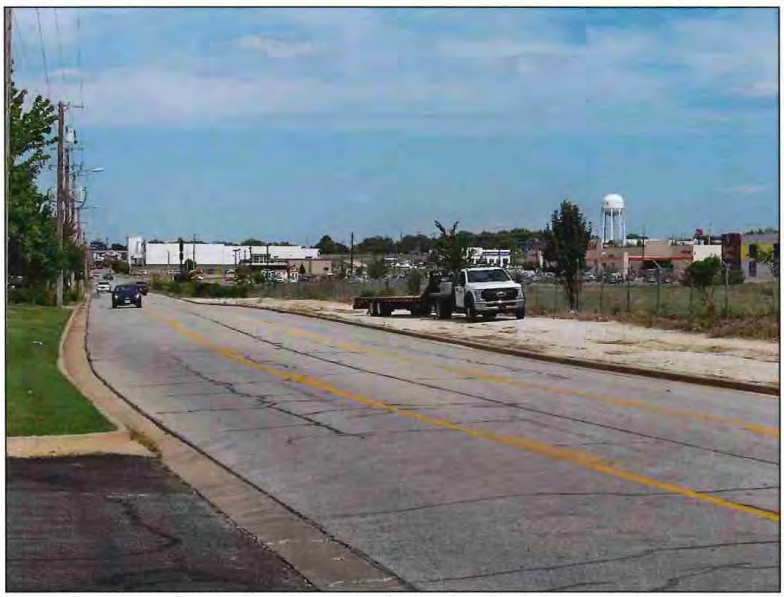
3012 E. 12th St – looking west – parking in front yard



2601 S. Range Line Rd – looking north – debris on sidewalk



1717 S. Range Line Rd – looking east – uneven sidewalk, exposed rebar



International Paper Co. – looking east – lack of pedestrian circulation; neglected property



2021 S. Range Line Rd – looking north – illegible pavement markings



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant signage



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant warning pads



1717 S. Range Line Rd – looking west – lack of pedestrian circulation



3205 E. 20th St – looking east – lack of pedestrian circulation



1502 S. Range Line Rd – looking south – lack of pedestrian circulation



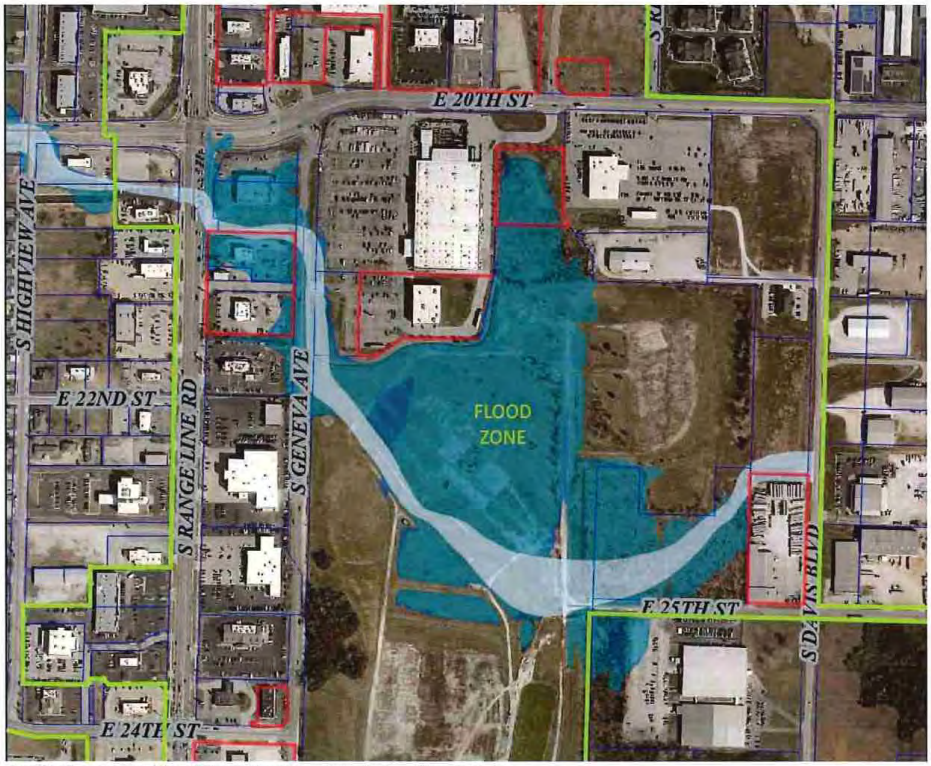
2430 S. Range Line Rd – looking south – lack of pedestrian circulation



1717 S. Range Line Rd – looking southeast – debris; transient access to property



3110 E. 20th St – looking west – lack of pedestrian circulation



Joplin Sports Facility CID Redevelopment Area – flood zone

The CID boundary is in yellow.
Properties excluded from the CID are outlined in red.

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Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

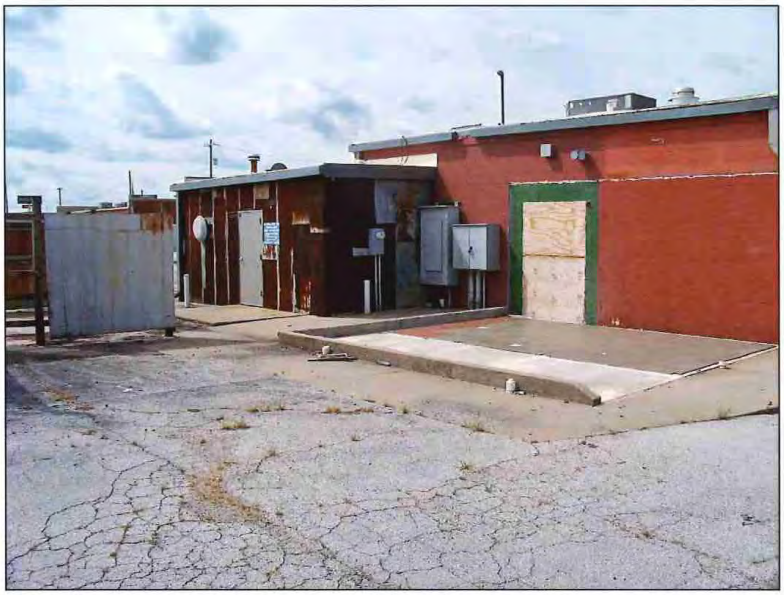
The most common example of structural deterioration found in the Study Area included the failure of finishes. The following photos are examples of structural deterioration in the Study Area.



3110 E. 20th St – looking west – failure of finishes



2601 S. Range Line Rd – looking northeast – failure of finishes; deterioration of pavement



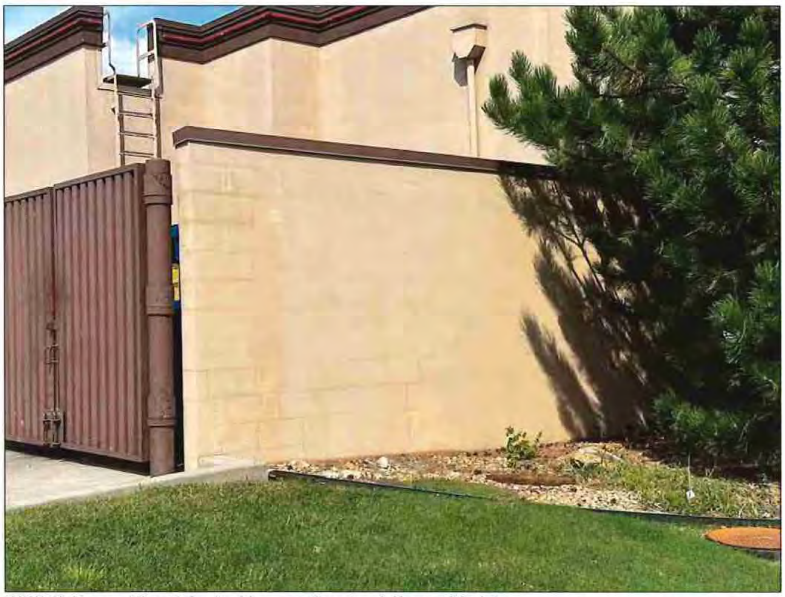
2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



2120 S. Davis Blvd – looking east – deterioration of gutter, drive aisle and parking area; failure of finishes



1315 S. Range Line Rd – looking north – failure of finishes



1930 S. Range Line Rd – looking northeast – failure of finishes



2600 S. Range Line Rd – looking west – deterioration of masonry

In addition to structural deterioration, a variety of blight conditions was observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, equipment, fences, and unenclosed trash dumpsters.

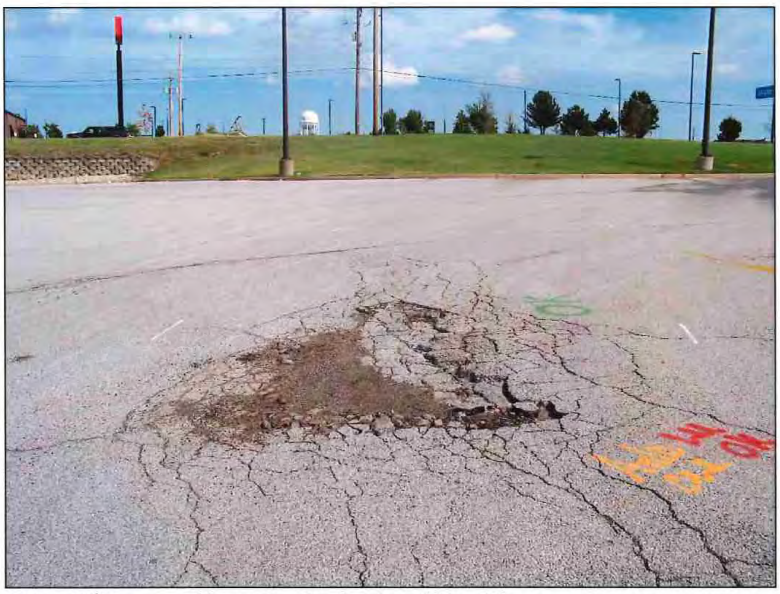
Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



International Paper Co. – looking northwest – deterioration of ancillary building



International Paper Co. – looking north – deterioration of street



3110 E. 20th Street – looking north – deterioration of drive aisle



Planet Fitness pad site – looking north – deterioration of drive aisle and surface parking lot



2601 S. Range Line Rd – looking west – deterioration of surface parking lot



2601 S. Range Line Rd – looking east – deterioration of drive aisle



2601 S. Range Line Rd – looking east – deterioration of surface parking lot (gravel)



2415 S. Range Line Rd – looking north – deterioration of surface parking lot







2021 S. Range Line Rd – looking south – deterioration of surface parking lot; lack of landscaping



2127 S. Range Line Rd – looking south – lack of landscaping; deterioration of wall



International Paper Co. – looking south – deterioration of fence; overgrown vegetation



2407 S. Range Line Rd – looking west – deterioration of fence



2600 S. Range Line Rd – looking south – deterioration of fence



International Paper Co. – looking south along Geneva Ave – deterioration of fence; lack of landscaping



Planet Fitness pad site – looking southwest – deterioration of infrastructure



S. Geneva Ave – looking south – deterioration of infrastructure

The Study Area exhibits deterioration of site improvements. The most common conditions included the deterioration of surface parking and drive aisle pavement, equipment, and failure of finishes.

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety and crime information pertaining to the parcels in the Study Area indicated no reported incidents within the Study Area in the past twelve months.

As noted previously environmental liabilities exist within the Study Area on that property/tax parcel currently owned by International Paper that endanger life and/or property.

The International Paper property and seven other properties are impacted by a floodway that, at times of certain weather events, endanger life and/or property.

The existence of conditions which endanger life or property by fire and other causes were identified within the Study Area and are a major contributor to blight in the Study Area.

Summary of Blighting Factors

The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, the parcels within the Study Area satisfy each of the three blighting cause factors, with more than 50% of the Study Area satisfying the factors of Insanitary or Unsafe Conditions and Deterioration of Site Improvements. Parcels that exhibit a predominance of blighting factors cover 58.9% of the Study Area.

Joplin Sports Facility
Community Improvement District
Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	39	100%	260.91	100%
Blighting Factors				
Insanitary or unsafe conditions	26	66.7%	199.84	76.6%
Deterioration of site improvements	30	76.9%	236.45	90.6%
Existence of conditions which endanger life or property by fire and other causes	9	23.1%	120.42	46.2%
Parcels with Predominance of Blighting Factors	**14**	**35.9%**	**153.57**	**58.9%**

Effect Component 1: Retards the Provision of Housing Accommodations
As noted previously, the environmental liabilities that exist at the International Paper Company property has resulted in the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency prohibiting residential use as a future land use.

Other vacant property/tax parcels have not been developed since the tornado impacted the Study Area in 2011, although millions of dollars of investment have occurred in multifamily and commercial development in the vicinity of the Study Area. Underlying factors have impacted the ease with which the vacant properties in the Study Area could be developed, due largely to flooding issues and environmental liabilities.

The blighting conditions within the Study Area have retarded the provision of housing accommodations.

Effect Component 2: Constitutes an Economic or Social Liability
The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has increased by 9.97% between 2019 and 2023, and by 2.00% in 2023. In comparison, assessed valuation of commercial real estate in Jasper County increased by 20.0% between 2019 and 2023 and increased 5.3% in 2023. Growth is occurring in Jasper County and in Joplin, and has taken place within the Study Area since 2011, but much of the Study Area remains vacant and in need of reinvestment.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacant land in the Study Area is excessive. While one parcel is utilized as stormwater mitigation, other vacant land that could be developed is excessive and has a negative impact on the remainder of the Study Area. That vacant land includes the International Paper Company, whose soil management plan adds considerable cost to development, particularly since a fair share of the property is in a floodway. The lack of development on these parcels, when growth is taking place within the adjacent S. Range Line Road corridor, is an indication that blight exists.

- The older improved properties located in the Study Area, due to physical condition, utilization, and age, as evaluated by the Jasper County Assessor, when compared to comparable properties indicate assessed values of the improvements are generating reduced tax revenue to the various taxing jurisdictions and are an indicator of blight. The restaurant on S. Range Line Road has been vacant for about two years and is generating much less in tax revenue than when it was operating. One other parcel, used to mitigate stormwater drainage, is owned by the city and does not generate any tax revenues for the taxing jurisdictions.

The presence of unsafe conditions, particularly those that endanger life, is a social liability. That includes the contaminated International Paper Company property, the properties impacted by the flood zone, as well as those parcels that violate the city's property nuisance code, which are evident primarily along S. Geneva Avenue and S. Davis Boulevard.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area and the existence of environmental liabilities and a floodway. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements and little action with respect to the contaminated vacant land, resulting in the potential for underperformance with respect to sales tax income and property assessments. For the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and the lack of development – in a high-traffic location on S. Range Line Road – indicates the Study Area is blighted.

Effect Component 3: Constitutes a Menace to the Public Health, Safety, Morals or Welfare
The environmental liabilities and the flood zone are a menace to public health and safety, as are those properties that violate Joplin's nuisance code.

Together, those properties make up most of the Study Area, and as a result the Study Area is a menace to the public health and safety of the community.

Conclusion
A predominance of the components that make up the definition of blight per the CID Act (RSMo. 99.805(1)) was present in the proposed Joplin Sports Facility Community Improvement District.

The dominant blighting factor is the unsafe conditions caused by environmental liabilities and the impacts of the flood zone, in addition to physical deterioration of site improvements throughout the Study Area. The low assessed values caused by the presence of environmental contamination and the low assessed values of those properties in the remainder of the Study Area due to the deterioration of improvements, and the underutilization of those properties, indicate blight is present within the proposed Joplin Sports Facility Community Improvement District. The deterioration of site improvements and the presence of unsafe/insanitary conditions violates the city's nuisance code, creating a social liability within the community.

The above combine to create economic underutilization and an inability to pay reasonable property taxes, hinder housing accommodations, and endanger life, thereby creating an economic and social liability for the City and other taxing jurisdictions, and constitutes a menace to the public health and safety of the community.

Therefore, the Consultant has determined that the proposed Joplin Sports Facility Community Improvement District, as of September 11, 2024, is a "blighted area" according to the definition provided in the CID Act, and hinders housing accommodation, constitutes an economic liability, social liability, and is a menace to public health and safety of the community in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	BLACKHOOKS INVESTMENTS	CAMPBELL'S 1ST LOT 93 EX HWY & ALL LOTS 94 & 95
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 170.5' W & 50' N SE COR SE N 89 DEG W 73.15' S 88 DEG W 116.47' N 02 DEG E 349.14' S 87 DEG E 296.25' S 01 DEG W 106.85' S 10 DEG W 136.48' S 44 DEG W 130.72' TO POB
3	2918 E 20TH ST	19-6.0-13-010-001-002.000	2918 E 20TH STREET	GOOD DAY FARM-JOPLIN LOT 1 BEING A REPLAT PRT LOT 1 KINDREDS SUB
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	FUGATE J LARRY TR	KINDREDS SUB S 175' LOT 1 EX HWY
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	SOUTHWEST MISSOURI DEV ENTERPRISES	JOP MISC COM NE COR SE NE S 402.46' & S 88 DEG W 59.76' TH S 150.08' S 88 DEG W 317.69' N 150.08' E TO POB
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	SOUTHWEST MISSOURI DEV ENTERPRISES	RANGE LINE SUB REPLAT 1 LOT 1 & N 65' LOT 4
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000	LIBERTY BANK	RANGE LINE SUB REPLAT 1 LOT 2
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	2340 REAL PROPERTY	RANGE LINE SUB REPLAT 1 LOT 4 EX N 65' THEREOF
9	JOP	19-6.0-13-010-014-002.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 30' E & 66.67' N SW COR SE NE E 350.49' N 271.86' E 141.3' TO S R/W 24TH ST S 56 DEG E 30.33' CURV TO LFT CH DIST 205.48' W/BEARING OF S 73 DEG E E ALG S R/W LN
10	2600 RANGELINE	19-6.0-13-040-001-001.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 739.5' N & 70' W SE COR NE SE N 02 DEG E 105.17' N 464.62' W TO C/L TEXAS AVE S 571.35' E 1153.83' N 1.5' E 20' S 1.5' E 69.7' TO POB EX TEXAS AVE
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	HERRMAN REALTY CO	HATTENS 2ND LOTS 31 TO 35 INC & E 25' LOTS 36 TO 39 INC & LOTS 43 TO 47 INC & VAC ALLEYS & ST ADJ
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	MARKET PARKING INC	JOP MISC BEG 260' S & 215' E NW COR SW S 150' W 150' S 105' E 200' S 175' E 40' N 20.91' E 614.18' S 79 DEG E 54.76' E 99.9 1' N 100' W 103.95' N 31
13	3105 E 17TH ST	20-3.0-07-030-004-025.000	R & A HOLDINGS	JOP MISC BEG 327.25' E & 833.21' N SW SEC COR N 280.75' E 326 .98' S 281.79' W 327.65' TO POB EX ST R/W
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	WARREN DAVIS PROPERTIES % WILLIAM P HARRINGTON	JOP MISC BEG 469.15' N & 60.51' E SW COR SEC N 260.04' N 47 DEG E 71.78' S 87 DEG E 515.45' E 372.57' S 310.74' W 246.73' S 436.69' W 30' N 293.17' W 484.86' S 278.18' S 64 D
15	S RANGE LINE RD	20-3.0-07-030-004-030.005	SOONER TWO	JOP MISC BEG 75.26' E SW SEC COR N 28.50' NWLY 7.37' N 132.95' E 200' S 143.18' W 12' S 30' W 195' TO POB & PT LYING N OF NEW 20TH ST & EX ROAD R/WS
16	3205 E 20TH	20-3.0-07-030-004-031.000	ALDI INC % RYAN TAX COMPLIANCE SERVICES	JOP MISC BEG 45'N & 506.64' E SW SEC COR N 223.18' E 199' 238.23' W 155' N 72 DEG W 50' TO POB
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	WAL MART REAL ESTATE BUSINESS TR	JOP MISC BEG 1784.68' E & 30' N SW SEC COR W 432.01' N 436.67' W 348' N 366.57' W 126.87' N 280.75' E 310.2' N 648.58' E 590.5' S 201.7' W 5' S 727.9' W 10' S TO POB EX ST
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	FLETCHER REALTY	JOP MISC BEG 186.75' W NE COR NW TH S 680' W 448.41' N 680' E TO BEG EX N 30' & EX E 30'
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	KAP PROPERTY INVESTMENTS	JOP MISC BEG 635.16' W & 30' S NE COR NW S 570' W 443.29' NWLY 205.6' N 425' E TO POB EX COM NE CPR NW 1/4 S 89 DEG W 635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002	CONTINENCE RESTORATION CENTER	JOP MISC BEG 2858.38' W & 680' S NE COR S 770' W 225.3' N 750' W 181.41' N 20' +/- E 414.19' TO POB EX COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	FLETCHER REALTY	635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01' N 455.23' TO N LN NW 1/4 N 89 DEG
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	HUKILL DUANE D & HOLLY L TR	JOP MISC COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W 227.79' N 540.76' S 88 DEG E 231.37 TO POB
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	INTERNATIONAL PAPER COMPANY	500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	HD DEVELOPMENT OF MARYLAND INC	HOME DEPOT LOT 1 EX ST
25	S GENEVA AVE	20-4.0-18-000-000-014.004	RANGELINE INVESTORS	HOME DEPOT LOT 2 EX COM SE COR LOT 2 E 179.43' TO POB N 135.39' W 4.29' N 31.24' E 8.89' N 31.91' W 4.10' N 65.30' E 2.18' N 64.44' E 217.48'
26	E 25TH ST	20-4.0-18-000-000-014.006	JOPLIN CITY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 352' S & 70.85' E OF NW COR SEC N 5.59' N 23 DEG E 113.64' E 105.04' N 12.65' E 36.73' N 74 DEG E 127.53 S 67 DEG E 21.58' S 149.09' W 329.15' TO POB EX RD
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	RALCO ENTERPRISES INC	JOP MISC BEG 65' E & 352' S NW COR SEC TH E 335' S 200' W 335' N 200' TO BEG EX HWY R/W
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003	SOONER TWO	JOP MISC ALL THAT PART OF N 100' W 275' NW NW LYING E OF RANGELINE & LYING N OF NEW 20TH ST EX RD R/W

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	CFA-NC TOWNRIDGE SQUARE	JOP MISC BEG 953' S OF N SEC LINE & 400' E OF W SEC LINE W 360' S 242' E 360' N TO BEG EX HWY
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000	FLETCHER REALTY	JOP MISC BEG 1195' S & 40' E NW COR SEC E 360' S 518' W 360' N TO BEG EX HWY
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000	FLETCHER REALTY	JOP MISC BEG 1896' S & 40' E NW COR SEC S 348.34' E 99.40' N 10' E 302.47' N 155' NW 114.87' N 86.99' W 339.39' TO POB
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001	4 STATE CORRAL	JOP MISC BEG 2061.08' S & 60' E NW COR SEC E 75.1' N 10' E 287.8' S 260.13' W 362.9' N 250.25' TO BEG
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	PINNACLE BANK	JOP MISC BEG 2311.25' S & 60' E NW COR E 420' S 23.16' W 118.28' S 144' N 72 DEG W 18.72' S 18' TO N R/W 24TH ST W ALG SD N R/W TO E R/W RANGELINE RD N ALG SD E R/W TO POB
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	ACME LAND COMPANY	JOP MISC BEG 2716.25' S & 60' E NW COR NW E 392.2' S 201.10 W 116.72' N 63' W 277.25' N TO POB EX HWY
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	ACME LAND COMPANY	JOP MISC BEG 50' E & S 212' FR NW COR SW 1/4 SEC 18 E 280.55' S 62.66' W 280.53' N TO POB
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	BURKAT	JOP MISC BEG 373.3' & 62.35' E W 1/4 COR SEC SD PT BEING ON R/W RANGELINE RD E 210' S 125.70' E 91' S 23.5' E 96.26' S 110.53' W 326.95' N 83 DEG W 63.86' N 03 DEG W 100.15' N
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	SUTHERLAND BUILDING MATERIAL INC	JOP MISC BEG 634' S & 65' E NW COR SW E 630' S 200' E 247.4' S 88.3' TO RR SWLY ALG RR TO HWY ANGLE NWLY TO BEG
39	3877 E 27TH ST	20-4.0-18-000-000-079.004	JASPER PRODUCTS	JOP MISC BEG 3268.44' & 897.55' W OF SE SEC CORR S 1615' W 947.49' N 60.24' N 64 DEG E 73.21' CURV LFT W/454.41' RAD 506.52' E 616.97' N 60' W 654.69' N 1054.65' E TO POB

Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	2019	2020	2021	2022	2023	2024	Taxes 2023	Taxes Delinquent	NOTES
1	19-1.0-12-040-009-001.000	147,970	147,970	148,280	148,280	150,910	158,620	8,467.99	0.00	
2	19-1.0-12-040-019-010.001	422,380	422,380	423,980	423,980	430,950	430,950	24,281.44	0.00	
3	19-6.0-13-010-001-002.000	130,510	130,510	130,760	130,760	134,740	79,310	7,591.79	0.00	
4	19-6.0-13-010-001-018.000	198,500	198,500	210,450	210,450	210,450	210,450	13,441.77	0.00	
5	19-6.0-13-010-013-009.000	378,690	378,690	395,120	395,120	398,820	398,820	22,471.11	0.00	
6	19-6.0-13-010-013-014.000	234,090	234,090	253,550	253,550	254,770	254,770	14,354.75	0.00	
7	19-6.0-13-010-013-015.000	356,060	356,060	371,370	371,370	375,560	375,560	21,160.56	0.00	
8	19-6.0-13-010-013-018.000	814,700	814,700	816,780	816,780	852,330	852,330	48,023.70	0.00	
9	19-6.0-13-010-014-002.000	90,660	90,660	91,460	91,460	89,340	89,340	5,033.75	0.00	
10	19-6.0-13-040-001-001.000	1,374,370	1,374,370	1,379,940	1,379,940	1,433,460	1,433,460	80,766.86	0.00	
11	20-3.0-07-020-026-007.000	230,220	230,220	231,890	231,890	237,740	237,740	13,395.22	0.00	
12	20-3.0-07-030-004-017.000	855,450	855,450	858,550	858,550	855,340	855,340	48,193.26	0.00	
13	20-3.0-07-030-004-025.000	452,830	452,830	457,700	457,700	464,770	464,770	26,186.99	0.00	
14	20-3.0-07-030-004-028.000	1,181,220	1,181,220	1,186,720	1,186,720	1,222,480	1,222,480	68,879.43	0.00	
15	20-3.0-07-030-004-030.005	24,800	24,800	25,150	25,150	24,540	24,540	1,382.69	0.00	
16	20-3.0-07-030-004-031.000	332,180	332,180	334,900	334,900	342,990	342,990	19,325.43	0.00	
17	20-3.0-07-030-004-034.000	2,063,010	2,063,010	2,074,750	2,054,160	2,113,810	2,113,810	119,100.52	0.00	
18	20-4.0-18-000-000-012.000	211,520	211,520	211,520	211,520	211,520	211,520	11,917.87	0.00	
19	20-4.0-18-000-000-013.000	132,930	132,930	136,260	136,260	140,520	140,520	9,159.01	0.00	
20	20-4.0-18-000-000-013.002	181,090	181,090	181,350	181,350	197,400	197,400	11,122.30	0.00	
21	20-4.0-18-000-000-013.003	213,440	842,150	855,680	855,680	896,840	896,840	50,531.55	0.00	
22	20-4.0-18-000-000-013.004	29,060	29,060	29,060	29,060	29,060	29,060	1,637.37	0.00	
23	20-4.0-18-000-000-014.000	157,410	157,410	162,560	162,560	147,400	147,400	8,305.10	0.00	
24	20-4.0-18-000-000-014.003	1,031,220	1,031,220	1,038,480	1,038,480	1,061,170	1,061,170	59,790.55	0.00	
25	20-4.0-18-000-000-014.004	95,750	95,750	96,420	96,420	95,680	95,680	5,390.99	0.00	
26	20-4.0-18-000-000-014.006	48,614	48,614	48,614	48,614	48,614	48,614	0.00	0.00	
27	20-4.0-18-000-000-017.000	154,660	154,660	168,570	168,570	167,990	167,990	9,465.23	0.00	
28	20-4.0-18-000-000-017.001	504,840	504,840	528,550	528,550	540,940	540,940	30,478.71	0.00	
29	20-4.0-18-000-000-017.003	231,660	231,660	228,530	228,530	227,550	227,550	12,821.08	0.00	
30	20-4.0-18-000-000-021.000	438,550	438,550	467,090	467,090	473,020	473,020	26,651.83	0.00	
31	20-4.0-18-000-000-022.000	973,170	973,170	1,381,170	1,381,170	1,405,530	1,405,530	79,193.18	0.00	
32	20-4.0-18-000-000-026.000	842,600	842,600	959,780	959,780	983,090	983,090	55,391.22	0.00	
33	20-4.0-18-000-000-027.001	535,110	535,110	568,440	568,440	573,330	573,330	32,303.70	0.00	
34	20-4.0-18-000-000-028.000	273,040	273,040	283,360	283,360	288,970	288,970	16,281.72	0.00	
35	20-4.0-18-000-000-031.000	262,940	262,940	284,640	284,640	283,550	283,550	15,976.34	0.00	
36	20-4.0-18-000-000-031.001	69,440	69,440	74,300	74,300	74,300	74,300	4,186.35	0.00	
37	20-4.0-18-000-000-034.000	559,050	559,050	547,680	547,680	553,650	553,650	31,194.86	0.00	
38	20-4.0-18-000-000-037.000	544,150	544,150	625,830	625,830	642,090	642,090	36,177.93	0.00	
39	20-4.0-18-000-000-079.004	2,103,890	2,103,890	2,108,400	2,108,400	2,129,790	2,889,410	120,000.89	0.00	
	TOTALS	18,881,774	19,510,484	20,377,634	20,357,044	20,765,004	21,476,904	1,170,035.04	0.00	
	Annual % Change		3.33%	4.44%	-0.10%	2.00%	3.43%			
	Cumulative % Change		3.33%	7.92%	7.81%	9.97%	13.74%			

NOTE
As noted on the Jasper County Assessor's website hosted by Beacon, "The 2024 Appraised and Assessed values have not been certified and are subject to change."

Appendix C

Summary of Properties & Blighting Factors Present

Joplin Sports Facility
Community Improvement District
Blight Study

Appendix C
Summary of Properties and Blighting Factors Present

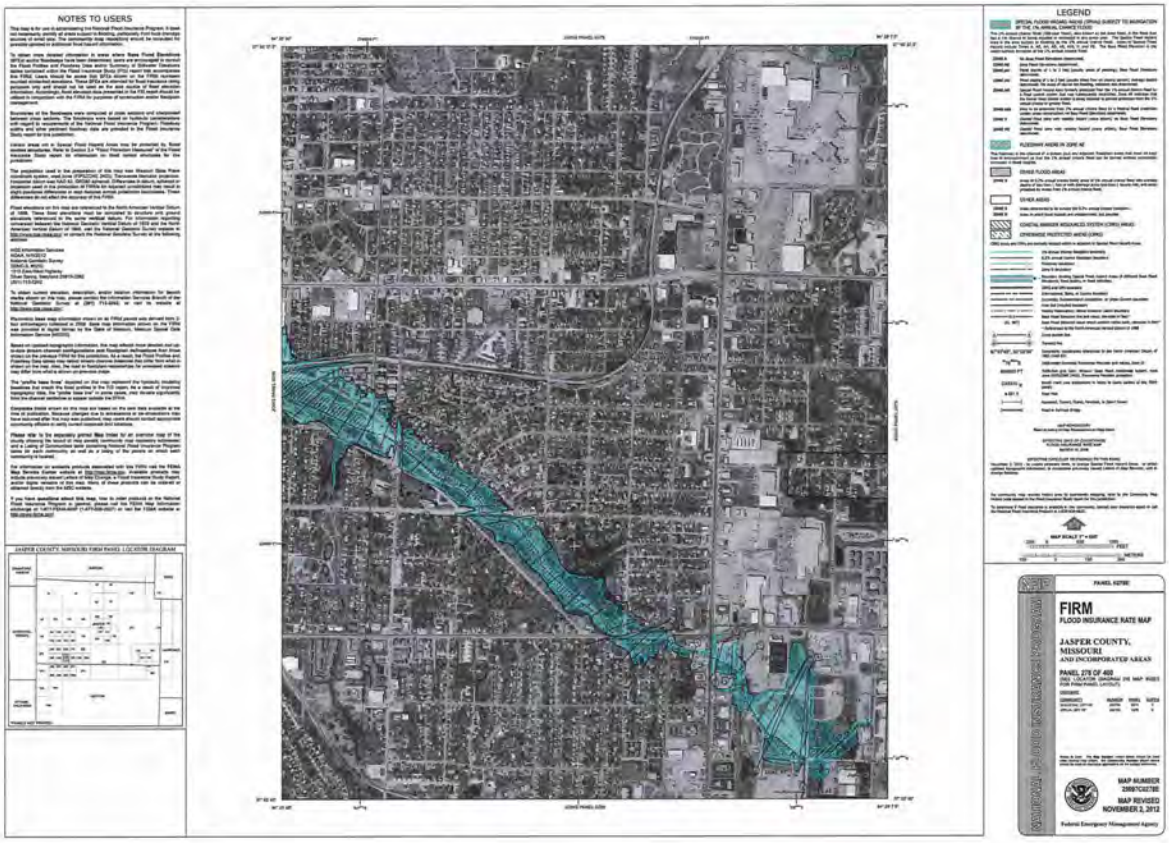
No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	■	■		2	0.49	
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001		■		1	2.16	
3	2918 E 20TH ST	19-6.0-13-010-001-002.000				0	0.77	
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	■		■	2	1.03	
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	■	■		2	1.09	
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	■	■		2	1.25	
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000		■		1	1.05	
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	■			1	1.20	
9	JOP	19-6.0-13-010-014-002.000		■		1	4.25	
10	2600 RANGELINE	19-6.0-13-040-001-001.000		■		1	15.25	■
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	■	■		2	4.63	■
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	■	■		2	7.48	■
13	3105 E 17TH ST	20-3.0-07-030-004-025.000		■		1	2.13	
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	■	■		2	8.54	
15	S RANGE LINE RD	20-3.0-07-030-004-030.005		■		1	0.14	
16	3205 E 20TH	20-3.0-07-030-004-031.000	■	■		2	1.03	
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	■	■		2	24.61	
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	■			1	6.22	■
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	■	■		2	2.80	■
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002		■		1	1.29	
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	■	■		2	6.34	
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	■		■	2	2.79	■
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	■	■	■	3	93.48	■
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	■	■	■	3	11.24	
25	S GENEVA AVE	20-4.0-18-000-000-014.004	■	■	■	3	1.34	■
26	E 25TH ST	20-4.0-18-000-000-014.006	■		■	2	6.21	■
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	■	■	■	3	0.92	■
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	■	■	■	3	1.54	■
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003				0	0.33	
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	■		■	2	1.87	
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000				0	4.04	
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000		■		1	2.71	
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001		■		1	2.07	
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	■	■		2	1.07	
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	■	■		2	1.29	■
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	■	■		2	0.40	■
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	■	■		2	1.76	
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	■	■		2	9.22	■
39	3877 E 27TH ST	20-4.0-18-000-000-079.004		■		1	24.88	
	TOTALS		**26**	**30**	**9**	**65**	**260.91**	**14**
	Acreage of Parcels Exhibiting Condition		**199.84**	**236.45**	**120.42**			**153.57**
	Percentage of Study Area Exhibiting Condition		**76.6%**	**90.6%**	**46.2%**			**58.9%**

Sterrett Urban, LLC

Appendix D

Supplemental Information

FIRM Map No. 29097C0278E, effective 11/02/2012


NOTES TO USERS
LEGEND
FIRM
FLOOD INSURANCE RATE MAP
JASPER COUNTY, MISSOURI
AND INCORPORATED AREAS
PANEL 278 OF 400
MAP NUMBER
29097C0278D
MAP REVISED
NOVEMBER 2, 2012
Federal Emergency Management Agency

Appendix E

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. I made a personal inspection of the property that is the subject of this report on August 26, 2024 and on September 11, 2024.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analyses and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Select Professional Experience

Sterrett Urban LLC 2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study - Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 - 2006
Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:
- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

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EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E-1. CID Five-Year Budget (from the Petition)

E-2. CID Project Budget (to be paid from the Obligations)

F. Legal Description and Map – Property to be Annexed

G. Legal Description and Map – Sports Complex Property

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2025, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and PROSPECT VILLAGE, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on December 18, 2024, the Petition for the Creation of the Joplin Sports Facility Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on January 21, 2025, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on_____, the City Council adopted Ordinance No. _____, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on _____, 2025, the City Council adopted Ordinance No. _____, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement ("TIF Contract"), as may be amended from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, the Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, will issue Obligations and that the proceeds of the Obligations will be used to fund CID Reimbursable Project Costs; and

WHEREAS, the City and the District anticipate that all of the CID Sales Tax Revenue will be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement including any portion of the CID Sales Tax generated in the CID boundaries that is captured as economic activity taxes by the TIF Plan; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, CID Sales Tax Revenue (except funds reserved to pay Operating Costs and CID Reimbursable Project Costs) to pay debt-service on the Obligations in accordance with the Financing Documents as defined herein; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is, in part, to reimburse the Developer for the remediation of environmental issues within the CID boundaries; and

WHEREAS, the Parties agree and acknowledge that without the work referenced above, the construction of the CID Project, specifically the construction of the Sports Complex, is not feasible; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a Party, which a Party controls or which is under common control with a Party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Annexed Property” means the property legally described and shown on the map attached as **Exhibit F** anticipated to be added to the District Area in accordance with the CID Act to facilitate the CID Project.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Operating Account” means the account as further described in **Section 3.3.B.** to be created by the Trustee for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the acquisition of the Sports Complex Property, the construction and maintenance of the Sports Complex, and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

“CID Bond Project Costs” means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely with the proceeds from the Obligations, and which include all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District, the acquisition of the property, and construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, interest costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

"CID Reimbursable Project Costs" means, except for CID Bond Project Costs paid or to be paid with proceeds from the Obligations, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and

implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Account" means the master trust fund established by the District to be known as the "The Joplin Sports Facility Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

"City Council" means the governing body of the City.

"Construction Management Agreement" means the separate Construction Management Agreement between the Developer, the District, and/or the City pursuant to which the Developer shall construct the Sports Complex.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Agreement" means a Financing Agreement between the IDA and the District to be executed by the parties prior to the issuance of Obligations.

“Financing Documents” means a trust indenture, the Financing Agreement, or similar instruments by which the District agrees to transfer or pledge the CID Sales Tax Revenue to pay debt service on Obligations, subject to annual appropriation, issued to fund the CID Project.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

“IDA” means the Industrial Development Authority of the City of Joplin, Missouri.

“Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District’s annual budget.

“Ordinance” means an ordinance enacted by the City Council.

“Purchase and Sale Agreement” means the separate Purchase and Sale Agreement between the Developer, the District, and the City pursuant to which the Developer shall sell and the District or City shall purchase the Sports Complex Property. The District’s sole source of funds to acquire the Sports Complex Property will be proceeds from the issuance of Obligations.

“Sports Complex” means the approximately 135,000 square foot multi-sport facility to be constructed by the Developer pursuant to this Agreement, the Construction Management Agreement, and the TIF Contract.

“Sports Complex Property” means the property described in **Exhibit G**.

“Sports Complex Property Acquisition” means the acquisition of the Sports Complex Property described in **Exhibit G** which includes the property located at 2120 Davis Blvd within the District Area to facilitate the construction of the Sports Complex. At the time that the Developer commences the CID Project, the Developer will be the owner of the Sports Complex Property.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the Prospect Village Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Trustee" means the banking institution named as trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District 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 District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District Area, and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID

Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, 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, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. 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.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District Area and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the City acknowledges that the CID Project conforms to the purposes of the CID Act.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

E. The Developer acknowledges that the funding and construction of the CID Project is of significant value to the property within the District Area and the general public. The Developer acknowledges that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the Developer acknowledges that the CID Project conforms to the purposes of the CID Act.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors within thirty (30) days after the effective date of this Agreement, shall adopt a resolution that imposes the CID Sales Tax within the District's boundaries, subject to qualified voter approval. Subject to the approval of the qualified voters within the District approving the CID Sales Tax, the District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District anticipates that Obligations will be issued to pay CID Bond Project Costs including reimbursement of Developer for CID Reimbursable Project Costs. Whether or not Obligations

are issued, the District may reimburse the Developer for approved CID Reimbursable Project Costs not otherwise reimbursed with Obligation proceeds on a pay as you go basis. Except for CID Bond Project Costs paid solely from Obligation proceeds, the District shall not have any obligation to reimburse Developer for CID Reimbursable Project Costs under this Agreement until the Reimbursement Certificate has been approved (as described in **Section 4.4**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account by the DOR.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents.

C. The City. Upon receipt of an application for a business license for a new business within the District Area, the Finance Director of the City (or designee) shall provide written notice to the District of the same and the notice shall specify the name of the new business, the address of the new business, and the state sales tax identification number of the new business (if then available or later at such time it is available).

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Operating Account.

B. The CID Operating Account will be initially funded in the amount of $30,000 with proceeds from the Obligations issued by the IDA (or other eligible issuer) for the payment of Operating Costs and CID Reimbursable Project Costs. In each fiscal year that the balance in the CID Operating Account is less than $30,000, the District may replenish the CID Operating Account up to $30,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $30,000 in any fiscal year, the District may use available CID Sales Tax Revenue to pay for such extraordinary Operating Costs provided that the City and the Trustee first approve of the payment in writing.

C. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the Developer for Reimbursable Project Costs on a pay as you go basis or by the issuance of Obligations, as provided herein, subject to the terms and conditions of the Financing Documents. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Obligations. In the event Obligations are issued, the District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated within the District, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set

forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. In the event that Obligations are not issued, the CID Project may be funded on a pay as you go basis and the District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

2. Payment of the CID Reimbursable Project Costs and related Financing Costs with (i) CID Sales Tax Revenue generated in CID Revenue Area B, and (ii) if Obligations are not issued, CID Sales Tax Revenue generated in CID Revenue Area A, after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

Section 3.6 Use of Captured CID Sales Tax Revenue

The Developer and City intend that certain Redevelopment Projects proposed under the TIF Plan will be activated after the District's imposition of the CID Sales Tax. Should any CID Sales Tax Revenue be captured under the TIF Plan or applicable Missouri law, the parties agree that the captured CID Sales Tax Revenue shall utilized for reimbursement of reimbursable project costs, as said term is used and defined in the TIF Plan and the TIF Contract to implement the TIF Plan associated with the CID Project and shown on the Petition and **Exhibits E-1 and E-2** or to pay the Obligations.

Section 3.7. Modification of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the effective date of the Ordinance, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, (iii) the Obligations issued by the IDA (or other eligible issuer) have been paid in full, and (iv) all costs included in **Exhibit E-2** attached hereto that are eligible to be paid or reimbursed with CID Sales Tax Revenue have been paid or reimbursed, the District shall implement the procedures in the CID Act to decrease or otherwise modify the CID Sales Tax to the amount necessary to fund eligible services within the District including, but not limited to, the ongoing maintenance of the Sports Complex. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land. The Developer owns or shall acquire the Sports Complex Property. The Developer shall sell the Sports Complex Property to the District or the

City and the District or City shall purchase the Sports Complex Property from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's and the City's sole source of funds to acquire the Sports Complex Property are the proceeds of the Obligations. The issuance of the Obligations is a condition precedent, among others, under the Purchase and Sale Agreement that must occur before the District becomes obligated to acquire the Sports Complex Property.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and pursuant to the terms and conditions of the Construction Management Agreement. The City and District shall work in good-faith with the Developer to develop the plans, specifications, and ultimate design of the Sports Complex. The Developer and City agree that prior to the commencement of the construction of the CID Project or, specifically, the Sports Complex, the Developer and City shall jointly approve the plans, specifications and design of the Sports Complex. The CID Project shall be carried out subject to Applicable Laws and Requirements and this Agreement. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the CID Project by the date(s) set forth in the TIF Contract, the City shall have the right to send a notice to Developer of such default and the requirement to cure the default within thirty (30) days, or if it is not practical to cure such default within thirty (30) days, such time period granted by the non-defaulting party.

C. If the Developer fails to cure such default, then the City may assume responsibility to complete the CID Project in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the issuance of the Obligations by the IDA.

D. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062, RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement.

Section 4.3. Financing the CID Project.

A. It is anticipated that the IDA will issue Obligations, in one more series, to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the Sports Complex Property. Pursuant to the Financing Documents, the Developer and City, if necessary, will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue, any amount captured as economic activity taxes by the TIF Plan, and proceeds of the Obligations and from no other source. The Obligations shall not constitute a debt or liability or general obligation of the District, the City, the State, any authority that may issue the Obligations on the District's behalf, or any agency or political subdivision thereof. To the extent that the CID Bond Project Cost exceeds the amount stated in **Exhibit E-2**, the Developer shall be responsible to pay for any cost overruns.

C. The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its bond counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell Obligations, as appropriate. The City agrees to provide historical sales tax collection information for businesses within the District Area. The Developer and the City will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any retailer.

E. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the Obligations are outstanding, a request for an appropriation of CID Sales Tax Revenues for application to the payment of Obligations in accordance with this Agreement.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval; provided, however, that a Completion Certificate shall not be required for payment of CID Bond Project Costs, which will be paid in the manner set forth in the Financing Documents. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

A. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

B. Each such certificate issued by District and 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 Office of the Recorder of Deeds for Jasper County, Missouri.

Section 4.5. Ownership and Maintenance of CID Project.

Subject to this Agreement and the Purchase and Sale Agreement, the District or City will acquire title to the Sports Complex Property within the District Area and, following completion, the Sports Complex. So long as there is CID Sales Tax Revenue available that is not pledged to the Trustee, all unpledged revenue in the CID Sales Tax Account shall be utilized by the District to pay for the operational and maintenance expenses that may arise from the Sports Complex and as further defined in the standalone agreement between the City and the District regarding the management and operation of the Sports Complex.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council, except for those services reasonably necessary to ensure the adequate maintenance and operation of the Sports Complex as further defined in the standalone agreement between the City and District regarding the management and operation of the Sports Complex.

Section 4.8. Addition of Property of Property to District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District. At the time that the District was created, certain real property, more specifically described in **Exhibit G,** was not included within the boundaries of the District. The Parties understand that to fund the CID Project as currently contemplated, annexing the Annexed Property into the District is necessary. Following the effective date of the resolution adopted by the Board of Directors imposing the CID Sales Tax as approved by the qualified voters within the District, the Developer, and any other property owner necessary, shall submit a petition to the Board of Directors in compliance with Section 67.1441.2, RSMo, to add the Annexed Property to the District. The District and the City will ensure that all procedural requirements set forth in Section 67.1441.2, RSMo, and the CID Act generally, shall be complied with and agree to consider the addition of the Annexed Property in good faith.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or

audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than one hundred eighty (180) days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Joplin Sports Facility Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District Area, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its

CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Bond Project Cost or a CID Reimbursable Project Cost, as applicable, that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not

have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

Joplin Sports Facility Community Improvement District
Attn:

With a copy to:

Williams & Campo, P.C.
Attn: T. Chris Williams
200 Unity Circle North, Suite G
Lee's Summit, MO 64086

Any notice to City shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Prospect Village, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

and

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law; Common Representation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jasper County Circuit Court. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 7.6. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder

may not and shall not be assigned by the Developer without the prior written consent of the City and the District, which consent shall be given if the City and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City and the District, enter into an agreement with the City and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to an Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's or the Developer's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2025.

_____

Notary Public

My Commission Expires:

DEVELOPER:

PROSPECT VILLAGE, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2025 before me, a Notary Public in and for said state, personally appeared _____, of Prospect Village, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

CID:

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Joplin Sports Facility Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of said Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN
Engineering beyond.℠

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

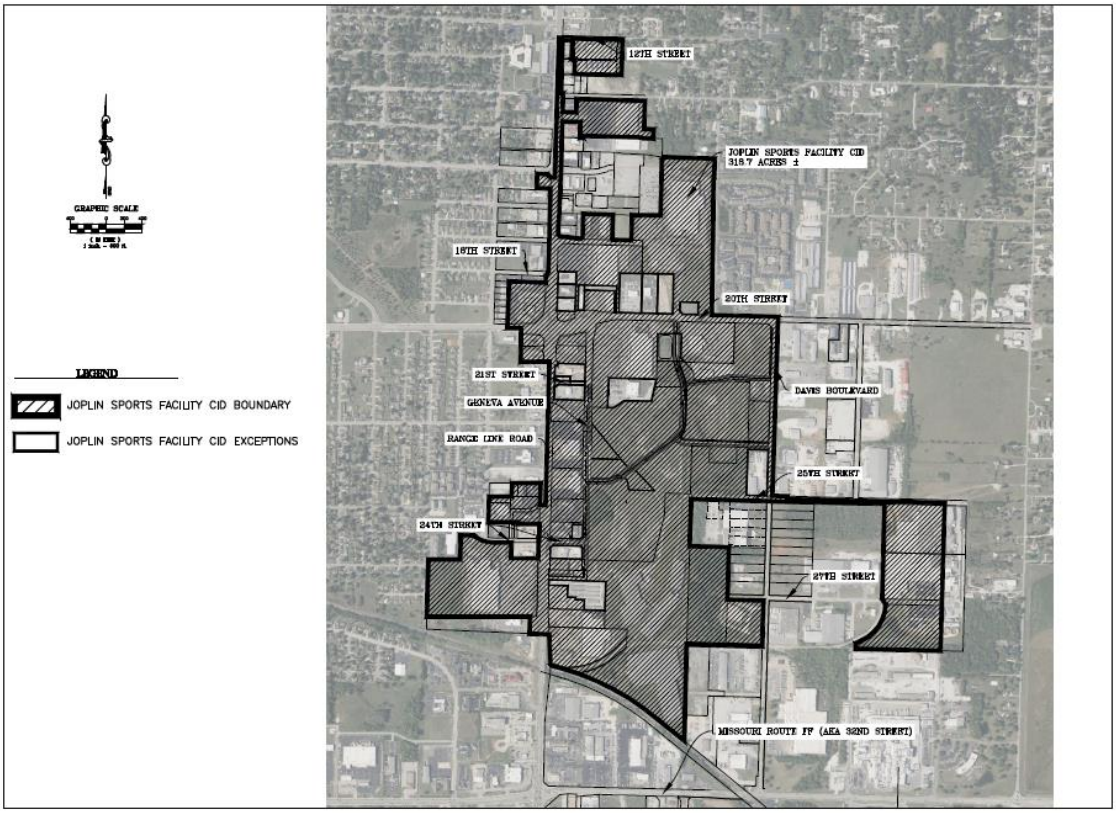

GRAPHIC SCALE
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
12TH STREET
JOPLIN SPORTS FACILITY CID
318.7 ACRES ±
16TH STREET
20TH STREET
21ST STREET
GENEVA AVENUE
DAVIS BOULEVARD
RANGE LINE ROAD
25TH STREET
24TH STREET
27TH STREET
MISSOURI ROUTE FF (AKA 32ND STREET)
OWN
Engineering beyond.
CID EXHIBIT FOR:
WOODSONIA
ACQUISITIONS, LLC.
REVISIONS
DRAWING INFORMATION
DRAWING NUMBER:
JOP-100-7303
SHEET NUMBER
1/1

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Joplin Sports Facility Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2025 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Prospect Village, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Joplin Sports Facility Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2020 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, 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 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.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

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

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Joplin Sports Facility Community Improvement District _____ _____ _____ **SALES TAX RETURN** **Check box if Amended Return Y Or Additional Return Y**	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS** **YYYY YY**

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN <u>MUST</u> BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS……							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Joplin Sports Facility Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E-1

CID FIVE-YEAR BUDGET (from the Petition)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT F

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE ANNEXED

[MAP OF PROPERTY TO BE ANNEXED ON NEXT PAGE]

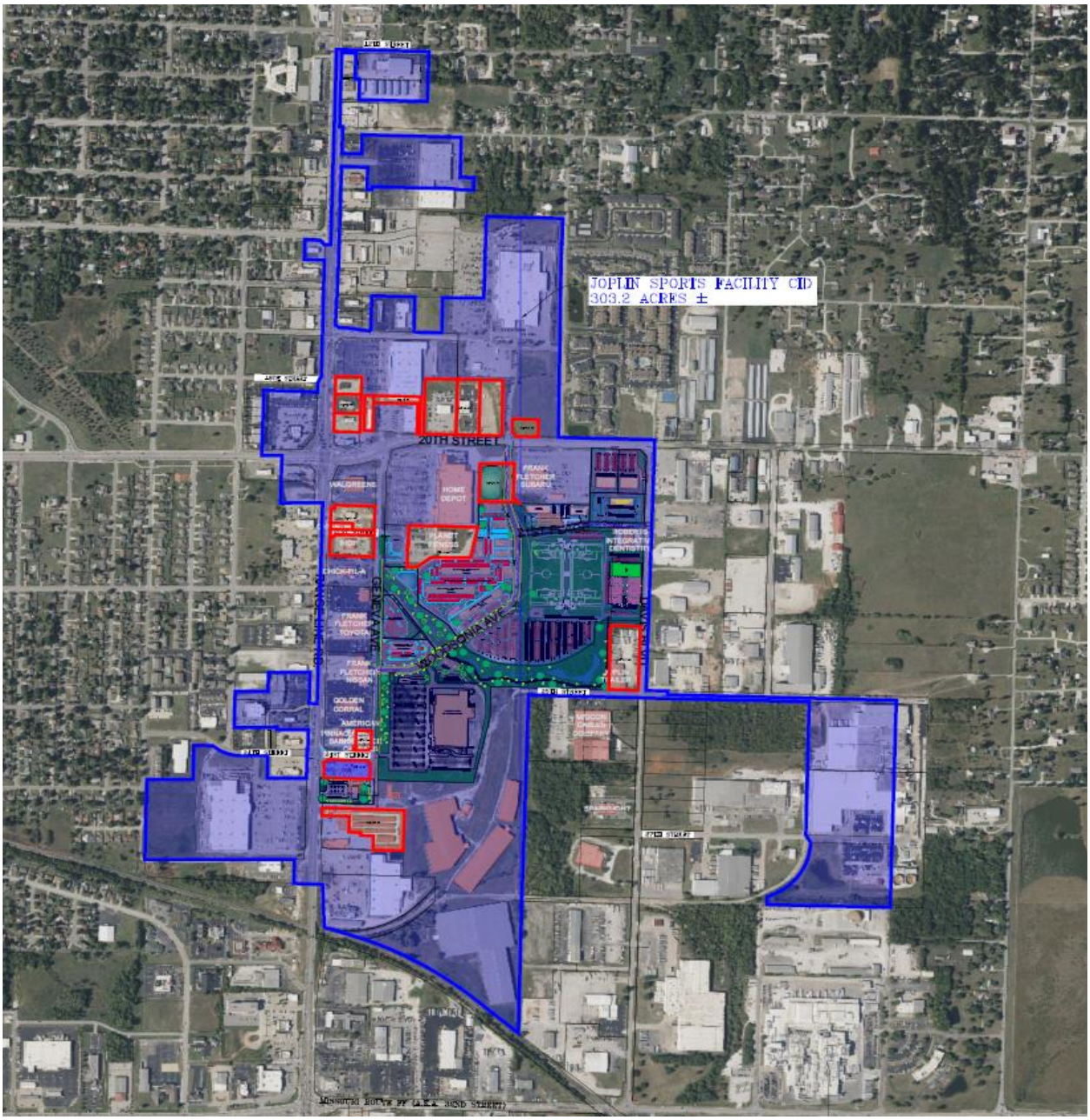
[TO BE PROVIDED]

EXHIBIT G

LEGAL DESCRIPTION AND MAP OF SPORTS COMPLEX PROPERTY

[TO BE PROVIDED]

JOPLIN SPORTS FACILITY CID



JOPLIN CITY COUNCIL
JANUARY 6, 2025
MEETING MINUTES

CALL TO ORDER
The January 6, 2025, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Joplin Police Department Sentinels.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS
McAuley Cross Country Proclamation
Mayor Cortez presented the proclamation.

Finance Committee Presentation
Russ Alcorn, Chairman presented.

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS
Mary Price withdrew her request to speak.

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR RESOLUTION NO. 2025-001
Mayor Cortez opened the Public Hearing

The following spoke in favor of this item:
Jeff Morrow
Susie Shank
Jim Haney
Carl Newbert
Todd Williams
Meryl Shank
Steve Morrow
Caleb Brand

Wendy Mellaman spoke in opposition of this item.
The Public Hearing was closed.

RESOLUTION NO. 2025-001

Mr. DeTar introduced Resolution No. 2025-001- A RESOLUTION granting a Special Use Permit (2nd Request) for the operation of a Concert House, located at 2120 E 24th St, City of Joplin, Jasper County, Missouri.

Motion by Mr. DeTar, second by Mr. Bard that Resolution No. 2025-001 be amended to change the occupancy level from 49 to 90. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, and Lawson. 8. Nays: Shaw, 1.

Motion by Mr. DeTar, second by Mr. Jackson that Amended Resolution No. 2025-001 be approved. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, and Lawson. 8. Nays: Shaw, 1.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-253

Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-253

Mr. Copple introduced Council Bill No. 2025-253- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-2 PD (Central Business – Planned Development) and include in District C-1 (Neighborhood Commercial) property as described below and located at 1222 E 32nd St, Newton County, Missouri. Motion by Mr. Copple, second by Mr. Jackson that Council Bill No. 2024-253 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Break at 8:10 PM
Back from break at 8:16 PM

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-251

Mayor Cortez opened the Public Hearing
Linda Mosely spoke in favor of this item.
No one spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-251

Mr. Lawson introduced Council Bill No. 2025-251- AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and include in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 117 N Moffet Ave, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2024-251 be placed on First Reading and passed. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-252

Mayor Cortez opened the Public Hearing
No one spoke in favor of this item.
Martha Pope spoke in opposition of this item.
The Public Hearing was closed.

COUNCIL BILL NO. 2025-252

Mr. Lawson introduced Council Bill No. 2025-252- AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri. Motion by Mr. Lawson, second by Mr. DeTar to continue this item until the February 3, 2025, City Council Meeting. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 8. Nays: Carlin, 1.

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. Jackson to approve the minutes of December 16, 2024, City Council meeting. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

Motion by Mr. Copple, second by Mr. DeTar to move Council Bill No. 2024-165 to second and third reading. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-603

Mr. Copple introduced Council Bill No. 2025-603- AN ORDINANCE approving the issuance of a Purchase Order to Leo M Ellebracht Company to cover the purchase of a mid-size attack hose package as approved in the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 and containing an emergency clause. Motion by Mr. Copple, second by Ms. Carlin, that Council Bill No. 2025-603 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 9. The Council Bill was declared adopted and entitled **Ordinance No. 2025-001.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-100

Mr. Lawson introduced Council Bill No. 2025-100 - AN ORDINANCE approving the issuance of a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD; and, setting a date when this ordinance shall become effective. Motion by Mr. Lawson, second by Mr. Jackson that Council Bill No. 2025-100 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-100.

COUNCIL BILL NO. 2025-101

Mr. Jackson introduced Council Bill No. 2025-101 - AN ORDINANCE approving the issuance of a Purchase Order to S&H Farm Supply, Inc in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC Tractor & BB25 Bengal Boom Mower Package; and, setting a date when this ordinance shall become effective. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2025-101 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-101.

COUNCIL BILL NO. 2025-600

Mr. DeTar introduced Council Bill No. 2025-600- AN ORDINANCE amending Chapter 114, Traffic, Article III, Operation of Vehicles, by enacting Division 6, Sections 114-351 through 114-357, for the purpose of adopting the "Siddens Bening Hands Free Law;" prohibiting the use of electronic communication devices while driving. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-600 be **stricken** from the record. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9.

COUNCIL BILL NO. 2025-601

Mr. DeTar introduced Council Bill No. 2025-601 - AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Motorola Solutions, Inc. in the amount of One Hundred Fourteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 Dollars ($114,128.00) for the purchase of a remote dispatch console; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2025-601 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-601.

COUNCIL BILL NO. 2025-602

Mr. Jackson introduced Council Bill No. 2025-602 - AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Eight Thousand Four Hundred Twenty Dollars and No Cents ($108,420.00) for the purchase of two (2) replacement Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date. Motion by Mr. Jackson, second by Mr. Copple that Council Bill No. 2025-602 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw, 9. The Bill was read as Council Bill No. 2025-602.

SECOND AND THIRD READING

COUNCIL BILL NO. 2024-403

Mr. Lawson introduced Council Bill No. 2024-403 - AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and the Homeless Coalition that pertains to 2024 CDBG public service grant funds, authorizing the City Manager to execute same on behalf of the City. Motion by Mr. Lawson, second by Ms. Carlin that Council Bill No. 2024-403 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Lawson, and Shaw, 8. Nay: Jackson, 1. **Ordinance No. 2025-002.**

COUNCIL BILL NO. 2024-629

Mr. Copple introduced Council Bill No. 2024-629- AN ORDINANCE authorizing the City of Joplin to enter into a Funding Agreement and MOA with the Regional Commission on Homelessness for the purpose of coordinating implementation of homelessness issues and efforts with the qualified Collaborative Entity/Lead Agency and Joplin Homeless Coalition (The Partners) within the Joplin region; identify, aggregate, and direct significant donations, resources, and in-kind services to address the agreed upon homelessness priorities as edified and in annual work plan adopted by The Partners; and, authorizing the City Manager, or designee, to execute said Agreement by and on behalf of the City of Joplin, Missouri. Motion by Mr. Copple, second by Mr. Lawson that Council Bill No. 2024-629 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Carlin, Copple, Cortez, DeTar, Lawson and Shaw, 6. Nay: Bard, Farnham, Jackson, 3.

Ordinance No. 2025-003.

COUNCIL BILL NO. 2024-165

Mr. DeTar introduced Council Bill No. 2024-165 - AN ORDINANCE approving the issuance of a purchase order to Mechanical Sales Midwest Inc. in the amount of Two Hundred Ninety-Nine Thousand Four Hundred Twenty-Six and 00/100 DOLLARS ($299,426.00) for purchase, and delivery of 4 Multistack Modular Chillers for the City Hall Facility and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2024-165 move to Second Reading, advance to Third Reading and pass. Voting in favor were Council Members: Carlin, Copple, Cortez, DeTar, Farnham, Lawson and Shaw, 7. Nay: Bard, Jackson, 2. **Ordinance No. 2025-004.**

The City Clerk read a statement into the record for Mr. Frank Thompson pertaining to this Council Bill.

UNFINISHED BUSINESS

NEW BUSINESS

The meeting was adjourned at 9:11 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-100 -- Issuance of Purchase Order to Premier Truck Group of Joplin for purchase of a 2026 Freightliner 114SD cab only semi-truck.

MEETING DATE
January 6th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-100, Ordinance, Sales Quotation from Premier Truck Group of Joplin, (Sourcewell Contract #0328224DAI)

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to Premier Truck Group of Joplin (Sourcewell Contract #0328224DAI) in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD cab only semi-truck.

BACKGROUND
Each year city departments identify vehicles and equipment that are in need of replacement due to age and/or condition. During the FY 2024-2025 Budget process, Public Works Infrastructure Maintenance Division identified, and Council approved, the replacement of a 1991 Freightliner cab only semi-truck (Equipment #1127). To obtain the best pricing and ensure timely delivery Department staff used the competitively bid government Sourcewell contract #0328224DAI with Premier Truck Group of Joplin to find and purchase a suitable replacement for the semi-truck. The 2026 Freightliner 114SD meets city specifications and mirrors existing equipment. The purchase price of this truck is below the authorized amount approved by council in the FY 2024-2025 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-100 on 1st reading.

PREMIER TRUCK GROUP OF JOPLIN

JOPLIN , MO

3201 E 32ND STREET

64804

COLTON MERTENS

CMERTENS@PREMIERTRUCK.COM

QUOTE CREATED FOR

CITY OF JOPLIN

JOPLIN , MO

64804

SCOTT BUFFER

SBUFFER@JOPLINMO.ORG

417-624-0820

MEMBER ACCOUNT #33590

DAIMLER CONTRACT #0328224DAI

1. 2026 FREIGHTLINER 114SD
   - INCLUDES DETROIT DD13 ENGINE
   - INCLUDES DETROIT DT12-OV TRANSMISSION
   - 13,300LBS -FRONT AXLE
   - 40,000LBS -DRIVE AXLE
   - PTO PREP - PTO PREP FOR MUNICE TG8

PRE- DISCOUNT PRICE- INCLUDES BASE VICHICLE PLUS OPTION CONTENT FROM FACTORY		- $ 176,635
SOURCEWELL DISCOUNT – 31.12%	OR	$54,969
DISCOUNTED PRICE TO SOURCEWELL MEMBER		$121,666
MODEL YEAR 2026 CHARGE – NON DISCOUNTABLE		$3750 – NO DISCOUNT
TIRE OR OTHER SURCHARGES		$ 0 – NO DISCOUNT
CARB STATE/ENGINE/WARRANTIES		$ 0 – NO DISCOUNT

ANY / ALL ITEMS WHICH ARE NOT SUBJECT TO THE DIAMLER CONTRACT DISCOUNT, ARE ADDED AFTER /BELOW THE CHASSIS PRICE, I.E BODY,DEALER INSTALLED ITEMS , LOT PACK,EXTENDED WARRANTIES.DESTINATION CHARGE ETC.

ADDITIONAL DEALER ADDED / INSTALLED ITEMS	$ 3500
FINAL SELLING PRICE	$ 128,916

COUNCIL BILL NO. 2025-100 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD; and, setting a date when this ordinance shall become effective.

WHEREAS, Premier Truck Group of Joplin holds the Sourcewell Contract #0328224DAI for the 2026 Freightliner 114SD.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement cab only semi-truck.

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

Section 1. That a Purchase Order to Premier Truck Group of Joplin in the amount of One Hundred Twenty-Eight Thousand Nine Hundred Sixteen and 00/100 Dollars ($128,916.00) for the purchase of a 2026 Freightliner 114SD, be and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said purchase order, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for the replacement of a cab only semi-truck.

Section 4. That upon its passage this Council Bill shall have an effective date of January 22nd, 2025

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-101 Issuance of Purchase Order to S&H Farm Supply, Inc., for purchase of a 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package.

MEETING DATE
January 6th, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-101, Ordinance, Sales Quotation from S&H Farm Supply, Inc, (Sourcewell Contract #082923 CNH-2)

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves the issuance of a Purchase Order to S&H Farm Supply, Inc. (Sourcewell Contract #082923 CNH-2) in the amount of Two Hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC & BB25 Bengal Boom Mower Package.

BACKGROUND
Each year city departments identify vehicles and equipment that are in need of replacement due to age and/or condition. During the FY 2024-2025 Budget process, Public Works Infrastructure Maintenance Division identified, and Council approved, the replacement of a 2010 John Deere 6230 tractor (equipment #2224) with 2013 Tiger Mower package (equipment #2334). To obtain the best pricing and ensure timely delivery, Department staff use the competitively bid government Sourcewell contract #082923 CNH-2 with S&H Farm Supply, Inc. to find and purchase a suitable replacement for the tractor/mower package. The 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package meets city specifications and mirrors existing equipment. The purchase price of this mower package is below the authorized amount approved by council in the FY 2024-2025 budget.

FUNDING SOURCE
Transportation Sales Tax.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-101 on 1st reading.

S&H Farm Supply, Inc.
www.shfarmsupply.com

Davido Tucker
Outside Equipment Sales
417.343.7670
davido.tucker@shfarmsupply.com

Joplin Public Works **12/17/2024**

Thank you for taking the time to consider S&H Farm Supply, Inc. as a supplier of equipment for your operation. We appreciate the opportunity to provide the following quote.

New Holland T6.155EC & BB24 Tiger Bengal Boom Mower Package

NH Sourcewell Contract# 082923 CNH-2 Sourcewell Member# 33590

Tractor Specs

4 Cylinder 16 Valve High Pressure Common Rail Engine
125 Engine Horsepower, 105 PTO Horsepower
16x16 Electro Command Transmission
Front Wheel Assist
Cab, With Heat & Air & Bluetooth Radio
3 Sets of Rear Remotes
540 & 1000 PTO
$126,224.00

Cutter Specs

Mid Mount
60" Rotary Swivel Head
Joystick Controls
Pump Grill Guard
Up to 6" Cutting Capacity
Fluid Fill for Tractor Tires
Hydraulic Door
$98,051.00

(Picture For Representation Only)



(Just Under 26' Reach and is capable of rotating forward and mowing by the front tire)

Quote Price Delivered to Your Location With a 2 Year/2000 Hour Warranty on Tractor $224,275.00

Or

$226,715.00 With a 5 Year/1500 Hour Extended Powertrain Warranty on Tractor

Payment Options:
1) Check received at time of delivery. No additional fee
2) Invoiced after delivery. No additional fee if paid by check within 30 days.
3) Credit Card payments. 3% of total amount billed to card over $1,000 will be added onto the total purchase amount.
4) All options are non-tax

Please reach out if you need any additional information.
We appreciate your time and consideration!

Sincerely,
Davido Tucker

Quote expires 1/31/25

COUNCIL BILL NO. 2025-101 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to S&H Farm Supply, Inc in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC Tractor & BB25 Bengal Boom Mower Package; and, setting a date when this ordinance shall become effective.

WHEREAS, S&H Farm Supply, Inc., holds the Sourcewell Contract #082923 CNH-2 for the 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement sidearm tractor with longarm mower attachment.

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

Section 1. That a Purchase Order to S&H Farm Supply, Inc. in the amount of Two hundred Twenty-Four Thousand Two Hundred Seventy-Five and 00/100 Dollars ($224,275.00) for the purchase of a 2025 New Holland T6.155EC and BB25 Bengal Boom Mower Package, be and the same is, hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said purchase order, or purchase order in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That the Fiscal Year 2024-2025 budget reflects an appropriation for the replacement of a sidearm tractor with longarm mower attachment.

Section 4. That upon its passage this Council Bill shall have an effective date of January 22nd, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a vote of _____.

_____
Keenan Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL

I hereby certify that a sufficient amount is available in the Transportation Sales Tax Fund for these appropriations to pay the amounts called for in the referenced agreement.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-251 – Rezoning

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 038-24: 117 N Moffet – Rezoning – A request to rezone from District R-3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) – William and Linda Mosley

BACKGROUND:

This request to rezone to R-3-HP is eligible for local landmark listing with Criteria 3: It's identification with a person or persons who significantly contributed to the development of the community, county, state, or country; through its association with Frank Edward Weeks, & Criteria 5: Its identification as a work of a master builder, architect, or landscape architect whose individual work has influenced the development of the community, county. State or county; through the association with the firm Garstang & Rea.

PLANNING & ZONING COMMISSION TESTIMONY:

Thomas Walters represented the case. He explained that the case was approved by the Historic Preservation Commission as it qualified under Criteria 3 and Criteria 5. Dr. Rosenberg asked why it was not being rezoned to R-1 if the use is single-family. Mr. Walters responded that this case is just to adopt the historic landmark designation.

PUBLIC COMMENT;

Ms. Linda Mosley spoke in favor of the case. She introduced herself as the owner of the property.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-251
Planning & Zoning Commission recommends approving Case 039-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: December 9, 2024
City Council Meeting: January 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 038-24 A request to remove from District R-3 (Multi-family Residential) and include in District R-3-HP (Multi-family Residential – Historic Preservation Overlay) for future commercial development

LOCATION 117 N. Moffet Ave.

APPLICANT William & Linda Mosley & Joplin Historic Preservation Commission

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EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-3	Single Family	0.33

SITE CONTEXT

	North	East	South	West
Existing Zoning	R-3	R-3	R-3	R-3
Land Use	Single Family	Single Family	Single Family	Single Family

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future low-density residential.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
N. Moffet Ave.	Local	60′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. The property is eligible for listing in the local historic listing in accordance with appendix E of the zoning code.

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

The current zoning of R-3 and the use is single family. This will be unchanged by inclusion in the HP overlay.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change in zoning will not be detrimental to nearby property. Only the applicant property will be subject to the overlay restrictions, and certificate of appropriateness approvals.

DISCUSSION

This request to rezone to R-3-HP is eligible for local landmark listing with Criteria 3: It's identification with a person or persons who significantly contributed to the development of the community, county, state, or country; through its association with Frank Edward Weeks, & Criteria 5: Its identification as a work of a master builder, architect, or landscape architect whose individual work has influenced the development of the community, county. State or county; through the association with the firm Garstang & Rea.

Joplin Historic Preservation Commission recommends approval of Case 038-24.

ENCLOSURES

- Map of property
- Application

CASE 038-24: REZONING

117 N Moffet- Rezoning- A request to rezone from District R- 3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential- Historic Preservation Overlay)- William and Linda Mosley

Mr. Kimble asked if the applicant or representative would come forward and state their name and address for the record.

Thomas Walters of 602 S Main St. Joplin, Missouri presented the case on behalf of the Historic Preservation Commission for the City of Joplin.

Mr. Walters explained to the commission that the request for rezoning was already heard in front of the Historic Preservation Commission for the City of Joplin, and they had recommended approval. Mr. Walter explained that the criteria needed to be considered for the Historic Preservation overlay had been met by the applicants.

Mr. Walters explained that the criteria met by the applicants were met by the historical significance criteria 3. Mr. Walter explained that criteria 3 of historical significance was stated as “its identification with a person or person who significantly contributed to the development of the community, county, state, or country”. Mr. Walter stated this criterion was met due to the home being associated with Frank E. Weeks.

Mr. Walters stated that the second criteria that this home met for the historical significance was " its identification as the work of a master builder, designer, architect or landscape architect whose individual work has influenced the development of the community, county, state or country”. Mr. Walter stated that this criterion was met due to the association the house has with prominent local architects Garstang and Rea.

Mr. Kimble asked the commission if they had questions for the representative.

Dr. Rosenberg asked Mr. Walter why the owners were trying to rezone if it was only a single-family home.

Mr. Walters explained that the rezoning request was just for the Historical Preservation Overlay dedication and not the zoning of the property.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Linda Mosely of 117 N Moffet Ave. Joplin, Missouri asked to speak in favor of this case. Mrs. Mosely explained she would like the support of the commission so her house can be listed with the Historical Preservation Overlay.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTIN TO APPROVE CASE 038-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 038-24
Filing Fee: ~~$600.00~~ $0.00 HP
Received: 10/31/24
Date Advertised:
Proj. No.: 24-116
Public Hearing Date: 12/2/24 (PZ)
1/6/25 (CC)

Applicant: William & Linda Mosley & Historic Preservation Commission Phone No.: 417-438-4634

Address: 117 N. Moffet Ave. Joplin, MO 64801 Email: wmmosley@att.net

Owner: William & Linda Mosley Phone No.: 417-438-4634

Address: 117 N Moffet Ave. Joplin, MO 64801 Email: same

Location of Property: 117 N moffet - North Heights Neighborhood

Present Use of Property: Single family home

Proposed Use of Property: Single family home / local Landmark

Current Zoning: R-3 Requested Zoning: R-3-HP

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Single family	R-3
South	Single family	R-3
East	Single family	R-3
West	Single family	R-3

Character of the Neighborhood: Walkable traditional Neighborhood

Relationship to Existing Zoning Pattern:

Yes	No	
☐	☒	Would proposed change create a small, isolated district unrelated to surrounding districts?
☐	☒	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: _____

_____

_____

Conformance with Comprehensive Plan:

Yes	No	
☒	☐	Consistent with Development Policies?
☒	☐	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
☐	☒	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: _____

_____

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: 60'

Subdivision Platting:

Yes	No	
☐	☒	Is platting required?
☒	☐	Are lots appropriately sized?
☒	☐	Is street right-of-way appropriately sized?

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Nominated for local Landmark status on Criteria 3 & Criteria 5, Historic Preservation Commission approves & forwards to planning & Zoning Commission.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☐	☒	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Tracy Walters **Date:** 10-30-2024

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, bargains, sells, conveys and confirms to Trustee, in trust, with power of sale, the following described property located in the

PUBLIC RECORDS of JASPER COUNTY :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

ALL OF MISCELLANEOUS LOTS NUMBERED SIXTEEN (16) AND FORTY-EIGHT (48), ALL IN SECTION 3, TOWNSHIP 27, RANGE 33 AND ALL OF LOT NUMBERED SIXTY-NINE (69) IN WILSON AND HUTTONS SECOND ADDITION TO THE CITY OF JOPLIN COUNTY, MISSOURI.

Parcel ID Number: 35168170000 which currently has the address of

117 NORTH MOFFET AVENUE [Street]

JOPLIN [City], Missouri 64801 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

JOPLIN | HISTORIC PRESERVATION COMMISSION

STAFF REPORT

APPLICANT:

William and Linda Mosley

OWNER:

William and Linda Mosley

ADDRESS AND LANDMARK NAME:

117 N Moffet Ave. Joplin, Missouri 64801
The Wilber House

PRESENT USE:

Single Family Residential (Zoned R-3)

HISTORIC USE:

Single Family Residence

PHYSICAL DESCRIPTION:

Date of Construction: Established Circa 1907

Architectural Style: American Four Square

Construction: American Four Square architectural type, with additions and alterations from previous architectural styles. (See applicant description, attached)`

Site: Wilson & Hutton 2nd Addition lot 69, and Joplin Miscellaneous Tracts Lot 16 & Lot 48

HISTORICAL SIGNIFICANCE:

1. *Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;*

   This category is typically not applied to single family homes being nominated for local landmark status. This category is applicable to a district as a whole.

2. *Its location as a site of a significant local, county, state, or national event;*

   Not applicable to this nomination

3. *Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;*

Frank Edwards Weeks, born August 7, 1879, in Rockford, Illinois was the youngest child of a wealthy Chicago family. His father, Harvey Thomas Weeks (November 20,1842-January 9, 1920) was a veteran of the Civil War. He was involved in real estate, banking and politics. Five years after the death of his first wife, Minnie, Frank Crawford Letts married Ms. Cora Perkins in Washington D.C. on November 11, 1897. By then he was an affluent provider as he was president of the National Wholesale Grocery Company in Chicago. On August 12, 1912 a son, Harvey Crawford Weeks was born to Frank and Herma. By that time they were living at 110 North Byers and Frank was listed as a Mine Operator in the Joplin City Directory. The first evidence of the Weeks living at 117 North Moffet Avenue was documented in Frank's WWI draft registration, serial number 2173. Mr. Weeks first mining venture was operation out of the old Sampson mine, west of Schifferdecker Park where he was associated with W. J. Briggle. He also operated the old Kitty mine at Thoms Station in Carl Junction, one of the heavy zinc producers in those days. Frank Edward Weeks, Jr. died on January 20, 1923 at the age of three and was buried at Mount Hope Cemetery. His cause of death was influenza with cardiac insufficiency.

Finding: The building meets the requirements of criteria 3 for its association with Frank E. Weeks.

4. *Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;*

   The American Foursquare Architectural type is not eligible for this category for it was an architectural type meant to have a variety of architectural details associated with the type, and the property has had some significant alterations.

5. *Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;*

   Garstang & Rea were prominent local architect for many building surviving today including the Christman Building.

Finding: The building meets the requirements of criteria 5 for its association with Garstang & Rea architects.

.

6. *Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;*

Not applicable to this nomination.

7. *Its embodiment of design elements that make it structurally or architecturally innovative;*

Not applicable to this nomination

8. *Its unique location or singular physical characteristics that make it an established or familiar visual feature;*

Not applicable to this nomination.

9. *Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance; and/or*

Not applicable to this nomination.

10. *Its suitability for preservation or restoration.*

Finding: The site meets the requirements for criteria 10 as staff would rate the integrity of the resource as fair or better.

Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. (Ord. No. 86-31, ' 1, 3-17-86)

STAFF RECOMMENDATION:

Staff recommends The Wilber House, located at 117 N Moffett, be forwarded by HPC Resolution to the Planning & Zoning Commission, to be added to the HP zoning overlay, and be designated as a local landmark.

SUPPORTING DOCUMENTS:

Documents included in determination were attached to application.

HISTORIC JOPLIN PRESERVATION COMMISSION
602 S Main Street, Joplin, MO 64801 (417)624-0820

HPC Case No._____

Meeting Date_____

LOCAL HISTORIC LANDMARK NOMINATION FORM

LOCATION
Address: 117 North Moffet Avenue Joplin MO 64801
Property Name (historic or common): _____

OWNER INFORMATION
Name: William and Linda Mosley Phone: 417-438-4634
Address: 117 North Moffet Avenue

FORM PREPARED BY (If other than owner)
Name: N/A Phone: _____
Address: _____
Relationship to Owner: _____
*A notarized letter of consent from the legal owner is required.

CLASSIFICATION
Present Use: _____
Single family dwelling Historic Use (if known): Single family dwelling
Public or Private: Private Occupied or Unoccupied: Occupied

ARCHITECTURAL and PHYSICAL DESCRIPTION (attach a separate sheet if needed)
Construction Date: 1907
Architect and/or Builder Garstang & Rea (if known): _____
Building Materials (foundation, walls, roof, etc.): Attached

Architectural Style: American Foursquare with classical elements
Site Description (property and surrounding area): Residential historic houses

HISTORICAL SIGNIFICANCE

(*Must meet at least one of the following, but please provide a brief description of how the nominated landmark meets the significance for any requirement that applies below – attach a separate sheet if needed).

1. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country: The home is located in the Wilson-Hutton development. Circa 1900. The development borders the National Murphysburg Residential Historic District and the North Heights Historic Neighborhood

2. Its location as a site of a significant local, county, state, or national event:

3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country: The first owners were Frederic and Fannie Wilber. Frederic was the district manager for the Hercules Powder Company. The next significant owners were Frank and Herma. Weeks. Frank was associated with numerous mines in Missouri and Oklahoma and explored mining in Texas. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district.

4. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials: Carthage limestone was used in the foundation, the solid slab balustrades and the plinths.

5. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of a community, county, state, or country: The architects, Garstang & Rea were prominent architects of the era. Many residenses and industiral buildings are attributed to their names. Examples are Joplin Casket and Christman's Department Store. Significant residential houses include 419 S Jackson, 108-218-616 S Sergeant and 202-302-304 and 310 S Moffet.

6. Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant: Foursqurare Craftsman design. The second owner added a sunken library with 12 foot ceilings.

7. Its embodiment of design elements that make it structurally or architecturally innovative: The added library exterior includes Geogian style windows. Double french doors to exit to the patio.

8. Its unique location or singular physical characteristics that make it an established or familiar visual feature:

9. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance: _____

_____

_____

_____

10. Its suitability for preservation or restoration: The house has been beautifully restored

_____

_____

_____

(*Any structure, property, or area that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration. Ord. No. 86-31, ' 1, 3-17-86*)

SUPPORTING DOCUMENTS

A. Bibliography – Please provide a list of all sources used to complete this nomination form.
B. Photographs – Please provide current photographs of the property, as well as historic photographs (if available).
C. Any other sources (such as maps, newspaper clippings, etc.) that help support the nomination as a local historic landmark.

Please submit completed nomination forms to:

Planning & Community Development
Joplin City Hall
602 S. Main Street
Joplin, MO 64801

Please sign below once the nomination form is complete and ready for submittal:

Printed Name: _____

Signature: _____ Date: _____

*If the property owner would additionally desire a historic marker to be placed on the property, please complete and submit the following application with this Local Landmark Nomination Form.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Application Form

Name: William and Linda Mosley

Date: 10-1-2024

Address: 117 North Moffet Avenue

Phone: 417-438-4634

Address of Historic Property: 117 North Moffet Avenue

Property Owner (if different from above): _____

Historic Title/ Name of Property: Frederic Wilber/Frank Weeks House

Date of Original Construction: 1907

Historic District (if applicable): Wilson- Hutton

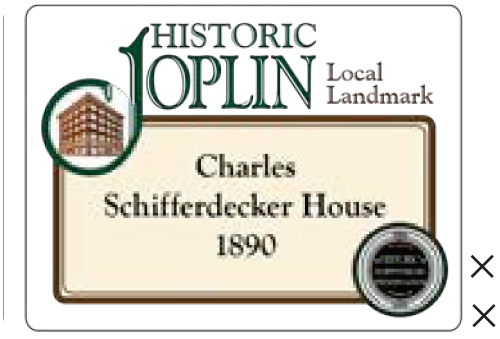
All historical data is subject to verification. Applicants will be notified by letter if there is a discrepancy in the verification process.

A metal pole will be provided with the installation of the marker, or the property owner may place their own post.

- ☐ I wish to use the pole provided by the city
- ☐ I am requesting to install my own post. Attached is a picture and description

Please return both pages of this application to the Historic Joplin Preservation Commission. Allow 6-8 weeks for processing and printing

Thank you,
Historic Joplin Preservation Commission



Local Landmark Sign with
Murphysburg Designation

Above: Local Landmark sign with a Murphysburg designation. Please note properties not in designated districts *will not* specify a designation in the lower right-hand corner.

HISTORIC JOPLIN PRESERVATION COMMISSION

602 S Main Street, Joplin, MO 64801 (417)624-0820

Local Landmark Marker Display Guidelines

In order to maintain a consistent use and display of the Local Landmark Markers, the Joplin Historic Preservation Commission (JHPC) has set forth the following Display Guidelines:

Pole/Standard:

A metal pole will be provided with the installation of the marker. An alternative post/standard may be utilized by the property owner at their own expense. HJPC will approve such poles based on the following criteria:

1. The style of the post/standard must complement the individual architectural style of the building, home, site or structure. For example: a Victorian post/standard for a Victorian structure, a Craftsman post/standard for a Craftsman Bungalow.
2. The height of the marker and post should be no higher than six (6) feet.

Marker Installation:

- Markers shall be installed on the outside edge of the property line at a distance no less than two (2) feet and no more than eight (8) feet from the sidewalk.
- At intersections, the Marker must be placed on the corner of the property facing the intersection. All other Markers must be placed facing the street.
- The height of the Marker and post should be no higher than six (6) feet.

Maintenance:

- Markers shall be maintained to be free of obstructions and clearly visible.
- Maintenance, replacement, repair due to weather, vandalism etc., of the marker is the responsibility of the property owner.

Continued Use:

- Markers are the property of the Historic Joplin Preservation Commission.
- Markers may not be removed without the approval of the HJPC.
- Any change in the display location of the marker and post shall be submitted in writing to the HJPC for approval.

I have read and agree to the above guidelines.

Name: _____

Date: _____


117

7–224.

TWELFTH CENSUS OF THE UNITED STATES.

123 A

State Missouri
County Jasper
Township or other division of county Joplin Township
[Insert name of township, town, precinct, district, or other civil division, as the case may be. See instructions.]
Name of Institution, X
Name of incorporated city, town, or village, within the above-named division,
Ward of city, X

SCHEDULE No. 1.—POPULATION.

Supervisor's District No. 13 — Sheet No. 5
Enumeration District No. 46

Enumerated by me on the 5 day of June, 1900, Harday R Davis, Enumerator.

1485

LOCATION. IN CITIES. Street.	House Number.	Number of dwelling-house, in the order of visitation.	Number of family, in the order of visitation.	NAME of each person whose place of abode on June 1, 1900, was in this family. Enter surname first, then the given name and middle initial, if any. INCLUDE every person living on June 1, 1900. OMIT children born since June 1, 1900.	RELATION. Relationship of each person to the head of the family.	PERSONAL DESCRIPTION. Color or race	Sex	DATE OF BIRTH. Month.	Year.	Age at last birthday.	Whether single, married, widowed, or divorced.	Number of years married.	Mother of how many children.	Number of these children living.	NATIVITY. Place of birth of each person and parents of each person enumerated. If born in the United States, give the State or Territory; if of foreign birth, give the Country only. Place of birth of this Person.	Place of birth of Father of this person.	Place of birth of Mother of this person.	CITIZENSHIP. Year of immigration to the United States.	Number of years in the United States.	Naturalization.	OCCUPATION, TRADE, OR PROFESSION of each person TEN YEARS of age and over. Occupation.	Months not employed.	EDUCATION. Attended school (in months).	Can read.	Can write.	Can speak English.	OWNERSHIP OF HOME. Owned or rented.	Owned free or mortgaged.	Farm or house.	Number of farm schedule.
1	2			3	4	5	6	7		8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	
	82	80		Waugh, Aron S.	Head	W	M	May	1848	52	M	21			Missouri						Zinc Miner	6		yes	yes	yes	O	F	H		1
				Matilda	Wife	W	F	Mar	1859	41	M	21	7	6	Missouri	Tennessee	Missouri							yes	yes	yes					2
				Ada	Daughter	W	F	Mar	1895	5	S				Missouri	Missouri	Missouri							yes	yes	yes					3
				Minnie	Daughter	W	F	Sept	1881	18	S				Missouri	Missouri	Missouri				at school		1	yes	yes	yes					4
				Ada	Daughter	W	F	Sept	1889	10	S				Missouri	Missouri	Missouri				at school		2	yes	no	yes					5
				Flora	Daughter	W	F	Jan	1892	8	S				Missouri	Missouri	Missouri														6
				Ira	Son	W	M	Dec	1885	14	S				Missouri	Missouri	Missouri														7
				Perry	Son	W	M	Oct	1888	11	S				Missouri	Missouri	Missouri														8
	24	21		Merchant, Wm H	Head	W	M	Nov	1876	23	M	1			Missouri	New York	Michigan				Zinc Miner	0		yes	yes	yes	O	F	H		9
				Maud	Wife	W	F	Aug	1884	15	M	1	0	0	Missouri	Missouri	Missouri							yes	yes	yes					10
	81	82		Mastin, Jasper N	Head	W	M	Nov	1876	23	M	1			Illinois	Illinois	Kentucky				Zinc Miner	2		yes	yes	yes	O	F	Rent		11
				Myrtle M	Wife	W	F	Mar	1878	22	M	1	0	0	Kansas	Ohio	Illinois							yes	yes	yes					12
				Lodding, Nellie	Sister-in-law	W	F	Feb	1883	17	S				Kansas	Ohio	Illinois				Servant	0		yes	yes	yes					13
	82	83		Fredrich, James J	Head	W	M	Aug	1850	49	M	18			Pennsylvania	Pennsylvania	Pennsylvania				Teamster	0		yes	yes	yes	O	F	Rent		14
				Ellen	Wife	W	F	Nov	1865	34	M	18	5	3	Pennsylvania	Pennsylvania	Pennsylvania							yes	yes	yes					15
				Hortense C	Daughter	W	F	April	1884	16	S				Missouri	Pennsylvania	Pennsylvania				at School		9	yes	yes	yes					16
				Maude	Daughter	W	F	Aug	1888	10	S				Missouri	Pennsylvania	Pennsylvania				at school		9	yes	yes	yes					17
				Ruby	Daughter	W	F	Oct	1891	8	S				Missouri	Pennsylvania	Pennsylvania				at school		9	yes	yes	yes					18
	84	84		Knuckles, Fabius H	Head	W	M	Aug	1871	28	M	6			Illinois	Illinois	Illinois				Blacksmith	5		yes	yes	yes	O	F	H		19
				Mary	Wife	W	F	May	1870	30	M	6	2	2	Illinois	Germany	Illinois							yes	yes	yes					20
				Carl	Son	W	M	Feb	1898	2	S				Kansas	Illinois	Illinois														21
				Lucy	Daughter	W	F	Feb	1900	6/12	S				Missouri	Illinois	Illinois														22
	85	85		Booth, Jacob H	Head	W	M	Dec		Gen	M	8			Illinois	Illinois	Illinois				Zinc Miner	6		yes	yes	yes	O	F	H		23
				Isabelle A	Wife	W	F	Mar	1878	22	M	8	3	3	Missouri	Missouri	Indiana							yes	yes	yes					24
				Jane	Daughter	W	F	Nov	1892	7	S				Missouri	Illinois	Missouri				at school										25
				Sarah	Daughter	W	F	Sept	1895	4	S				Missouri	Illinois	Missouri														26
				John	Son	W	M	April	1898	2	S				Missouri	Illinois	Missouri														27
				Hall, Rosa	Cousin	W	F	May	1883	17	S				Missouri	Illinois	Missouri				Servant	6		yes	yes	yes					28
	86	86		Sill, Abraham G	Head	W	M	Mar	1847	53	M	14			Pennsylvania	Pennsylvania	Pennsylvania				Farmer	0		yes	yes	yes	O	F	H		29
				Nancy C	Wife	W	F	Mar	1862	38	M	14	5	3	Tennessee	Tennessee	Tennessee							yes	yes	yes					30
				Martha A	Daughter	W	F	May	1887	13	S				Arkansas	Pennsylvania	Tennessee							yes	yes	yes					31
				Stella M	Daughter	W	F	Feb	1891	9	S				Arkansas	Pennsylvania	Tennessee														32
				Ernest A	Son	W	M	Nov	1895	6	S				Arkansas	Pennsylvania	Tennessee														33
	86	87		Andis, Nancy J	Head	W	F	Aug	1840	59	W	8	11	4	Illinois	Indiana	Kentucky				House Keeper			yes	yes	yes	O	F	H		34
				Robert M	Son	W	M	Dec	1875	24	S				Illinois	Indiana	Illinois				Zinc Miner	2		yes	yes	yes					35
				John F	Son	W	M	Oct	1878	20	S				Missouri	Indiana	Illinois				Zinc Miner	4		yes	yes	yes					36
	87	88		Phillips, William H	Head	W	M	Dec	1857	42	W				Illinois	Connecticut	Connecticut				Laborer	12	0	yes	yes	yes	O	F	H		37
				Joseph P	Son	W	M	May	1884	31	M	6			Missouri	Illinois	Illinois				Zinc Miner	0		yes	yes	yes					38
				Rosa B	Son-in-law	W	F	Mar	1873	27	M	6	1	1	Missouri	Indiana	North Carolina							yes	no	yes					39
	84	89		Barnett, Ed J	Head	W	M	May	1873	27	W				Kansas	Ohio	Missouri				Zinc Miner	4		yes	yes	yes	O	F	H		40
	90	90		Maud	Daughter	W	F	Sept	1893	6	S				Missouri	Missouri	Kansas														41
	9			Frank	Father	W	M	Dec	1836	63	W				Ohio	Ohio	Ohio				Teamster	2		yes	yes	yes					42
	90	91		Winchell, Jesse C	Head	W	M	June	1875	24	M	2			Indiana	Indiana	Indiana				Zinc Miner	0		yes	yes	yes	O	F	Rent		43
				Ettie F	Wife	W	F	Jan	1881	19	M	2	0	0	Missouri	Indiana	Illinois							yes	yes	yes					44
	91	92		Brown, Wilson W	Head	W	M	May	1844	52	M	25			Pennsylvania	Pennsylvania	Pennsylvania				Mine Superintendent	0		yes	yes	yes	O	F	H		45
				Eleanor B	Wife	W	F	Oct	1857	42	M	25	6	3	Indiana	Ohio	Indiana							yes	yes	yes					46
				Jay F	Son	W	M	Mar	1882	18	S				Ohio	Pennsylvania	Indiana				Engineer mine	0		yes	yes	yes					47
				Jones, Arthur A	Son-in-law	W	M	Mar	1880	20	M				Indiana	Indiana	Indiana				Drill man	0		yes	yes	yes					48
				Jones, Irene	Daughter	W	F	Jan	1885	15	M		0	0	Missouri	Pennsylvania	Indiana							yes	yes	yes					49
				Lewis, George	Boarder	W	M	Nov	1887	12	S				Minnesota	Va	Va				Zinc Miner			yes	yes	yes					50

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Wiggins John W miner rms 629 Amander
Wiggins Peter N (Johnson & Wiggins 6th & Kentucky) r Carthage Mo
Wiggins Philo Reed team Waters Pierce Oil Co r 2109 Grand
Wight Franklin L r 206 Jackson
Wilbanks Kay sales agt Ely & Walker Dry Goods Co 4-6 Frisco bldg
Wilbanks Walter A clk W M Castleberry r 1507 Kentucky
WILBER FRED A cash Independent Powder Co of Mo r 117 n Moffet
Wilcox Frank B mine opr r Olivia
Wilcox Lemuel crush fdr r 315 n Grays av
Wilcox Lola bkpr F W Woolworth & Co r 315 n Gray
Wilcox Raleigh driver Junge Baking Co r 315 n Grays av
Wilcoxson see Willcoxson
Wildgen Fred miner r 1403 w 9th
Wilds Tracie student r 905 Bryan
Wiles Earl clk Davis-Kayser Mer Co r 324 s Mineral
Wiles Grace laundress rms ws Park 1st n 7th
Wiles James P grocer 719 Bway r 324 s Mineral
Wiles Lee M mine opr r 627 Jackson
Wiles see also Whiles
Wiley Anna r 908 w 6th

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HIGH GRADE WALL PAPER AND INTERIOR DECORATIONS
HOME PHONE 728 THE MOST ARTISTIC MADE 629 MAIN ST.

Wiley Bert L (Wiley Wholesale Flour & Feed Co 630 Amander) r 926 Murphy
Wiley Danl W (Wiley Wholesale Flour & Feed Co 630 Amander) r 2116 Virginia
Wiley Efton N cement finisher r 1401 Moffet
Wiley Frank G janitor Byers School r 908 w 6th
Wiley Hannah presser Hardella's Dye Works r 908 w 6th
Wiley Lunda ironer Joplin Steam Laundry Co r 908 w 6th
Wiley Oliver P M (sec & treas Independent Candy Mfg Co 4th nw cor Mo av) r 634 Wall
Wiley Wholesale Flour & Feed Co (B L & D W Wiley and J Y Huffman) 630 Amander
WILGUS AUG B real est 205 Miners Bank bldg r 511 Jackson
Wilgus Lovetta r 511 Jackson
Wilhite Emma ironer Star Laundry r Galena Kas
Wilhite Otto packer Picher Lead Co b 117 n Grays av
Wilhoit Edw M oil 12th & Mo av r Springfield Mo
Wilkerson Alpha Mrs r 1214 Kentucky
Wilkerson Chas F mgr Compressed Air & Vacuum House Cleaning Co 116 e 4th r 405 Pearl
Wilkerson John lab r ws Byers 7th s 26th

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Wilkerson Martha Mrs r 1701 Main
Wilkins Alex D driver Home Laundry r 1925 Virginia
Wilkins Chas miner r 1815 Virginia
Wilkins Eunice A phone opr r 1925 Virginia
Wilkins Sidney mine supt r 436 n Pearl
Wilkins Warren A mess Lightning Messenger Service r 1925 Virginia
Wilkinson Chas miner r Main sw cor 26th
Wilkinson Edith tchr Byers School r 728 Joplin
Wilkinson Essie r Main sw cor 26th
Wilkinson Harry miner r Main sw cor 26th
Wilkinson Isaac N miner r Oliver nr 1st
Wilkinson Wm T team r Main sw cor 26th
Wilks Geo lab Rogers-Conklin Mfg Co r 903 Jackson
Wilks Leonard clk H A Marr & Co r 909 w 7th
Wilks Lucy rms 1218 Main
Willard Frank (c) porter Harris Crain r 203 w 1st
Willard Sherman A Rev (pastor East Joplin Cong Church Hill nw cor School) r 302 n Cox
Willbanks Chas F smelter Picher Lead Co r 1451 Perkins
Willbanks Geo L smelter Picher Lead Co r 1710 Glover

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S. E. COR. FOURTH AND JOPLIN STS., JOPLIN, MO.
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Willbanks Margaret Mrs r 1710 Glover
Willcoxson Rufus L r 931 Wall
Willet Mary maid The Clarketon
Williams Albert D plumber North Joplin Plumbing Co r 112 Main
Williams Albert H real est 1055 Main r 1501 Minn
Williams Alex Mc meats es Park View 3d s of Perkins r ws Carson 3d s of 1st
Williams Alex N (c) lobby man Connor hotel rms 204 n Main
Williams Allen cuffer Daly & Forman 213 w 2d
Williams Annie dressmkr 507 Pearl
Williams Bessie r ss 7th 4th e Ozark
Williams Cabinet Works (J P Williams F J Allerding) 514 n Main
Williams Carl molder United Iron Works Co
Williams Chas miner r Empire ¼ mile s 26th
Williams Chas sheet metal worker Empire Sheet Metal Works
Williams Chas junk ns 4th 2d e of Park View
Williams Chas (c) cook 113 Main
Williams Chas A miner r ws Carson 3d s of 1st
Williams Chas T r 1828 Joplin
Williams Claude O hoisterman r 1828 Joplin
Williams Coll molder r 1709 Ohio

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STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena Township
NAME OF INSTITUTION

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

NAME OF INCORPORATED PLACE Joplin Ward 4 Part B
ENUMERATED BY ME ON THE 29th DAY OF April 1910.

SUPERVISOR'S DISTRICT NO. 15
ENUMERATION DISTRICT NO. 44
SHEET NO. 15 B
WARD OF CITY West 4 Part B
Louis B. Miller, ENUMERATOR

LOCATION. Street, avenue, road, etc.	Number in order of visitation	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex	Color or race	Age at last birthday	Whether single, married, widowed, or divorced	Number of years of present marriage	Mother of how many children. Number born	Number now living	NATIVITY. Place of birth of this person	Place of birth of Father of this person	Place of birth of Mother of this person	CITIZENSHIP. Year of immigration to the United States	Whether naturalized	Whether able to speak English; or, if not, give language spoken	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account	If an employee: Whether out of work on April 15, 1910	If an employee: Number of weeks out of work during year 1909	EDUCATION. Whether able to read	Whether able to write	Attended school any time since Sept. 1, 1909	OWNERSHIP OF HOME. Owned or rented	Owned free, or mortgaged	Farm or house	Number of farm schedule	Whether a survivor of the Civil War or the Spanish War	Whether blind (both eyes)	Whether deaf and dumb
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
51	1414	441	473	Lunsaway Claude	Head	m	w	26	M1	15			Missouri	United States	Missouri		English	Miner	Zinc and Lead	W	No	12	yes	yes		R		H	0	5	0	5
52				Emma	Wife	f	w	33	M1	15	4	4	Missouri	Illinois	Illinois		English	None					yes	yes								
53				Bonnie	Daughter	f	w	13	S				Missouri	Missouri	Missouri		English	None					yes	yes	yes							
54				Travers H	Son	m	w	11	S				Missouri	Missouri	Missouri		English	None					yes	yes	yes							
55				Boyd	Son	m	w	8	S				Missouri	Missouri	Missouri			None							yes							
56				Mary K	Daughter	f	w	5	S				Missouri	Missouri	Missouri			None							no							
57	1404	442	474	Simpson John	Head	m	w	50	Wd				Kansas	Michigan	Indiana		English	Miner	Zinc and Lead	W	No	26	yes	yes		O	M	H	0	5	0	5
58				Anna	Daughter	f	w	14	S				Missouri	Kansas	Missouri		English	None					yes	yes	yes							
59				Grace	Daughter	f	w	10	S				Kansas	Kansas	Missouri			None							yes							
60				Ada	Daughter	f	w	8	S				Missouri	Kansas	Missouri			None							yes							
61				Bessie	Daughter	f	w	5	S				Missouri	Kansas	Missouri			None							yes							
62	1402	443	475	Andrews James M	Head	m	w	31	M1	2			Ohio	Ohio	Ohio		English	Plumber	Gas Company	W	No	0	yes	yes		R		H	13	4	9	2
63				Iona	Wife	f	w	26	M1	2	1	1	Missouri	Illinois	Ohio		English	None					yes	yes								
64				Lela M	Daughter	f	w	7/12	S				Missouri	Ohio	Missouri			None														
65	1400	444	476	Burk Patrick M	Head	m	w	66	Wd				Ire. Irish	Ire. Irish	Ire. Irish	1861	Na	English	None				yes	yes		O	F	H		2		
66				Patrick	Son	m	w	34	S				Illinois	Ire. Irish	Ire. Irish			English	Smelter	Zinc and Lead	W	No	0	yes	yes					5	4	6	2
67	930	445	477	Fredericks James	Head	m	w	75	M1	27			Pennsylvania	Pennsylvania	Pennsylvania			English	Engineer	Stationary	W	No	0	yes	yes		R		H	12	9	9	X
68				Ella	Wife	f	w	44	M1	27	3	3	Pennsylvania	Pennsylvania	Pennsylvania			English	None				yes	yes								
69				Betty	Daughter	f	w	25	M1		0	0	Missouri	Pennsylvania	Pennsylvania			English	None				yes	yes								
70				Ruby	Daughter	f	w	18	S				Missouri	Pennsylvania	Pennsylvania			English	None				yes	yes	yes							
71	1403	446	478	Young Harvey A	Head	m	w	65	Wd		5	4	Indiana	Indiana	Ohio			English	None				yes	yes		R		H				
72				Harry L	Son	m	w	27	S				Iowa	Indiana	Indiana			English	Laborer	Cement	W	No	20	yes	yes					15	5	9	8
73				Walter S	Son	m	w	25	S				Indiana	Indiana	Indiana			English	Carpenter	House	W	No	20	yes	yes								
74	1427	447	479	Stephens Alexander	Head	m	B	33	M1	4			Tennessee	United States	United States			English	Laborer	Hotel	W	No	10	yes	yes		R		H	15	5	7	X
75				Annie	Wife	f	mu	30	M2	4	4	4	Kansas	United States	Tennessee			English	None				yes	yes								
76				Horatio	Son	m	mu	11	S				Kansas	Tennessee	Kansas			English	None				yes	No	yes							
77				Cyril	Son	m	mu	8	S				Kansas	Tennessee	Kansas				None						yes							
78				Wheatley	Son	m	mu	5	S				Missouri	Tennessee	Kansas				None						yes							
79				Kenneth	Son	m	mu	3	S				Missouri	Tennessee	Kansas				None													
80	1423	448	480	Leverton John B	Head	m	mu	39	M1	15			Tennessee	Tennessee	Tennessee			English	Laborer	Hodcarrier	W	No	11	yes	yes		O	M	H	2	3	9	8
81				Nell	Wife	m	mu	35	M1	15	7	6	Tennessee	Tennessee	Tennessee			English	None				yes	yes								
82				Merle	Daughter	f	mu	13	S				Oklahoma	Tennessee	Tennessee			English	None				yes	yes	yes							
83				Cecil	Son	m	mu	12	S				Kansas	Tennessee	Tennessee			English	None				yes	yes	yes							
84				Leah	Daughter	f	mu	9	S				Missouri	Tennessee	Tennessee				None						yes							
85				Jewel	Son	m	mu	7	S				Missouri	Tennessee	Tennessee				None													
86				Vada	Daughter	f	mu	4	S				Kansas	Tennessee	Tennessee				None						no							
87				Anna	Daughter	f	mu	2	S				Missouri	Tennessee	Tennessee				None													
88				Haynes Robert	Boarder	m	mu	40	Wd				Texas	Texas	Texas			English	Laborer	Hodcarrier	W	No		yes	yes					2	3	9	8
89	816	449	481	Booth Benjamin	Head	m	w	27	M1	0			Kansas	Ire. German	United States			English	Miner	Zinc and Lead	W	No	4	yes	yes		R		H	0	5	0	5
90				May	Wife	f	w	22	M1	0			Missouri	Kentucky	Ohio			English	None				yes	yes								
91	812	450	482	Vaughn Charles	Head	m	w	24	M1	4			Missouri	Kentucky	Kentucky			English	Miner	Zinc and Lead	W	No	26	yes	yes		O	M	H	0	5	0	5
92				Lizzie	Wife	f	w	23	M1	4	1	1	Missouri	Illinois	Ohio			English	None				yes	yes								
93				Dwight	Son	m	w	1 7/12	S				Missouri	Missouri	Missouri				None													
94	1235	451	483	Hews John W	Head	m	w	56	Wd				Illinois	New York	Illinois			English	Engineer	Stationary	W	yes	30	yes	yes		O	M	H	12	9	9	X
95	1220	452	484	Adams William E	Head	m	w	18	M1	0			Missouri	Missouri	Missouri			English	Messen	Store	W	No	10	yes	yes	yes	R		H	13	2	9	8
96				Minnie	Wife	f	w	17	M1	0			Missouri	Kentucky	Kentucky			English	None					yes	yes	no							
97	726	453	485	Wells T B	Head	m	w	29	M1	5			Illinois	Ohio	Illinois			English	Miner	Zinc and Lead	W	No	30	yes	yes		R		H	0	5	0	5
98				Leonora	Wife	f	w	30	M1	5	1	1	Kansas	Ohio	Illinois			English	None					yes	yes								
99				Cleo	Daughter	f	w	4	S				Missouri	Illinois	Kansas				None													
100	804	454	486	Morgan Leo E.	Head	m	w	21	M1	0			Missouri	Tennessee	Missouri			English	Roofing		W	No	0	yes	yes		R		H	9	5	9	8

upon 20a 15

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township
NAME OF INCORPORATED PLACE Joplin city
NAME OF INSTITUTION
ENUMERATED BY ME ON THE DAY OF April 1910.

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

SUPERVISOR'S DISTRICT NO. 73
ENUMERATION DISTRICT NO. 51
SHEET NO. 19 B
WARD OF CITY 7 (part)

Mrs. Lina G. Puckett ENUMERATOR.

Supplemental Report from Special Agent — Entered at Mt Vernon, Mo. Office

	LOCATION.	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex. Color or race. Age at last birthday. Whether single, married, widowed, or divorced. Number of years of present marriage. Mother of how many children: Number born. Number now living.	NATIVITY. Place of birth of this person. Place of birth of father of this person. Place of birth of mother of this person.	CITIZENSHIP. Year of immigration to the United States. Whether naturalized or alien.	Whether able to speak English; or, if not, give language spoken.	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc. General nature of industry, business, or establishment in which this person works, as cotton mill, dry-goods store, farm, etc. Whether an employer, employee, or working on own account. If an employee: Whether out of work on April 15, 1910. Number of weeks out of work during the year 1909.	EDUCATION. Whether able to read. Whether able to write. Attended School any time since Sept. 1, 1909.	OWNERSHIP OF HOME. Owned or rented. Owned free or mortgaged. Farm or house. Number of farm schedule.	Whether a survivor of the Union or Confederate army or navy. Whether blind (both eyes). Whether deaf and dumb.
51										
52										
53	117 Mont n Platt Ave	Thomson Bertha	Roomer	F W 24 S	Missouri Missouri Missouri		English	Teacher Music	O a	yes yes
54	✓ ✓	Reinheimer Leopold	Head	M W 56 M 16	Ger Germany Ger Germany Ger Germany	1877 Na	English	Jeweler Jewelry store	O a	yes yes
55	102 n Bergen	" Catherina	Wife	F W 37 M 16 0 0	Virginia Virginia Virginia		English	Saleslady Jewelry store	W. wo 0	yes yes
56	—	Craig Wm E	Head	M W 47 M 27	Missouri Missouri Kentucky		English	Doctor Medicine	O a	yes yes
57	Olive & Pluto	— Letha A	Wife	F W 37 M 27 1 1	Missouri Virginia Virginia		English	None		yes yes
58	320 Platt	Spragg Charles M	Head	M W 59 M 30	Massachusetts Massachusetts Unknown		English	Druggist Own store	O a	yes yes
59	✓ ✓	Clemens Barrett B	Head	M W 63 M 25	Ohio Ohio Ohio		English	Dentist Office Work	O a	yes yes
60	Olive & Pluto	— Rosa E	Wife	F W 45 M 25 0 0	Ohio Ohio Ohio		English	None		yes yes
61		— Geo T	Adopted Son	M W 6 S	Mexico L Unknown Unknown			None		yes
62	✓ ✓	Picker Oliver H	Head	M W 65 M 30	Indiana Massachusetts Maryland		English	Own Income	O a	yes yes
63	206 n Platt Ave	— Harriet W	Wife	F W 60 M 30 2 1	Pennsylvania Maryland Massachusetts		English	None		yes yes
64	—	Woods Lee R	Brother in law	M W 59 S	District Columbia Maryland Massachusetts		English	Own Income	O a	yes yes
65	209 W 8th St ✓ ✓	Frey Wm H	Head	M W 63 M 31	Illinois Ohio Vermont		English	Carpenter House Work	O a	no 0 yes yes
66	—	— Georgia A	Wife	F W 54 M 31 3 2	New Jersey New Jersey Oregon Jersey		English	None		yes yes
67	✓ ✓	Wilson Aubrey H	Head	M W 21 M 1	Missouri Missouri Missouri		English	Electrician Electric Park	W no 2	yes yes
68	814 Mercy St	— Dacia E	Wife	F W 19 M 1 0	Illinois North Dakota Missouri		English	None		yes yes
69	515 W 3rd	Hagler Geo A Jr	Roomer	M W 38 S	Michigan England Eng New York		English	Mech Eng. Electric Plant	W no 0	yes yes
70	✓ ✓	Mc Peak Homer H	Head	M W 34 M 9	Indiana Indiana Indiana		English	Blacksmith Mining Plant	W. no 0	yes yes
71	1037 W 7th	— Rachel A	Wife	F W 29 M 9 1 1	Missouri Kentucky Arkansas		English	None		yes yes
72	—	— Monica A	Daughter	F W 8 S	Missouri Indiana Missouri			None		yes yes
73		Stevens John E	Head	M W 67 M 35	Michigan Eng Ireland Eng Ireland		English	Salesman Packing House	W no 0	yes yes
74		— Virginia	Wife	F W 60 M 35 4 3	Michigan New York New York		English	None		yes yes
75	223 n Jackson	Coborn Geo M	Son in law	M W 32 M 3	Pennsylvania Pennsylvania Pennsylvania		English	None		yes yes
76	—	— Margaret G	Daughter	F W 24 M 3 1 1	Michigan Michigan Michigan		English	None		yes yes
77	—	— Virginia C	Gr. daughter	F W 7 S	Missouri Pennsylvania Michigan			None		
78	✓ ✓	Smith Sardinus	Head	M W 72 M 41	Ohio New York New York		English	Ins. Agent Office	O a	yes yes
79	W 7th St	— Eliza E	Wife	F W 62 M 41 4 4	Ohio Virginia Virginia		English	None		yes yes
80	—	— Sardinus Jr	Son	M W 35 S	Missouri Ohio Ohio		English	Drummer Office	O a	yes yes
81	717 W 2nd ✓ ✓	Osfall Henry	Head	M W 45 M 16	Indiana Ger Germany Pennsylvania		English	Merchant Gen'l Store	O a	yes yes
82	—	— Nora B	Wife	F W 36 M 16 0 0	Ohio Ohio Indiana		English	None		yes yes
83	1032 W 2nd ✓ ✓	Wyatt Jena	Head	F W 50 Wd 0	Tennessee Indiana Indiana		English	Nurse Private Families	O a	yes yes
84	✓ ✓	Lane Gailey M	Head	M W 41 Wd 12 6	Missouri Missouri Missouri		English	House work Private Families	W no 6	yes yes
85	—	— Minnie E	Daughter	F W 14 S	Missouri Missouri Missouri		English	None		yes yes yes
86	1118 W 2nd	— Mary G	Daughter	F W 11 S	Missouri Missouri Missouri		English	None		yes yes yes
87	—	— Robert F	Son	M W 7 S	Missouri Missouri Missouri			None		yes
88	—	— Lucy M	Daughter	F W 4 S	Missouri Missouri Missouri			None		
89	—	— Noah M	Son	M W 1 S	Missouri Missouri Missouri			None		
90	1127 W 2nd ✓ ✓	McKinney Alfred P	Head	M W 35 S	Missouri Missouri Indiana		English	Cigar Maker Cigar Factory	W no 6	yes yes
91	✓ ✓	Lewis James M	Head	M W 64 M 19	Indiana New York Tennessee		English	Contractor Brick Work	Emp	yes yes
92	—	— Sarah F	Wife	F W 49 M 19 5 2	Mississippi Mississippi Mississippi		English	None		yes yes
93	1148 W 2nd	— Milton O	Son	M W 17 S	Texas Indiana Mississippi		English	Laborer Teamster	W no	yes yes no
94		— Ira O	Son	M W 14 S	Texas Indiana Mississippi		English	None		yes
95		Barbour Henry	Head	M W 67 M 34	Missouri Kentucky Kentucky		English	Laborer Odd Jobs	W no 10	yes yes
96		— Martha E	Wife	F W 58 M 34 10 7	Missouri Tennessee Tennessee		English	None		yes yes
97	1425 W 2nd	— Ray A	Son	M W 21 S	Kansas Missouri Missouri		English	Laborer Lime Works	W no 2	yes yes
98	—	— Robert A	Son	M W 21 S	Kansas Missouri Missouri		English	Laborer Lead Works	W no 2	yes yes
99	—	— Columbus F	Son	M W 18 S	Oklahoma Missouri Missouri		English	Laborer Lead Works	W no	yes yes no
100	—	— Ruth	Daughter	F W 16 S	Kansas Missouri Missouri		English	None		yes yes

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910 — POPULATION

STATE Missouri — COUNTY Jasper — TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township — NAME OF INCORPORATED PLACE Joplin city — WARD OF CITY 2

SUPERVISOR'S DISTRICT NO. 13 — ENUMERATION DISTRICT NO. 51 — SHEET NO. 3 A

NAME OF INSTITUTION X — ENUMERATED BY ME ON THE 16th DAY OF April 1910 — Mrs. Lina E. Duckett, ENUMERATOR

LOCATION.			NAME	RELATION.	PERSONAL DESCRIPTION.					NATIVITY.			CITIZENSHIP.		OCCUPATION.				EDUCATION.			HOME OWNED OR RENTED.			FARM SCHEDULE.		
Street, avenue, etc.	Dwelling number in order of visitation	Number of family in order of visitation	Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born after April 15, 1910.	Relationship of this person to the head of the family.	Sex.	Color or race.	Age at last birthday.	Whether single, married, widowed, or divorced.	Number of years of present marriage.	Mother of how many children? Number living. Number dead.	Place of birth of this Person.	Place of birth of Father of this person.	Place of birth of Mother of this person.	Year of immigration to the United States.	Whether naturalized or alien.	Whether able to speak English; or, if not, give language spoken.	Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account.	If an employer, Whether out of work on April 15, 1910. Number of weeks out of work during year 1909.	Whether able to read.	Whether able to write.	Attended school any time since Sept. 1, 1909.	Owned or rented.	Owned free or mortgaged.	Farm or house.	Number of farm schedule.	Number of years in present home.	Number of years in present city or town.	Whether living on same farm 5 years ago.	Whether blind (both eyes).	Whether deaf and dumb.
1	2		3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
			Martha A.	Daughter	F	W.	7	S				Kansas	New Hampshire	Iowa				None					Yes								
			Hoxine, Cora A.	Lodger	F	W.	33	S				Missouri	Illinois	Ohio			English	Professional Nurse	General Practice			Yes	Yes								
			Thompson,																												
119	44	48	Conley, Jasper L.	Head	M	W.	28	M	2			Tennessee	Tennessee	Tennessee			English	Operator	Telegraph	W.	No	0	Yes	Yes		R	H	0	3	X	8	
			", Lelia A.	Wife	F	W.	23	M	2	1	1	Missouri	Tennessee	Missouri			English	None					Yes	Yes								
			", Leonard B.	Son	M	W.	2	S				Missouri	Tennessee	Missouri				None														
121	45	49	Michaelis, Johann F.C.	Head	M	W.	71	Wd.		7	4	Ger. German	Ger. German	Ger. German			English	None					Yes	Yes		R	N					
			", Alfred J.	Son	M	W.	29	S				Missouri	Ger. German	Ger. German			English	Architect	Buildings	W.	No	0	Yes	Yes								
123	46	50	Spiva, Will E.	Head	M	W.	38	M	8			Missouri	Missouri	Missouri			English	Lawyer	General Practice	W.	No	0	Yes	Yes		R	H					
			", Beatrice C.	Wife	F	W.	36	M	8			Texas	Alabama	Texas			English	None					Yes	Yes								
			", Myra G.	Daughter	F	W.	7	S				Kansas	Missouri	Texas				None							Yes							
			", Will E. Jr.	Son	M	W.	5	S				Kansas	Missouri	Texas				None														
124	47	51	Brerig, Fred W.	Head	M	W.	61	M	23			Ger. German	Ger. German	Ger. German	1865	Na	English	Lawyer	Mines	Op.			Yes	Yes		O	S	H	19	5	0	6		
			", Bertha	Wife	F	W.	43	M	23	8	7	Ger. German	Ger. German	Ger. German			English	None					Yes	Yes								
			", Carl W.	Son	M	W.	16	S				Missouri	Ger. German	Ger. German			English	Musician	Instrumental Music	W	No	0	Yes	Yes	Yes							
			", Clarence	Son	M	W.	13	S				Missouri	Ger. German	Ger. German			English	None					Yes	Yes	Yes							
			", Henry	Son	M	W.	11	S				Missouri	Ger. German	Ger. German			English	None					Yes	Yes	Yes							
			", Bertha A.	Daughter	F	W.	5	S				Missouri	Ger. German	Ger. German				None							No							
			", Elizabeth O.	Daughter	F	W.	1	S				Missouri	Ger. German	Ger. German				None														
116	48	52	Jonkin, John H.	Head	M	W.	42	M	14			Pennsylvania	Eng. English	Pennsylvania			English	Operator	Mines	Op.			Yes	Yes		O	S	H	10	0	0	5		
			", Augusta F.	Wife	F	W.	42	M	14			Pennsylvania	Pennsylvania	Ohio			English	None					Yes	Yes								
			", Marjorie A.	Daughter	F	W.	13	S				Pennsylvania	Pennsylvania	Pennsylvania			English	None					Yes	Yes								
			Loomis, Kate F.	Maid	F	W.	31	M	6	0	0	Missouri	Ger. German	Missouri			English	Maid	Private Family	W.	No	0	Yes	Yes					0	3	7	X		
211	52	53	Camblin, Roy D.	Head	M	W.	24	M	5			Kansas	Indiana	Indiana			English	Electrician	Contractor	Emp.			Yes	Yes		R	H		4	0	9	8		
			", Mabel B.	Wife	F	W.	23	M	5	1	1	Missouri	Kansas	Kansas			English	Teacher	Music	O.			Yes	Yes					7	0	6	X		
			", Jack H.	Son	M	W.	2	S				Missouri	Kansas	Missouri				None														
			", Minnie	Mother	F	W.	43	M	25	2	2	Indiana	Un.	Un.			English	House-cleaning	Everywhere	W	No	0	Yes	Yes					14	5	7	X		
215	53	54	Joseph, David	Head	M	W.	41	M	12			Ohio	Indiana	Ohio			English	Prospector	Lead & Zinc Mines	Emp.			Yes	Yes		O	S	H	0	7	0	5		
			", Minnie	Wife	F	W.	32	M	12	0	0	Ohio	Ohio	Ohio			English	None					Yes	Yes								
219	54	55	Healy, Bernard F.	Head	M	W.	42	M	11			New York	Un.	New York			English	Engineer	Gas engine	W	No	0	Yes	Yes		R	H		3	1	6	X		
			", Nettie W	Wife	F	W.	35	M	11	1	1	New York	Maine	New York			English	None					Yes	Yes								
			", Forest V.	Son	M	W.	10	S				New York	New York	New York			English	None					Yes	Yes								
			Kinley, Lewis H.	Roomer	M	W.	21	S				New York	Un.	Un.			English	Operator	Mine Co.	Driller	No	0	Yes	Yes	Yes				10	0	0	5		
			Veazie, Anna R.	Mother in law	F	W.	65	Wd.		2	2	New York	New York	New York			English	None					Yes	Yes								
225	55	56	Bell, Ira	Head	M	W.	65	M	26			Missouri	Un.	Un.			English	Retail Merchant	Groceries	Emp.			Yes	Yes		R	H		3	2	3	X		
			", Emma	Wife	F	W.	50	M	26	8	8	Missouri	Eng. English	Eng. English			English	None					Yes	Yes								
			", Earle R.	Son	M	W.	25	S				Missouri	Missouri	Missouri			English	Laborer	Odd Jobs	W.	No	0	Yes	Yes					15	5	9	8		
			", Mable M	Daughter	F	W.	22	S				Missouri	Missouri	Missouri			English	Book keeper	Grocery store	W.	No	0	Yes	Yes					10	5	3	X		
			", Harley	Son	M	W.	21	S				Missouri	Missouri	Missouri			English	Clerk	Grocery store	W.	No	0	Yes	Yes	No				10	7	3	X		
			", Harry	Son	M	W.	19	S				Missouri	Missouri	Missouri			English	Delivery	Grocery store	W.	No	0	Yes	Yes	Yes				14	3	3	X		
			", Ruth	Daughter	F	W.	17	S				Missouri	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Eva	Daughter	F	W.	15	S				Missouri	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Beatrice	Daughter	F	W.	11	S				Missouri	Missouri	Missouri				None														
229	56	57	Spiva, George W.	Head	M	W.	37	M	11			Missouri	Missouri	Missouri			English	Manager	Powder Co.	W	No	0	Yes	Yes		O	S	H	10	2	1	2		
			", Bessie J.	Wife	F	W.	36	M	11	3	3	Missouri	Eng. English	Tennessee			English	None					Yes	Yes								
			", Hubert J.	Son	M	W.	10	S				Kansas	Missouri	Missouri			English	None					Yes	Yes	Yes							
			", Bessie C.	Daughter	F	W.	8	S				Kansas	Missouri	Missouri				None							Yes							
			", George A.	Son	M	W.	6	S				Missouri	Missouri	Missouri				None							Yes							
228	57	58	Welch, Robert E.	Head	M	W.	65	M	12			Vermont	Un.	Un.			English	Retail Merchant	Groceries	Emp.			Yes	Yes		O	S	H		3	2	3		
			", Frances E.	Wife	F	W.	64	M	12	7	1	Illinois	Pennsylvania	Pennsylvania			English	None					Yes	Yes								

North Broadway / Joplin avenue / North Main avenue

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena township
NAME OF INCORPORATED PLACE Joplin city
NAME OF INSTITUTION X

DEPARTMENT OF COMMERCE AND LABOR—BUREAU OF THE CENSUS

THIRTEENTH CENSUS OF THE UNITED STATES: 1910—POPULATION

SUPERVISOR'S DISTRICT NO. 13
ENUMERATION DISTRICT NO. 51
SHEET NO. 2 B
WARD OF CITY 7 (Ward 2)
ENUMERATED BY ME ON THE 16 DAY OF April, 1910. Medina E. Puckett ENUMERATOR.

LOCATION. Dwelling-house numbered in order of visitation	Family numbered in order of visitation	NAME of each person whose place of abode on April 15, 1910, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 15, 1910. Omit children born since April 15, 1910.	RELATION. Relationship of this person to the head of the family.	PERSONAL DESCRIPTION. Sex	Color or race	Age at last birthday	Whether single, married, widowed, or divorced	Mother of how many children. Number now living	Mother of how many children. Number not now living	NATIVITY. Place of birth of this person	Place of birth of Father of this person	Place of birth of Mother of this person	CITIZENSHIP. Year of immigration to the United States	Whether naturalized or alien	Whether able to speak English; or, if not, give language spoken	OCCUPATION. Trade or profession of, or particular kind of work done by this person, as spinner, salesman, laborer, etc.	General nature of industry, business, or establishment in which this person works, as cotton mill, dry goods store, farm, etc.	Whether an employer, employee, or working on own account	If an employee—Whether out of work on April 15, 1910	If an employee—Number of weeks out of work during 1909	EDUCATION. Whether able to read	Whether able to write	Whether able to speak English	HOME OWNED OR RENTED. Owned or rented	Owned free or mortgaged	Farm or house	Number of farm schedule	Number of years in present home	Number of years in present city, town, etc.	Number living in block	Number of dwelling	Number of family
		Dorothy	Daughter	F	W	11	S			Missouri	Maine	Ohio				None																
		Alicia J	Daughter	F	W	1/12	S			Missouri	Maine	Ohio				None																
		Scott, Robert C.	Brother-in-law	M	W	14	S			Illinois	Ohio	Ohio			English	None																
108	34	38 Nunn, Charles W.	Head	M	W	40	M	11		Illinois	Kentucky	Ger. German			English	Gen. Agent	Railroad	W	No	0	Yes	Yes	Yes	O	M	H	11	0	X	5			
		—, Elizabeth	Wife	F	W	37	M	11	3 2	Illinois	Virginia	Illinois			English	None					Yes	Yes										
		—, Chauncy M	Son	M	W	17	S			Kansas	Illinois	Illinois			English	None					Yes	Yes	Yes									
		—, Mary A.	Daughter	F	W	9	S			Missouri	Illinois	Illinois				None							Yes									
		Bugg, Ruth	Sister-in-law	F	W	14	S			Kansas	Virginia	Illinois			English	None					Yes	Yes	Yes									
110	35	39 Graham, Bernard J.	Head	M	W	44	M	16		New York	Irl. Irish	Irl. Irish			English	Superintendent	Gas Co.	W	No	0	Yes	Yes		O	O	H	10	2	9	2			
		—, Margaret M	Wife	F	W	41	M	16	7 7	Michigan	Ger. German	Ger. German			English	None					Yes	Yes										
		—, Zachary L	Son	M	W	15	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Hazel M	Daughter	F	W	13	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Gladys C	Daughter	F	W	11	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Bernard E.	Son	M	W	10	S			Michigan	New York	Michigan			English	None					Yes	Yes	Yes									
		—, Margaret M	Daughter	F	W	4	S			Michigan	New York	Michigan				None																
		—, Francis J.	Son	M	W	3	S			Ohio	New York	Michigan				None																
		—, Richard D.	Son	M	W	12/12	S			Missouri	New York	Michigan				None																
		Pinnell, Anthony W	Brother-in-law	M	W	39	S			Michigan	Ger. German	Ger. German			English	Laborer	Gas Co.	W	No	0	Yes	Yes					15	5	9	2			
		Simson, Mollie E.	Servant	F	W	32	Wd	0	0	Missouri	Virginia	Missouri			English	Servant	Private family	W	No	0	Yes	Yes										
114	36	40 Walsh, Robert C.	Head	M	W	46	M	23		Ohio	Irl. Irish	Ohio			English	Proprietor	Lumber Yard	Emp.			Yes	Yes		R	H	4	4	5	X			
		—, Mary B.	Wife	F	W	44	M	23	7 7	Illinois	Illinois	Illinois			English	None					Yes	Yes										
		—, Bernice R.	Daughter	F	W	21	S			Missouri	Ohio	Illinois			English	None					Yes	No	No									
		—, Elizabeth C.	Daughter	F	W	19	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	No									
		—, Albert	Son	M	W	18	S			Missouri	Ohio	Illinois			English	Book-keeper	Lumber Yard	W	No	0	Yes	Yes	No				10	5	3	X			
		—, Mildred A.	Daughter	F	W	16	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
		—, Robert C.	Son	M	W	13	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
		—, Mary N.	Daughter	F	W	10	S			Missouri	Ohio	Illinois			English	None					Yes	Yes	Yes									
120	37	41 Richardson, James G.	Head	M	W	43	M	12		Michigan	Un.	Un.			English	Proprietor	Laundry	Emp			Yes	Yes		O	M	H	10	0	8	X			
		—, Emma C	Wife	F	W	43	M	12	3 2	Iowa	Ger. German	Pennsylvania			English	None					Yes	Yes										
		—, George G.	Son	M	W	11	S			Missouri	Michigan	Iowa			English	None					Yes	Yes	Yes									
		—, Caroline E.	Daughter	F	W	6	S			Missouri	Michigan	Iowa				None							Yes									
102	38	42 Levin, Sam	Head	M	W	35	M	12		Russ Yiddish	Un.	Un.	1863	Na	English	Merchant	Clothing	Emp.			Yes	Yes		O	M	H	1	3	3	X			
		—, Ethel M	Wife	F	W	33	M	12		Rom. Roumanian	Rom. Roumanian	Rom. Roumanian			English	None					Yes	Yes										
		—, Alfred B.	Son	M	W	11	S			Kansas	Russ Yiddish	Rom. Roumanian			English	None					Yes	Yes	Yes									
		Emerick, Clara	Servant	F	W	18	S			Missouri	Ger. German	New York			English	Servant	Private family	W	No	0	Yes	Yes	No									
101	39	43 Harris, Eddy	Head	M	W	52	M	21	7	New York	Un.	Un.			English	Proprietor	Saloon	Emp.			Yes	Yes		O	M	H	1	6	7	X			
		—, Minnie M	Wife	F	W	45	M	21	7 2	Ohio	New York	Switz. German			English	None					Yes	Yes										
		Smallwood, Eva M.	Lodger	F	W	24	S			Missouri	Missouri	Missouri			English	Teacher	School	W	No	0	Yes	Yes										
105	40	44 Duran, Isaac H	Head	M	W	55	M	31		Eng. English	Eng. English	Eng. English	1854	Na	English	Agent	Insurance Co.	W	No	0	Yes	Yes		R	H	11	0	1	X			
		—, Sarah	Wife	F	W	54	M	31	6 3	Ger. German	Ger. Holman	Ger. Holman			English	None					Yes	Yes										
		—, Stella	Daughter	F	W	25	S			Indiana	Eng. English	Ger. German			English	None					Yes	Yes										
		—, Abraham E.	Son	M	W	23	S			Indiana	Eng. English	Ger. German			English	Agent	Insurance Co.	W	No	0	Yes	Yes					11	0	1	X			
		—, Arthur B.	Son	M	W	23	S			Indiana	Eng. English	Ger. German			English	Solicitor	News Paper	W	No	0	Yes	Yes					11	1	3	X			
111	42	45 Howard, Walter F.	Head	M	W	46	M	19		New Hampshire	New Hampshire	New Hampshire			English	Manager	Real Estate Co.	Emp.			Yes	Yes		O	H	11	0	2	X			
		—, Cora B.	Wife	F	W	40	M	19	0 0	Michigan	New York	New York			English	None					Yes	Yes										
		46 Waterbury, Earl C.	Brother-in-law	M	W	28	M	3		Iowa	New York	New York			English	Owner	Mining Co.	Emp.			Yes	Yes			H		10	0	0	6			
		—, Maude L.	Sister-in-law	F	W	26	M	1	1	South Dakota	Wisconsin	Nebraska			English	None					Yes	Yes										
		—, Edwin L.	Nephew	M	W	2	S			South Dakota	Iowa	South Dakota				None																
117	43	47 Wilber, Fred A.	Head	M	W	40	M	11		New Hampshire	Massachusetts	Massachusetts			English	Cashier	Powder Co	W	No	0	Yes	Yes		O	M	H	10	6	1	2			
		—, Fannie E.	Wife	F	W	42	M	11		Iowa	Ohio	Iowa			English	None					Yes	Yes										

Ruth Bugg

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Whittenbeck Wm G lab r 502 School
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Whitwell Bert blksmith P A Whitwell & Co r 317 Byers
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Whitwell Ethel A tchr Lafayette School r 1724 Wall
Whitwell Frank B lab r 1724 Wall
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Whitwell Pleasant A (P A Whitwell & Co) r 702 Moffet

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Wiegand Ed r 1312 Byers
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Wiggs Clara Mrs r 116 Short
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Wechselberger John C bartdr Elite Bar r 618 Gray
Wechselberger Nellie clk F W Woolworth & Co r 618 Gray
Wechselberger Otto F (Elite Bar) r 618 Gray
Wedeking Anna r 202 s Mineral
Wedeking Lena seam Newmans r 202 s Mineral
Wedeking Margaret wid John H r 202 s Mineral
Weeks Frank miner opr r 114 N Byers
Weeks Robt B mach r 1502 Sergeant
Weems Victor A sales The Texas Co rms 526 Wall
Weesner Ethel E housekpr Courtland Hotel
Weibert John miner rms 901 Main
Weida Ada C Mrs nurse r 1616 Va
Weidel Ladies Tailoring College 702½ Main Minerva Allen mgr
Weien Michael blksmith McNeal Mach Co r 212 n Connor
Weigand—see Wiegand
Weiler Moses clothing 422 Main r 710 Wall
Weimer—see Wiemer
Weinert Elsie steno L S Dewey r 230 n Wall
Weinert John G carp r 230 n Wall
Weinert Louise student r 230 n Wall

THE JOPLIN NEWS HERALD
Fresh from the wires. Every hamlet, town, camp and city on the Electric System is reached by the News Herald in time for the evening meal. Its mining reports are official.

J. W. Kleinschmidt. A. H. Hemphill.
KLEINSCHMIDT & HEMPHILL
AUTOMOBILE SUPPLIES—GOODRICH AND U. S. TIRES.
Home Phone 286.
Sixth and Wall Streets. JOPLIN, MISSOURI.

A. B. McCONNELL REAL ESTATE CO.
JOPLIN, MO.
115 East 4th St. Phones 178

Weir City Coal Co e 7th and Ry tracks (Villa Heights) T J Fowler propr
Weir Harley F team Martin Trans Co r 1931 Va
Weir Joseph sales White & Allen rms 719 Pearl
Weir Lee H miner bds 2013 Empire
Weir—see also Wier
Weiseman Gus bartdr Galena Bar r 1206 Ky
Weiseman—see also Wiseman
Welch A M carp rms 311 Main
Welch Anna wid DeWitt C r 709 Penn
Welch Chas lab Joplin Gas Co
Welch Chas L grocer 914 w 22d r 2209 Bird
Welch Ed plumber C G Burgess
Welch Harry D mgr R M Welch Grocery Co r 922 e 15th
Welch Henry miner r 709 Penn
Welch Homer G clk C L Welch r 2323 Bird
Welch John C miner r 819 Locust
Welch Levi L miner r 1019 Connor
Welch Nettie r 907 Taylor

Joplin Tobacco Company
Wholesale CIGARS, TOBACCOS and PIPES
506-508 VIRGINIA
Bell Phone 550
Home 390

CENTURY GARAGE
BUICK CARS
214-216 E. 4th St. Home Phone 652; Bell Phone 1787

Welch R M Grocery Co 922 e 15th H S Welch mgr
Welch Robt G miner r E ne cor Maiden Lane
Welch Thos R (Bud) stone mason r 2309 Joplin
Welch—see also Walsh Welsh
Welcome Earl H physician and surgeon 2-7 Aldrich bldg r 1712 Bird
Wellington Bartlett lab r 2308 Pearl
Wellington Linnie I r 2308 Pearl
Wellington Nancy R wid Edwin R grocer 2308 Pearl
Wells Bonnie miner r 1411 Furnace
Wells Byron miner r 1411 Furnace
Wells Catherine V wid Chas F r 2016 Moffet
Wells Chas dep sheriff Court House r 1422 Valley
Wells Chas E mine opr r 2001 Moffet
Wells Chas F tinner F M Wensel r 1921 Connor
Wells Earl B r 2016 Moffet
Wells Ed jigman r Forest se cor 3d
Wells Elizabeth wid Orlando r 1411 Furnace
Wells Eva clk P O Newmans r 2016 Moffet
WELLS FARGO & CO EXPRESS 113 w 4th tels Home 127 Bell 927 C. A Lemmons agt

P. R. Sinclair Coal Co.
WHOLESALE-RETAIL—JOPLIN-WEBB CITY.
Most Complete Fuel Depots in Southern Missouri.
Phones 708.
408 Joplin Street.

KODAKS
Photo Supplies AND Athletic Goods AT
Osterloh's Book Store
312 Main Street
PHONES 268

Warden C R 719 Frisco bldg
Wright Ethel Miss 704 Frisco bldg

NOTIONS

Bullard Bell Co 906 Main
Diehl Simon C 1614 Main
Kresge S S & Co 506-508 Main
Phillips H J 110 Main
Woolworth F W Co 517-19 Main

NURSES

Allen Martha E Mrs 523 W 3d
Babcock T I Miss 1706 Sergeant
Bailey Elizabeth Mrs 520 Central
Barner Carrie 305 S Byers
Botkin Mary O Miss 730 May
DePriest May Mrs 2315 Virginia
Donahoe Anna Dee Miss 43 Gentry Apts
Dow Lenora 216 S Pearl
Dunn S E Mrs 28th and Pearl
Dwyer Mamie Miss 43 Gentry Apts
Farrar Jessie Mrs 621 Gray
Fern Loretta G Miss 43 Gentry Apts
Frederick Ella Mrs 117 N Moffet
Gardner Josephine 217 Grover bldg
Garrett Elizabeth A Miss 714 W 15th
Garrison Mary E Mrs 2131 Sergeant
Geldmacher Frances 1910 Moffet
Henley Sarah E 2512 Kentucky
Hennell Katie 309 S Byers
Hughey Geo W 1912 Byers av
Johnson Harriet A Mrs 1901 Byers
Lytle Mary Miss 607 Sergeant
Kreeger Mary A Mrs 416 W 17th
Lang Ruth Miss 516 W 9th
Lytle Mary Miss 607 Sergeant
Newton Amanda C 2005 Empire av
Page Clara 311 Pearl av
Quinn Flora K Mrs 218 Pearl
Roberts Marie 2325 Penn av
Seiber Lenore Miss 218 N Wall av
Shaffer Sophia Miss 1706 Sergeant
Smith Angie A Miss 1412 Pearl av
Stoop Lizzie Mrs 2809 Joplin
Stark Lula L 2009 Empire av
Wagner Juditha Mrs 1409 North
Warnert Agnes Miss 507 N Pearl
West Anna Mrs 1325 Virginia
Wetherel Elizabeth 624 Joplin

NURSERIES

Salvation Army Day Nursery 309 Pearl av

OFFICE EQUIPMENT

BURROUGHS ADDING MACHINE CO 420 Joplin
JOPLIN PRINTING CO 509-515 Joplin

OFFICE FURNITURE

JOPLIN PRINTING CO 509-515 Joplin

OFFICE OUTFITTERS

JOPLIN PRINTING CO 509-515 Joplin

OFFICE SUPPLIES

JOPLIN PRINTING CO 509-515 Joplin

OIL

Guessenhainer Wm 709 Virginia
JOPLIN OIL CO INC 10th cor Empire
Marathon Oil Co 116 Miners Bank bldg
Sheets J M 709 Virginia
STANDARD OIL CO 1075 Missouri
TEXAS COMPANY THE 5th se cor Cox
Wilhoit E M Oil Co 1109 Missouri
Wyman Oil Fields Corp 426 Frisco bldg

OIL LEASES

Hercules Royalty Co 407 Bartlett bldg
Weidman Hayes M 419 Frisco bldg

OIL REFINERIES

WILHOIT REFINING CO Range Line and Turkey Creek

OIL WELL DRILLS

KEYSTONE DRILLER CO 12th cor Illinois av

OPTICIANS

Allen W Z 2311 Empire
Ames Cecil E 702 Main
Bateman Boyce C 416 W 9th
Dale Martha E Mrs 1005 W 10th
DeCardonville A V 821 Main
Hakan Herbert 211 Frisco bldg
Huddleston G H 207 Bartlett bldg
Jones Oliver G 507½ Main
Luman U G 1807 Main
Ward Optical Co 530½ Main

ORCHESTRAS

Seibert Orchestra 515 Main

ORE BUYERS

AMERICAN METAL CO THE LTD 313-318 Frisco bldg
American Zinc Lead & Smelting Co 215 Joplin
Eagle Picher Lead Co (ore buying dept) 111 W 10th
EDGAR ZINC CO 408 Frisco bldg
Hegeler Zinc C The 106-08 Miners Bank bldg
Illinois Zinc Co 915 Virginia
Joplin Separating Co 217 Miners bldg
McFALL GLENN W 206 Independent bldg
Matthiessen & Hegeler Zinc Co of Missouri 831 Virginia
NORRIS E A & CO 928 Joplin
Quinton Spelter Co 1 Cunningham bldg
ST LOUIS SMELTING & REFINING CO suite 408 Frisco bldg

ORIFICIALIST

SCHREINER J S 713-714 Frisco bldg

ORIENTAL GOODS

Oriental Shop The 620½ Main

OSTEOPATHIC PHYSICIANS

Boswell J L 628 Main
Cox Martha S Mrs 709 Harlem
DICKEY & DICKEY 501 Frisco bldg
Dye Mildred 123 Miners Bank bldg
Ferguson E G 314 Miners Bank bldg
KIBLINGER S B 306-08 Bartlett bldg
Raymond Margaret 605-06 Frisco bldg
Raymond Mildred 605-06 Frisco bldg
Spangler Clyde B 401-02 Frisco bldg
Strickland Ottille M Mrs 702 Main
Zinn F E 401-02 Frisco bldg

OVERALL MANUFACTURERS

Joplin Overall Mfg Co 421 W 3d

OVERSIZED PISTON RINGS AND PINS

MOOMAW ELVIN B 809 Main

PAINTERS

PAINTS, OILS AND GLASS

ANDERSON DRUG CO 702 Main
JACKSON DRUG CO 416 and 610 Main
Morgan Paint & Glass Co 819 Main
SANDFORD BROS MERCANTILE CO 1301 Main
WHEELER & LEFFEN DRUG CO 510 Main

PAPER—WHOLESALE

Osborn Paper Co 1001 Moffet av

PATENT ATTORNEY

EARNSHAW G W 712 Frisco bldg

PAWN BROKERS

Carmon Luada A 117 Main
Radunsky Joseph 916 Main
Yelvington James W 211 Main

PHONOGRAPHS

McMILLAN MUSIC CO (THE) 715 Main

PHOTO SUPPLIES

Balding Frank 635 Main
JACKSON DRUG CO 416 and 610 Main
King John W 623 Main

PHOTOGRAPHERS

Abrams Studio 507 Main
Davis George S 1044 Main
Fleming Jeanette Mrs 113½ W 4th
Head Lee S 502½ Main
McGuire D B Mrs 314 Main
Rembrandt Studio 802½ Main
Wingo Studio 521 Main
Wright J Louis 617 Broadway

PHYSICIANS

Aiken S Walker 314 N Pearl
Amos Robt W 424½ Main
Bailey Wm L 628 Main
Balsley Clyde M 2009 Grand av
Barber Arch L 2127 Jackson av
Barker J W 502½ Main
Barson John W 202 Sergeant
Bateman Martin B 1608 Pearl av
Bennett C E 832½ Main
BROOKSHIRE WM H 801-802 Frisco bldg
Bruton Jesse 2509 Penn av
Carpenter A L 614½ Main
Chapman Thomas E 230 Frisco bldg
Chenoweth J Albert 201 Frisco bldg
Chenoweth Lincoln C 201 Frisco bldg
CLARK A BENSON 16-17 Aldrich bldg
Clement W R 516½ Main
Cline Wm B 412 E 4th
Coombs Miller O 230 Frisco bldg
Craig W E 215 Frisco bldg

9–127

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

258

[D1–578]

FOURTEENTH CENSUS OF THE UNITED STATES: 1920—POPULATION

STATE Missouri
COUNTY Jasper
TOWNSHIP OR OTHER DIVISION OF COUNTY Galena Township [Insert proper name and, also, name of class, as township, town, precinct, district, hundred, beat, etc. See instructions.]
NAME OF INSTITUTION X [Insert name of institution, if any, and indicate the line on which the entries are made. See instructions.]

SUPERVISOR'S DISTRICT NO. 13
ENUMERATION DISTRICT NO. 50
SHEET NO. 7. A

NAME OF INCORPORATED PLACE Joplin City [Insert proper name and, also, name of class, as city, village, town, or borough. See instructions.]
WARD OF CITY 9th Voting Precinct
ENUMERATED BY ME ON THE 12th DAY OF January 1920. Edwin J Longenecker ENUMERATOR.

PLACE OF ABODE.				NAME of each person whose place of abode on January 1, 1920, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on January 1, 1920. Omit children born since January 1, 1920.	RELATION.	HOME OWNED or RENTED	If owned, free or mortgaged	PERSONAL DESCRIPTION.				CITIZENSHIP.			EDUCATION.			NATIVITY AND MOTHER TONGUE. Place of birth of each person and parents of each person enumerated. If born in the United States, give the state or territory. If of foreign birth, give the place of birth and, in addition, the mother tongue. (See instructions.)						Whether able to speak English	OCCUPATION.			
																		PERSON.		FATHER.		MOTHER.							
Street, avenue, road, etc.	House number or farm, etc. (See instructions.)	Number of dwelling house in order of visitation.	Number of family in order of visitation.		Relationship of this person to the head of the family.			Sex.	Color or race.	Age at last birthday.	Single, married, widowed, or divorced.	Year of immigration to the United States.	Naturalized or alien.	If naturalized, year of naturalization.	Attended school any time since Sept. 1, 1919.	Whether able to read.	Whether able to write.	Place of birth.	Mother tongue.	Place of birth.	Mother tongue.	Place of birth.	Mother tongue.		Trade, profession, or particular kind of work done, as spinner, salesman, laborer, etc.	Industry, business, or establishment in which at work, as cotton mill, dry goods store, farm, etc.	Employer, salary or wage worker, or working on own account.	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
North Longfellow Ave	303	158	163	Wilkerson Lon D.	Head	O		M	W	41	M					yes	yes	Missouri		Missouri		Missouri		yes	Owner	Billiard Hall	Emp.	1902
				— Winnie	wife			F	W	37	M					yes	yes	Missouri		France	French	Missouri		yes	None			2
				— Betty J	Daughter			F	W	1 3/12	S							Missouri		Missouri		Missouri			None			3
			165	Wolf Ray	Head	R		M	W	29	M	1908	Na	1920		yes	yes	England	English	England	English	England	English	yes	Hatter	Cleaning & W		3970 4442
				— Hilda M	wife			F	W	23	M	1905	Na	1907		yes	yes	Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish	yes	None			5
				— Charles D.	son			M	W	2 2/12	S							Missouri		England	English	Russia Poland	Jewish		None			6
				— Howard B.	son			M	W	7/12	S							Missouri		Eng Land	English	Russia Poland	Jewish		None			7
				Miller Fannie	Mother in Law			F	W	47	Wd	1905	Na	1907		yes	yes	Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish	yes	None			8
				— Benjamin	Brother in Law			M	W	10	S				yes			Russia Poland	Jewish	Russia Poland	Jewish	Russia Poland	Jewish		None			9
North Longfellow Ave	301	159	165	Marshall Howard	Head	O	F	M	W	39	M					yes	yes	Pennsylvania		Pennsylvania		Pennsylvania		yes	Trav. Salesman	Adv. Co.	W	10 1708
				— May M.	wife			F	W	30	M					yes	yes	Florida		Texas		Maine		yes	None			11
				— Helen M.	Daughter			F	W	8	S				yes			Missouri		Pennsylvania		Florida			None			12
				Martin Claude W.	Father in Law			M	W	69	Wd					yes	yes	Texas		United States		United States		yes	Manager	Lumber Co	Emp.	13 776
				— Nellie A	Mother in Law			F	W	51	M					yes	yes	Maine		Maine		Maine		yes	None			14
			166	James Edward J.	Head	R		M	W	45	M					yes	yes	Texas		Tennessee		Tennessee		yes	Operator	Lead Mine	Emp. O.A.	15 078
				— Flory M.	wife			F	W	41	M					yes	yes	Texas		Tennessee		Texas		yes	None			16
				— Beatrice A	Daughter			F	W	18	S				yes	yes	yes	Oklahoma		Texas		Texas		yes	None			17
West 8th St.	309	160	167	Reed William J.	Head	R		M	W	49	M					yes	yes	Iowa		Indiana		Indiana		yes	Laborer	Lead mine	W	18 088
				— Lena E.	wife			F	W	46	M					yes	yes	Missouri		Kentucky		Illinois		yes	None			19
				— Mary M	Daughter			F	W	20	S				no	yes	yes	Missouri		Iowa		Missouri		yes	None			20
				Cooper Mary J.	Mother in Law			F	W	79	Wd					yes	yes	Illinois		Kentucky		Kentucky		yes	None			21
				— Estel E.	Niece			F	W	20	S				no	yes	yes	Missouri		Illinois		Indiana		yes	Book Keeper	Poultry Farm	O & W	22 988
W. 3rd St.	328	161	168	Allen Ellen M.	Head	R		F	W	54	Wd					yes	yes	United States		United States		United States		yes	Nurse	Priv. Family	W	23 936
			169	Keeler Thomas A	Head	R		M	W	28	M					yes	yes	Kansas		Missouri		Missouri		yes	Shipping Clerk	Rubber Co	W	24 990
				— Vivian A.	wife			F	W	25	M					yes	yes	Ar Kansas		Missouri		Indiana		yes	None			25
				— James E.	Son			M	W	6	S				no			Missouri		Kansas		Ar Kansas			None			26
N. Moffet	117	162	170	Weiks Frank E.	Head	O	M	M	W	40	M					yes	yes	Illinois		New York		Iowa		yes	Operator	Lead mine	Emp.	27 078
				— Herman L.	wife			F	W	30	M					yes	yes	Iowa		Iowa		Iowa		yes	None			28
				— Harvey E.	Son			M	W	7	S				yes			Missouri		Illinois		Iowa			None			29
				— Frank J Jr.	Son			M	W	10/12	S							Missouri		Illinois		Iowa			None			30
				Frederick Ellen	Nurse			F	W	55	M					yes	yes	United States		United States		United States		yes	Nurse	Priv. Family	W	31 936
North Longfellow Ave	223	162	171	Hosmer Allen E.	Head	O	F	M	W	29	M					yes	yes	Missouri		United States		United States		yes	Manager	Coal Co	Emp.	32 751
				— Christine G.	wife			F	W	25	M					yes	yes	Kansas		West Virginia		Illinois		yes	None			33
				— Allen G.	Son			M	W	3 7/12	S							Kansas		Missouri		Kansas			None			34
	221	164	172	Rothschild Benjamin	Head	O	M	M	W	47	M					yes	yes	New York		Russia Poland	Hebrew	Russia Poland	Hebrew	yes	Merchant	Scrap Iron	Emp.	35 773
				— Estel	wife			F	W	42	M	1890	Na	1900		yes	yes	England	Hebrew	England	N. Brew	England	Hebrew	yes	None			36
	219	165	173	Nulz James F.	Head	O	F	M	W	21	M					yes	yes	Kansas		United States Missouri		United States Pennsylvania		yes	Carpenter	Repair Shop	O.A.	37 148
				— Pauline R.	wife			F	W	20	M				no	yes	yes	Missouri		Missouri		Missouri		yes	None			38
	215	166	174	Nulz Theodore W.	Head	O	F	M	W	69	M					yes	yes	Missouri		Pennsylvania		Kentucky		yes	None			39
				— Alice M.	wife			F	W	60	M					yes	yes	Pennsylvania		Pennsylvania		Pennsylvania		yes	None			40
				— Ralph T.	Son			M	W	25	S					yes	yes	Kansas		Missouri		Pennsylvania		yes	Mechanic	Auto Sales Co	W	41 378
				— Matilda A	Daughter			F	W	28	S					yes	yes	Kansas		Missouri		Pennsylvania		yes	Book Keeper	Auto Sales Co	W	42 988
				— Marston	Son			M	W	14	S				yes	yes	yes	Missouri		Missouri		Pennsylvania		yes	None			43
West A St.	618	167	175	McGaughey Hugh D.	Head	R		M	W	38	M					yes	yes	Kansas		Pennsylvania		Illinois		yes	Physician	Gen Prac.	Oa	44 858
				— Sadie E.	wife			F	W	37	M					yes	yes	Kansas		Canada English		Ohio		yes	None			45
				— Francis J.	Son			M	W	10	S				yes			Kansas		Kansas		Kansas			None			46
				— Druva A.	Daughter			F	W	6	S				yes			Kansas		Kansas		Kansas			None			47
	611	168	176	Henry Clarence A.	Head	R		M	W	30	M					yes	yes	Missouri		Kentucky		Missouri		yes	Agent	Express Co.	W	48 660
				— Irene	wife			F	W	23	M					yes	yes	United States		Ohio		Ohio		yes	None			49
				— James A	Son			M	W	5	S							Kansas		Missouri		Kansas			None			50

16—9166

MAIN STREET GARAGE
COMPLETE MACHINE SHOP ACCESSORIES
1517-19 MAIN ST.
Phone 531

McNEAL MACHINERY CO.
MINE AND MILL EQUIPMENT
Third and Joplin Phone 424

Fracalossi George C r 119 W 21st
Frahan Wm night watchman Brand-Dunwoody Milling Co r Duquesne
Frakes James W (Josie) farmer r 1919 E 7th
Fram Robt S (Bess) trav sales r 222 N Byers av
Francis Belle wid Willis r 1414 Hill
Francis Frank L emp Joplin Supply Co r Duenweg
Francis Wm J lab r 1201 Illinois av
Frank Hiram (Flora) popcorn r 817 Penn av
FRANK JOHN P pres and treas The Frank-Sievers Undertaking Co r 206 N Wall
FRANK-SIEVERS UNDERTAKING CO (THE) J P Frank pres-treas J J Gees sec 4th nw cor Wall tels 167 and 1588 (see left top lines and page 40)
Franklin Alex r 912 Furnace
Franklin Etta emp L S Boucher Cigar Co r 519 N Mineral av
Franklin L A v-pres Joplin Grocer Co r Los Angeles Calif
Franklin Motor Car Co A L Caulkins mgr 110 Joplin av
Franklin Orville M (Helen) solcr Joplin Steam Laundry Co r 1906 Virginia av
Franklin Otis B (Myrta) treas Joplin Grocer Co r 15 Robertson Apts
Franklin Richard W (Vera) press r 2630 E 5th
Franklin School J E McNally prin 1310 Wall
Franklin Willie tchr Columbia School
Frankovich George N carp r 1117 Sergeant av
Frankovich John H r 1117 Sergeant av
Franks Clint N r 1506½ Main
Franks Helen Miss r 605 N Pearl av
Franks Thos J (May) (Franks & Danglade) pres St Louis-Joplin Lead and Zinc Co r 605 N Pearl av
Franks & Danglade (T J Franks F H Danglade) mining 14 Cunningham bldg
Frantz Louis emp James-Redell Ice Co r 824 Moffet av
FRATERNAL AID UNION E B and Mrs E B Archer dist mgrs tel 1451 303 Frisco bldg
Fraternal Aid Union No 1026 Mrs Lizzie Isbell sec 303 Frisco bldg
Fraternal Order of Eagles 1405½ Main
Fraud John (Katherine) r 711 W 1st
Frazier Bessie J Miss r 811 Monroe av
Frazier Walter tmstr Fifty-Fifty Coal Co r 1006 Connor av
Freas John A (Helen) r 817 Empire av
Frederick Cora wid Thomas r 1214 Iowa av
Frederick Ella Mrs nurse r 117 N Moffet av
Frederick Philip (Allie) r 712 Hill
Free Mary J wid Absolom P r 808 Sergeant av
FREE PUBLIC LIBRARY Frances H Swanwick librarian Wall nw cor 9th
Freedle David (Pearl) emp J H Maddy & Son r 307 Byers av
Freeland Ray S (Elizabeth) clk P O r 809 Jackson av
Freeman Alma L wid Orley A r 2102 Byers av
Freeman Amos H mine opr r 1716 Pearl av
Freeman Benj E (Autie) printer r 1127 Jackson av

J. H. MAGILL LUMBER CO.
Successor to JOPLIN HOUSEWRECKING CO
J. H. MAGILL, President
Lumber, Shingles, Doors, Windows, Roofing, Etc.
1220 Wall St. Phone 381

LESHNICK DIRECTORY CO.
Publishers of City Directories in Illinois, Missouri, Kansas, Iowa and Wisconsin

Freeman Catherine Miss student r 2008 Sergeant av
Freeman C V Mrs housekpr r 621 W 4th
Freeman Delpha student r 740 Range Line rd
Freeman Edward D (Ona) r 532 Joplin av
Freeman Fletcher O (Anna) mine opr r 1616 Wall
Freeman Harvey r 740 Range Line rd
Freeman Hilton M student r 1127 Jackson av
Freeman Howard r 740 Range Line
Freeman James A lab Peara Products Co r B and Moffet
Freeman James A (Grace F) sales C M Ritchey r 301 N Moffet av
Freeman James C (Mabel) cook r 1928 Ohio av
Freeman John F (Jennie) emp Oxide Plant r 740 Range Line rd
Freeman John W (Florence) (Freeman Realty Co r 2008 Sergeant av
Freeman Laura Miss r 124½ Main
Freeman Orville V emp Oxide Plant r 740 Range Line rd
Freeman Paul W (Gertrude) (Freeman Realty Co) r 2020 Sergeant
Freeman Realty Co (J W and P W Freeman) 107 W 14th
Freeman Sallie wid Amos r 503 Penn av
Freeman Sarah wid H J r 215 E 3d
Frell Anna Miss r 1047 Penn av
French Joseph mech Nutz Bros r 1041 Joplin av
French Virgia A wid T L bread racker Junge Baking Co r 910 W 19th
French Willis emp Christman's r 2635 E 3d
Fresh James E r 824 Spring
Fresh Jesse C sales Machinery & Supply Corp r 824 Spring
Freshner Frank (Anna) miner r 1203 Penn av
Freshner Kimball lab r 1203 Penn av
Fretwell Walter J (Minnie) brick lyr r E 8th and Ozark
Frevert Frederick E music tchr r 602 N Joplin av
Freyschlag Edward E with R W Freyschlag r 320 Moffet av
Freyschlag Ralph W (Kathleen) mgr Sherman & Ellis r 320 Moffet av
Frick Ellen wid Jacob r 1722 Sergeant av
Friedheim Sidney A (Letetia) trav sales r 2430 Penn av
Friedheim Volmer H clk New System Grocery r 2430 Penn av
Friend Arthur C (Pearl) miner r 1922 Wall
Friend David N (Alice M) fieldman Playter Bros r 632 Picher av
Friend Della Mrs r 423 N Jackson av
Friend Ella R Miss student r 423 N Jackson av
Friend Fred (Emma) carp r 1002 Taylor av
Friend James (Frances) shoe repr 1437 Perkins
Friend Jeff (Lulu) restaurant 1422 Perkins r same
Friend John (Mary) hoisterman r 2124 W 5th
Friend Ruth Miss roller L S Boucher Cigar Co r 2612 Virginia av
Friend Robert C dep int rev coll r 126 S Pearl av
Friend Tempa J wid James r 2819 Joplin av
Frink Dwight W (Edith) emp Eagle Picher Lead Co r 211 Winfield
Frisbie Anna E r 1301 Illinois av
Frisbie Otis (Nellie) lab r 1301 Illinois av
Frisby Magdaline Miss emp Mrs Joe Trice r 311 Penn av
Frisco Building Main se cor 6th

THE WARING & WILLIAMS LABORATORIES
INDUSTRIAL AND ANALYTICAL CHEMISTS
PUBLIC ANALYSTS AND ASSAYERS

PHONE 786
For Anything in REAL ESTATE See
ROBINSON
Room 304 Frisco Bldg.

Form 15-6

DEPARTMENT OF COMMERCE—BUREAU OF THE CENSUS

FIFTEENTH CENSUS OF THE UNITED STATES: 1930

POPULATION SCHEDULE

State Missouri — County Jasper — Township or other division of county Galena Twp — Incorporated place Joplin City — Ward of city 9th Precinct — Block No. — Unincorporated place — Institution — Enumeration District No. 49-11 — Supervisor's District No. 13th Mo — Sheet No. 17-A

Enumerated by me on April 14 & 15, 1930. Mrs. Mayme Miller, Enumerator.

Place of abode: Dwelling-house number (in order of visitation)	Place of abode: Number of family (in order of visitation)	Name of each person whose place of abode on April 1, 1930, was in this family. Enter surname first, then the given name and middle initial, if any. Include every person living on April 1, 1930. Omit children born since April 1, 1930	Relation: Relationship of this person to the head of the family	Home data: Home owned or rented	Home data: Value of home (if owned) or monthly rental (if rented)	Home data: Radio set	Personal description: Sex	Personal description: Color or race	Personal description: Age at last birthday	Personal description: Married, widowed, divorced, or never married	Education: Attended school or college any time since Sept. 1, 1929	Education: Whether able to read and write	Place of birth: Person	Place of birth: Father	Place of birth: Mother	Mother tongue (or native language) of foreign born	Citizenship: Year of immigration to the United States	Citizenship: Naturalization	Citizenship: Whether able to speak English	Occupation and industry: Trade, profession, or particular kind of work, as cotton spinner, salesman, fireman, preacher, teacher, etc.	Occupation and industry: Industry or business, as cotton mill, grain elevator, shipyard, public school, etc.	Occupation and industry: Code	Occupation and industry: Class of worker	Employment: Whether actually at work yesterday (or last regular working day)	Employment: If not, time number on Census Enumeration Schedule	Veterans: Whether a veteran of U. S. military or naval forces	Veterans: What war or expedition	Veterans: Number of farm schedule	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	
1	110	366	397	Bryant Ivie M.	Head H	O	4000		No	F	Wr	62	Wd	25	No	Yes	Ohio	Ohio	Ohio			59	Yes	Bond Sales Lady	Empire Electric Co	8483	Wr	Yes					1
2	110	366	398	Sullivan Verta	Head H	R	24		No	F	Wr	31	M	20	No	Yes	Missouri	Missouri	Tennessee			66	Yes	Seamstress	Ready to Wear	7710	Wr	Yes					2
3				— Mary L.	Daughter					F	Wr	9	S		Yes	Yes	Missouri	Missouri	Missouri			66	Yes										3
4	114	367	399	Blake Ross	Head	R	36	R	No	M	Wr	27	M	29	No	Yes	Missouri	Ohio	Ohio			66	Yes	Superintendent	Mines	7376	Wr	Yes		Yes	SP		4
5				— Elmer	wife H					F	Wr	26	M	18	No	Yes	Missouri	Missouri	Missouri			66	Yes	None									5
6				Nora Pearl Virginia	Daughter					F	Wr	20	M	20	No	Yes	Missouri	Missouri	Missouri			66	Yes	Bookkeeper	Packing Motor Co	1890	Wr	Yes					6
7	112	368	400	Winter George	Head	O	8000	R	No	M	Wr	45	M	27	No	Yes	Ohio	Ohio	Connecticut			59	Yes	Teacher	Of Voice	2700	O	Yes		No			7
8				— Maye H.	wife H					F	Wr	50	M	30	No	Yes	New Jersey	Massachusetts	New York			57	Yes	Teacher	Of Music	2700	O	Yes		No			8
9				— Catherine	Daughter					F	Wr	16	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										9
10				— Iris	Daughter					F	Wr	13	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										10
11				— Elizabeth	Daughter					F	Wr	10	S		Yes	Yes	Missouri	Ohio	New Jersey			66	Yes										11
12	317	369	401	Orcus Wilbur D.	Head	O	10000	R	No	M	Wr	49	M	25	No	Yes	Tennessee	Virginia	Tennessee			81	Yes	Lawyer		5799	O	Yes		No			12
13				— Myrtle	wife H					F	Wr	54	M	18	No	Yes	Illinois	Illinois	Mountcalm			61	Yes	Nurse									13
14				— Wilbur S.	Son					M	Wr	30	S	19	No	Yes	Missouri	Tennessee	Illinois			66	Yes	Operator	Mines	7376	W	Yes		No			14
15				— Wilbur S. Jr	Grandson					M	Wr	10	S		Yes	Yes	Missouri	Missouri	Missouri			66	Yes										15
16	218	370	402	Hank Francis H.	Head H	O	15000		No	F	Wr	42	Wd	20	No	Yes	Missouri	Missouri	Illinois			66	Yes	None									16
17				— Emily	Daughter					F	Wr	16	S		Yes	Yes	Missouri	Ohio	Missouri			66	Yes										17
18				— Edna	Daughter					F	Wr	13	S		Yes	Yes	Missouri	Ohio	Missouri			66	Yes										18
19	117	371	403	Meeks Frank E	Head	O	15000	R	No	M	Wr	50	M	30	No	Yes	Illinois	New York	New Jersey			61	Yes	Proprietor	Mining	7276	E	Yes		No			19
20				— Herman L.	wife H					F	Wr	40	M	20	No	Yes	Iowa	Iowa	New York			65	Yes	None									20
21				— Harvey C	Son					M	Wr	17	S		Yes	Yes	Missouri	Illinois	Iowa			66	Yes										21
22				Jeanette Ruth	Boarder					F	Wr	25	S		No	Yes	Missouri	Germany	Germany			66	13	O	Yes	Maid	Private Family	9596	Wr	Yes					22
23	114	372	404	Sadow Carl	Head	R	50	R	No	M	Wr	41	M	30	No	Yes	Russia	Russia	Russia			35	19	V	1911	Mgr	Store	2269	O	Yes		No			23
24				— Frida	wife H					F	Wr	31	M	24	No	Yes	Poland	Poland	Poland	Jewish		35	19	V	1921	No	None								24
25				— Dorothy	Daughter					F	Wr	6	S		Yes		Illinois	Russia	Poland			41	19	O										25
26				— Pearl	Daughter					F	Wr	5	S		No		Illinois	Russia	Poland			41	19	O										26
27	317	373	405	Smith Joseph M.	Head	R	35	R	No	M	Wr	34	M	21	No	Yes	Nebraska	United States	United States			69			Yes	Asst Manager	Department Store	8398	Wr	Yes		No			27
28				— Eunice K.	wife H					F	Wr	34	M	21	No	Yes	Nebraska	United States	United States			69			Yes	None									28
29	317	374	406	Rodgers Edith G.	Sister In	R	30		No	F	Wr	24	M	21	No	Yes	Texas	United States	Indiana			89			Yes	Book Keeper	Economy Store	6790	Wr	Yes					29
30				— Edwards Richard	Lodger				No	M	Wr	29	S		No	Yes	Arkansas	Arkansas	North Carolina			84			Yes	Salesman	Auto Sales	4589	Wr	Yes		No			30
31	207	376	408	Gregerson Agnes	Child H	O	3600		No	F	Wr	44	Wd	18	No	Yes	Kansas	Sweden	Missouri			70	06	I	Yes	Furniture	Repairing Cleaning	7798	Wr	Yes					31
32				Colvin Sylvia K.	Lodger					F	Wr	23	M	1	No	Yes	Missouri	United States	United States			66			Yes	Nurse	Private Family	9596	Wr	Yes					32
33		376		Beavers Eliza O.	Lodger					F	Wr	23	S		No	Yes	Arkansas	Alabama	Tennessee			84			Yes	Waitress	Coffee Shop	6194	Wr	Yes					33
34				Flaumoger Edward S	Lodger					M	Wr	37	S		No	Yes	Missouri	Denmark	Illinois			66	07	I	Yes	Salesman	Publishing Co	4548	Wr	Yes		Yes	WW I		34
35				Harrison Frank K	Lodger					M	Wr	52	D	29	No	Yes	Indiana	Virginia	Virginia			60			Yes	Realestate		6296	Wr	Yes		No			35
36	313			La Gourette Cornelia	Lodger					F	Wr	75	Wd		No	Yes	Newyork	Newyork	Newyork			56			Yes	None									36
37		317	407	McConnell C. N.	Head	R	32.50	R	No	M	W	41	M	21	No	Yes	Iowa	Iowa	Ohio			65			Yes	Janitor								37
38				— Bertie	Wife H					F	W	38	M	21	No	Yes	Kansas	Kansas	Oklahoma			70			Yes	Operator	Beauty Shop	7899	O	Yes		No			38
39				Thomas Helen	Lodger					F	W	16	S		No	Yes	Kansas	Kansas	Oklahoma			70			Yes	Operator	Beauty Shop	7896	W	Yes					39
40	320			Rogan Catherine C.	Head	R	175	R	No	F	W	45	Wd		No	Yes	Newyork	Vermont	Newyork			36			Yes	Nurse	Hospital	6192	Wr						40
41				Eppinga Mary K.	Servant					F	W	36	S		No	Yes	Pennsylvania	Pennsylvania	U.S.			52			Yes	Servant	Private Family	8546	W						41
42																																	42
43																																	43
44																																	44
45																																	45
46																																	46
47																																	47
48																																	48
49																																	49
50																																	50

ABBREVIATIONS TO BE USED IN COLUMNS INDICATED: [Use one abbreviation for State or country of birth or for mother tongue (Columns 18, 19, 20, and 21).]

Col. 6—Indicate by the letter O or R whether the home is owned or rented by the head of the family in which this person is living on April 1, 1930.

Col. 7—Owned ..... H
Rented ..... R

Col. 8—Radio set ..... R
Make no entry for radio sets being sold from stock.

Col. 9—Indicate by the letter M or F whether male or female.

Col. 10—Male ..... M
Female ..... F

Col. 12—White ..... W
Negro ..... Ne
Mexican ..... Mex
Indian ..... In
Chinese ..... Ch
Japanese ..... Jp
Filipino ..... Fil
Hindu ..... Hin
Korean ..... Kor
Other races, spell out in full

Col. 14—Single ..... S
Married ..... M
Widowed ..... Wd
Divorced ..... D

Col. 23—Naturalized ..... Na
Foreign-born ..... Fo
Alien ..... Al

Col. 27—Employer ..... E
Wage or salary worker ..... W
Working on own account ..... O
Unpaid worker, member of the family ..... UW

Col. 31—World War ..... WW
Spanish-American War ..... Sp
Civil War ..... Cw
Philippine Insurrection ..... Phil
Boxer Rebellion ..... Box
Mexican Expedition ..... Mex

ENTRIES ARE REQUIRED IN THE SEVERAL COLUMNS AS FOLLOWS:

Cols. 6, 12, 13, 14, 15, 16, 17, 20, and 25—For all persons.
Cols. 7, 8, 9, and 18—For heads of families only. (Col. 7 requires no entry for a farm.)
Col. 10—For married persons only.
Col. 17—For all persons 10 years of age and over.
Cols. 21, 22, and 23—For all foreign-born persons.
Col. 24—For all persons 10 years of age and over.
Cols. 26, 27, and 28—For all persons for whom no occupation is reported in Col. 25.
Col. 30—For all males 21 years of age and over.


11
WEST A ST.
N. MOFFET AV.
N. BYERS AV.
N. PEARL AV.
N. WALL AV.
WILSON & HUTTON'S 2ND ADD'N
WILSON ADD'N
HUTTON'S 1ST ADD'N
CHRISTMANS ADD'N
MURPHYSBURG TOWN CO'S
W. 1ST ST.
PARK PLACE ALLOTMENT
MERIDIAN
MURPHYSBURG
HERRMAN LUMBER & CEMENT
W. 2ND ST.
S. MOFFET AV.
S. BYERS AV.
S. PEARL AV.
S. WALL AV.
W. 3RD ST.
Scale of Feet.
19
20

Mrs. Frederic Wilber

The body of Mrs. Fannie Wilber, 98, widow of Frederic Wilber, who died last Saturday in St. Louis, was placed in Oak Crest Abbey Park cemetery, this afternoon following a brief service at the Mausoleum conducted by the Rev. E. A. Neimeyer, pastor of the First Methodist church.

Funeral services for Mrs. Wilber were Tuesday at the Alexander & Sons Town Chapel, St. Louis.

Mrs. Wilber was born Nov. 4, 1867, in Iowa and when she was six years old her father, Howard Lee, went to Kansas. Later Mr. Lee came to Carthage and made his home here until his death about 40 years ago.

Mr. and Mrs. Wilber were residents of Joplin a number of years prior to going to St. Louis 50 years ago. Mr. Wilber died in 1934 in St. Louis.

Mrs. Wilber was one of the few person who during her life time traveled both by covered wagon and by jet plane. The Lee family made the trip from Iowa to Kansas by covered wagons and about six years ago Mrs. Wilber made a trip by jet to California.

She is survived by a daughter, Mrs. John M. Bowlin, St. Louis. Mr. and Mrs. Bowlin and their close friends, Mr. and Mrs. Richard J. Boatman, Indianapolis, Ind., came here for the committal services.

Bodies of Mr. Lee, Frederic Wilber and his parents, Mr. and Mrs. Henry Wilber were placed in Oak Crest Abbey following the death of each.

NewspaperArchive by Storied

Carthage Evening Press, April 20, 1966 Pg. 8, Carthage, Missouri, US
https://newspaperarchive.com/carthage-evening-press-apr-20-1966-p-8/

MISSOURI DIVISION OF HEALTH – STANDARD CERTIFICATE OF DEATH

DEPARTMENT OF PUBLIC HEALTH AND WELFARE

66 0018134 STATE FILE NUMBER

Registration District No. 318 Primary Registration District No. 1003 Registrar's No. 3999

FILED APR 28 1966

DO NOT WRITE ON THIS STUB — AMENDED

VS 300 Rev. 4/59

1
2 20
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4 1
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86

USE BLACK INK OR TYPEWRITER RIBBON

AMENDMENTS ON THIS RECORD ARE AS FOLLOWS — DATE AMENDED 2 — ITEM NO. — SHOULD READ — INSTEAD OF — BY AFFIDAVIT OF — DOCUMENT

1. PLACE OF DEATH
a. COUNTY
b. CITY (If outside corporate limits, give TOWNSHIP only) OR TOWN ST LOUIS
Length of stay in 1b: 34 YEARS
c. FULL NAME OF (If NOT in hospital, give location) HOSPITAL OR INSTITUTION PARKSIDE MANOR
Inside Limits: Yes ☑ No ☐

2. USUAL RESIDENCE (Where deceased lived. If institution: Residence before admission)
a. STATE MISSOURI b. COUNTY
c. CITY OR TOWN ST. LOUIS
Inside Limits: Yes ☑ No ☐
d. STREET ADDRESS (If outside, give location) 6233 WESTMINSTER
Reside on Farm: Yes ☐ No ☑

3. NAME OF DECEASED (Type or print): First FANNIE Middle L Last WILBER
4. DATE OF DEATH: Month APRIL Day 16 Year 1966
5. SEX: FEMALE
6. COLOR OR RACE: WHITE
7. Married ☐ Never Married ☐ Widowed ☑ Divorced ☐
8. DATE OF BIRTH: 11/4/1867
9. AGE (last birthday): 98
IF UNDER 1 YEAR: Months Days
IF UNDER 24 HR: Hours Min.
10a. USUAL OCCUPATION (Give kind of work done during most of working life, even if retired): HOUSEWIFE
10b. KIND OF BUSINESS OR INDUSTRY
11. BIRTHPLACE (City and state or country): IOWA
12. CITIZEN OF WHAT COUNTRY: U.S.A
13a. FATHER'S NAME: HOWARD LEE
13b. MOTHER'S MAIDEN NAME: MARTHA JEFFERS
14. NAME OF HUSBAND OR WIFE: F.A. WILBER
15. WAS DECEASED EVER IN U.S. ARMED FORCES? (Yes, no, or unknown) NO (If yes, give war or dates of service)
16. SOCIAL SECURITY NO.
17. INFORMANT: JANE BOWLIN Address: 6233 WESTMINSTER

MEDICAL CERTIFICATION

18. CAUSE OF DEATH (Enter only one cause per line for (a), (b), and (c).)
PART I. DEATH WAS CAUSED BY:
IMMEDIATE CAUSE (a): Uremia - Cardio vascular renal sclerosis — INTERVAL BETWEEN ONSET AND DEATH: time 2/25/66
DUE TO (b): Fracture hip-(R) 2-25-66
Conditions, if any, which gave rise to above cause (a), stating the underlying cause last.
DUE TO (c): Pt was 98 yrs old.

PART II. OTHER SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH but not related to the terminal disease condition given in PART I (a): 904.02

PART III. If deceased was female was there a pregnancy in last 90 days. ☐ Yes ☑ No ☐ Unknown

Ok Alex D. Taylor 4-19-66 Coroner

19. WAS AUTOPSY PERFORMED? YES ☐ NO ☑
20a. ACCIDENT ☑ SUICIDE ☐ HOMICIDE ☐
20b. DESCRIBE HOW INJURY OCCURRED. (Enter nature of injury in PART I or PART II of item 18.): Fell at home
20c. TIME OF INJURY Hour a.m. p.m. Month, Day, Year: 2-25-66
20d. INJURY OCCURRED WHILE AT WORK ☐ NOT WHILE AT WORK ☐
20e. PLACE OF INJURY (e.g., in or about home, farm, factory, street, office bldg., etc.): Home
20f. CITY, TOWN, OR LOCATION COUNTY STATE

21. I attended the deceased from 1947 to time of death and last saw her/him alive on 4/12/66
Death occurred at 11:15 PM Parkside Manor Nursing Home on the date stated above, and to the best of my knowledge, from the causes stated.

22a. SIGNATURE (Degree or title): Charles N. Dedeen MD
22b. ADDRESS: Queeny Tower Barnes Hospital
22c. DATE SIGNED: 4/18/66

23a. BURIAL, CREMATION, REMOVAL (Specify): REMOVAL
23b. DATE: 4/20/1966
23c. NAME OF CEMETERY OR CREMATORY: PARK MAUSOLEUM
23d. LOCATION (City, town, or county) (State): CARTHAGE MISSOURI

24. FUNERAL DIRECTOR: STOCK MART ADDRESS: 9825 HALLSFERRY
25. DATE RECD. BY LOCAL REG.: APR 28 1966
26. REGISTRAR'S SIGNATURE: Neal Smith M.D.

(Licensed Embalmer's Statement on Reverse Side)

Name:	Frederick A. Wilber
Birth Date:	1 March 1870
Birth Place:	Windham, Rockingham County, New Hampshire, United States of America
Death Date:	22 March 1934
Death Place:	Saint Louis, St. Louis County, Missouri, United States of America
Cemetery:	Park Cemetery
Burial or Cremation Place:	Carthage, Jasper County, Missouri, United States of America
Has Bio?:	Y
Father:	Henry Wilber
Mother:	Althea Rosea Wilber
Spouse:	Fannie L. Wilber
Children:	Martha Bowlin
URL:	https://www.findagrave.com/mem...

Source Information
Ancestry.com. *U.S., Find A Grave Index, 1600s-Current* [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2012.

Original data: *Find A Grave*. Find A Grave. http://www.findagrave.com/cgi-bin/fg.cgi.

Name:	Frederic A. Wilber
Gender:	Male
Death Age:	64
Birth Date:	about 1870
Residence Place:	St. Louis
Death Date:	About 1934
Death Place:	6644 Washington avenue
Burial Place:	Carthage, MO.
Obituary Date:	25 March 1934
Obituary Place:	St. Louis, Missouri, United States of America
Spouse:	Fannie Lee Wilber
Child:	Martha Lee Wilber
Siblings:	Burton Wilber

FRANK EDWARD WEEKS
Biography

Frank Edwards Weeks, born August 7, 1879, in Rockford, Illinois was the youngest child of a wealthy Chicago family. His father, Harvey Thomas Weeks (November 20,1842-January 9, 1920) was a veteran of the Civil War. He was involved in real estate, banking and politics.

Frank's mother was Joan Elizabeth Marcy Weeks (1843-1920. Together Harvey and Joan Weeks had four children: Gilbert Marcy Weeks (1871-1920), Martha Olive (Patti) Weeks (1876-1962), Harvey Thomas Weeks (1877-1914) and Frank.

During my extensive research on Ancestry.com and Newspaperarchives.com, especially the Joplin papers; I found no reference in the society pages of any of Frank's family visiting him in Joplin or he and his family visiting Chicago. Of further interest, all of his siblings were buried in the family plot at Graceland Cemetery in Chicago Illinois.

His parents retired to an exclusive residential hotel called Leven Oaks in Los Angeles, California. They both died within one year of each other in their 70's and were also buried in Graceland Cemetery, Chicago, Cook County, Chicago.

According to his obituary, Frank was educated at the Bette Military Academy in Stamford, Connecticut. A "Google Search" indicated that Civil Engineering was part of the school's curriculum.

Upon his return to Chicago in 1900, he lived with his family and worked with Armour & Co in the grain brokerage business and later worked for the Union Match Company in Duluth, Minnesota. In addition, he worked in various capacities in mining operations in Montana, Colorado and California.

In 1906, he returned to Chicago and made his way by motor car to Joplin, Missouri.

On October 16, 1909 he married Herma Leona Letts, daughter of Frank Crawford Letts and Minnie Smith. Herma was originally from Marshalltown, Iowa but after the death of her mother, Minnie, and her infant sister, Harry Spencer Letts, (See gravestone on Find a Grave source) from complications of child birth in 1892, her father moved Herma and her brother, Frederick to Chicago Illinois.

Frank Crawford Letts, Herma's father was widely known as a wholesale grocer, along with his brother, Noah Madison Letts. They were both connected with the Riddell and Letts Grocer Company of Marshalltown Iowa,

Five years after the death of his first wife, Minnie, Frank Crawford Letts married Ms. Cora Perkins in Washington D.C. on November 11, 1897. By then he was an affluent provider as he

was president of the National Wholesale Grocery Company in Chicago. Evidence of his affluence is the fact that in the 1900 Federal Census, the family employed four servants, a coachman, cook, maid and nurse for their three children. They also resided on 1104 Michigan Avenue, known as part of "Chicago's Magnificent Mile".

Herma was named after her mother, Herma Cintha Cowan. Her great grandfather Nehemiah Letts was a minute man with the New Jersey Militia during the American Revolution which awarded her the distinction of being a member of the DAR (Daughters of the American Revolution).

There was a difference of ten years in the ages of Frank Weeks and Herma. The first evidence of their residence in Joplin was in the 1910 Federal Census, where they were listed as living at 719 Sergeant and he was an assayer. The Cambridge English Dictionary defines an "assayer" as a person or company that tests a metal to find out how pure it is.

On August 12, 1912 a son, Harvey Crawford Weeks was born to Frank and Herma. By that time they were living at 110 North Byers and Frank was listed as a Mine Operator in the Joplin City Directory. The first evidence of the Weeks living at 117 North Moffet Avenue was documented in Frank's WWI draft registration, serial number 2173.

Mr. Weeks first mining venture was operation out of the old Sampson mine, west of Schifferdecker Park where he was associated with W. J. Briggle. He also operated the old Kitty mine at Thoms Station in Carl Junction, one of the heavy zinc producers in those days.

During his early career in Joplin, he became associated with S.H. Velei in operating a mine at Saginaw and later he and Mr. Velie operated the Imperial mine in Webb City.

The Velie Mines Corporation was founded after he and Mr. Velie went to the Picher, Oklahoma field shortly after it's opening in 1916 where they established mines by the names of Panther, Lion, Leopard, Wilson, Bluebird and Farmington.

On September 12, 1918, Frank registered for the WWII draft at the local draft board in Joplin. He listed his employment with Velie Mines Corporation as Secretary-Treasurer and Manager. Their office was 421 Frisco Building.

Another son, Frank Edward Weeks was born on February 25, 1919 with a heart condition which required a full-time nurse, Ella Frederick, who the 1920 Federal Census listed as married and 55 years old. The baby at the time of the census was ten months old.

December 17, 1920 Frank applied for a passport at Bexar County Texas for the purpose of leaving Laredo, Texas by railcar for mining exploration.

Frank Edward Weeks, Jr. died on January 20, 1923 at the age of three and was buried at Mount Hope Cemetery. His cause of death was influenza with cardiac insufficiency.

The Weeks family enjoyed a wealthy life style as evidenced by their documented trips to Havana Cuba in 1925 with their remaining son, Harvey Crawford Weeks. And, then in 1927 Frank and Herma took another trip by steamship to Hong Kong, China.

Velie Mines Corporation acquired the Harrisburg Mine in 1928. Innovation at the Leopard mine gained nationwide attention in the mining industry. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge.

Herma Weeks died at the age of 42 on May 24, 1931, following an accidental chemical poisoning (mercury). Although Mount Hope does not have her marker listed, her remains are buried between her husband Frank and her baby son (Section 4-201-1). **I have sent an email to Kelly who maintains a lot of Mount Hope's "Find a Grave" information with the newly found information.**

In the months leading up to her accidental poisoning, she was active as usual with her bridge and other ladies clubs she attended. She was particularly busy entertaining a political figure's wife from Pennsylvania. At the time of her death, the Weeks (Frank and Herma) did employ a maid listed in the 1930 Joplin City Directory as Anna Jacobson and in the 1930 Federal Census as Anna Jacobs, 25, born in Germany.

At the time of her death, the remaining son Harvey Crawford Weeks was eighteen. He had attended the Hill School in Pottstown, Montgomery County, Pennsylvania for college preparatory. After Herma's death he attended Yale University and received his engineering degree. As his parents had before him, it appears he also led an affluent life traveling by ship to the port of Holland in 1935 which put him pretty close to what was happening with Adolph Hitler and his Nazi counterparts.

Harvey married another wealthy girl, like his mother, whose paternal grandparents were early pioneers of Kansas City, Jackson County, Missouri. Mary Scott Crabbs and he were married at the home of her parents at 3821 Gillham Road in Kansas City on April 16, 1936. The article with her wedding picture from the Kansas City Star said they would be making their home in Idaho Springs, Clear Creek, Colorado after May 1, 1936.

Frank Weeks died at his home in the Olivia of a heart ailment on **May 28, 1938**. His funeral services were conducted at St. Philips Episcopal Church, where he and his family had attended since moving to Joplin. His remains are buried at Mount Hope Cemetery, Webb City Missouri, in Section 4-201-2.

Harvey Weeks' married life was not without rancor as within four years, his wife had given birth to a daughter, Mary Scott Weeks; moved to Joplin; (1940 Federal Census show her at 110 Moffet with her husband, and daughter); and then announcement was made in the Joplin Globe that she was moving with Mary Scott Weeks to Alton Illinois.

Harvey enlisted in the United States Marine Corp. September 6, 1942 and was stationed in Hawaii; suffered some type of injury while serving but served his entire tour of duty in Hawaii, being released on November 14, 1945.

On April 29, 1944, while in Hawaii, he married a Hawaiian-American, Bertha Weeks (Yes, that was her name. Her father was Hawaiian-American (William Malukia Weeks) and a son, Frank William Weeks was born on (May 19, 1945-July 19, 2011). At Franks Williams Weeks death he was married to Brenda? No information available, other than addresses in Hawaii until 2002. It's possible but not sourced that she was about thirteen years his junior and remarried after his death.

With the exception of two years residence in Boca Raton Florida in 1959 and 1960, Harvey and his family lived in Hawaii where they are all buried in Christ Church Episcopal Cemetery in Kealakekua, Hawaii.

The money just keeps on flowing!

Above Written by Nancy Morton

Frank's death notice is in the Chicago Tribune, June 2, 1938 and

Frank's death notice in Bartlesville Examiner-Enterprise, May 30, 1938, page 8

Herma's death notice in Joplin Globe, May 27, 1931

REGISTRATION CARD

SERIAL NUMBER 2173 | ORDER NUMBER 3088

1 Frank (First name) Edward (Middle name) Weeks (Last name)

2 PERMANENT HOME ADDRESS: 117 (No.) N Moffet (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

Age in Years	Date of Birth		
3 39	4 Aug (Month.)	7 (Day.)	1879 (Year.)

RACE

White	Negro	Oriental	Indian	
			Citizen	Noncitizen
5 ✓	6	7	8	9

U. S. CITIZEN			ALIEN	
Native Born	Naturalized	Citizen by Father's Naturalization Before Registrant's Majority	Declarant	Non-declarant
10 ✓	11	12	13	14

15 If not a citizen of the U. S., of what nation are you a citizen or subject?

PRESENT OCCUPATION	EMPLOYER'S NAME
16 Mining	17 Velie Mines Co

18 PLACE OF EMPLOYMENT OR BUSINESS: 421 (No.) Frisco Bld (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

NEAREST RELATIVE

Name 19 Herma Letts Weeks

Address 20 117 (No.) N Moffet (Street or R. F. D. No.) Joplin (City or town) Jasper (County) Mo (State)

Wife

I AFFIRM THAT I HAVE VERIFIED ABOVE ANSWERS AND THAT THEY ARE TRUE

Frank Edward Weeks (Registrant's signature or mark)

P. M. G. O. Form No. 1 (Red) 23—6171 (OVER)

24-5-20 C

REGISTRAR'S REPORT

DESCRIPTION OF REGISTRANT

HEIGHT			BUILD			COLOR OF EYES	COLOR OF HAIR
Tall	Medium	Short	Slender	Medium	Stout		
21 ✓	22	23	24 ✓	25	26	27 Brown	28 Black

29 Has person lost arm, leg, hand, eye, or is he obviously physically disqualified? (Specify.)

None

30 I certify that my answers are true; that the person registered has read or has had read to him his own answers; that I have witnessed his signature or mark, and that all of his answers of which I have knowledge are true, except as follows:

Jno E Vinson (Signature of Registrar)

Date of Registration Sept 12 1918

LOCAL BOARD FOR JOPLIN, MISSOURI (STAMP OF LOCAL BOARD)

(The stamp of the Local Board having jurisdiction of the area in which the registrant has his permanent home shall be placed in this box.)

23—6171 (OVER)

Newspapers by ancestry
https://www.newspapers.com/image/742819105/

Bartlesville Examiner-Enterprise (Bartlesville, Oklahoma) · Mon, May 30, 1938 · Page 8
Downloaded on Sep 10, 2024

Prominent Mining Magnate Dies

(By the Associated Press)

JOPLIN, Mo., May 30.—Frank E. Weeks, 59, prominent Joplin mining man, died yesterday morning at his home here of a heart ailment. He was manager and a stockholder of the Velie Mines Corporation, having been associated in that concern several years with the late S. G. Velie of Kansas City. He had been active in mining in the tri-state district since coming to Joplin 27 years ago.

Frank Week, prominent mining magnate

Clipped By:
maryannephillips37
Sep 10, 2024

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FREDERICK (aka Frederic) A. WILBER
117 North Moffet Avenue

Born: March 1, 1870
Died: March 22, 1934 in St. Louis; buried at Park Cemetery, Carthage, Missouri
Father:
Mother:
Wife: **Fannie Lee *Potter* Wilber** (Frederic's second marriage), born November 4, 1867 in Iowa; died April 16, 1966 in St. Louis, Mo.; interred at Park Mausoleum, Carthage
Children: Martha
Buried / Interred at: Park Cemetery, Carthage, Mo.

St. Louis Globe-Democrat obit March 25, 1934, page 23

Moved to St. Louis in 1916

Architecture Style: Jill says American Foursquare – Linda says Craftsman
Year Built: Circa 1907
Architect or Builder:

Owners on December 2017: Bill and Linda Mosley

Source: Nancy Morton - September 2017

- Lived at 117 N. Moffet according to the 1910 FC.
- He was a treasurer and clerk for the Independent Powder Co. (ammunition).
- They had a lodger Ms. Cora A. Horine who was a professional nurse in private practice.
- The census indicated that he was the mortgage holder. The Wilbers moved to St. Louis by 1920.
- Frank Weeks was there in 1918 when he registered for the WWI draft.

Technically this house is not in the Historic Murphysburg District, although it secretly wishes it was! This house is in the Wilson-Hutton Neighborhood. The City is in the initial investigation of creating a historic district for W-H combined with North Heights as of 2024.

NOTE: Interior has Craftsman influence.

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

Do not use this space.

File No. 11483
Registered No. 38

APR 25 1934

1. PLACE OF DEATH
County St. Louis Registration District No. 1160
Township Central Primary Registration District No. 4470
City University City (No. 6644 Washington St. Ward)

2. FULL NAME Frederick A. Hilber

(a) Residence, No. 6644 Washington St., Ward.
(Usual place of abode)
Length of residence in city or town where death occurred 6 yrs. mos. ds. How long in U. S., if of foreign birth? yrs. mos. ds.
(If nonresident, give city or town and State)

PERSONAL AND STATISTICAL PARTICULARS

3. SEX: M.
4. COLOR OR RACE: W.
5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word): Married

5A. IF MARRIED, WIDOWED, OR DIVORCED
HUSBAND OF (OR) WIFE OF Jennie Hilber

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) 3-1-1870

7. AGE: Years 64 | Months 0 | Days 21 | If LESS than 1 day, ...hrs. or ....min.

OCCUPATION
8. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. Painter
9. Industry or business in which work was done, as silk mill, saw mill, bank, etc. Self
10. Date deceased last worked at this occupation (month and year) 3-15-34
11. Total time (years) spent in this occupation 5-

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Stockham Ill.

FATHER
13. NAME Henry Hilber
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Ill.

MOTHER
15. MAIDEN NAME Nelda Barrett
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Ill.

17. INFORMANT (ADDRESS) Jennie Hilber 6644 Washington

18. BURIAL, CREMATION, OR REMOVAL
PLACE Bonhagen Mo DATE 3/24 1934

19. UNDERTAKER Brandon & Sons
(ADDRESS) 6175 Delmar Blvd.

20. FILED Mar. 24 1934 Lena V. Moeller Registrar.

MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) 3/22 1934

22. I HEREBY CERTIFY, That I attended deceased from 3-16-34, 19..., to 3-22-34, 19...
I last saw him alive on 3-22-34, 19... Death is said to have occurred on the date stated above, at 10 P m.
The principal cause of death and related causes of importance were as follows:

	Date of onset
Lobar pneumonia Left	3-16-34
103	
933 107	

Other contributory causes of importance:
Chronic myocardial insufficiency

Name of operation — Date of —
What test confirmed diagnosis? — Was there an autopsy? —

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? Date of injury ..., 19...
Where did injury occur? (Specify city or town, county, and State)
Specify whether injury occurred in Industry, in home, or in public place.
Manner of injury
Nature of injury

24. Was disease or injury in any way related to occupation of deceased? No
If so, specify
(Signed) R. B. Barnett, M. D.
(Address) 5727 Delmar

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

WRITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

Newspapers by ancestry
https://www.newspapers.com/image/573287786/

St. Louis Globe-Democrat (St. Louis, Missouri) · Sun, Mar 25, 1934 · Page 23
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FUNERAL SERVICES HELD FOR FREDERIC A. WILBER

Funeral services for Frederic A. Wilber, 64, former expert accountant in the service of the American Credit Indemnity Company, were held yesterday afternoon at the Alexander & Sons' funeral establishment, 6175 Delmar boulevard. Mr. Wilbur died of pneumonia at his home, 6644 Washington avenue, last Thursday. His body will be sent to Carthage, Mo., for burial there tomorrow.

Mr. Wilber came to St. Louis in 1916 from Joplin, Mo., when the Independent Powder Company, whose treasurer he was, consolidated with the Hercules Powder Company. He was district manager of the latter concern from 1923 until 1926. He was an officer and member of the Maple Avenue Methodist Church, a member of Tuscan Lodge, A. F. and A. M., and of Moolah Temple, Nobles of the Mystic Shrine.

He is survived by his widow, Mrs. Fannie Lee Wilber; a daughter, Miss Martha Lee Wilber, and a brother, Burton Wilber of Los Angeles.

Frederick Wilber obit 1934

Clipped By:
maryannephillips37
Sep 10, 2024

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~~LOT 69~~

TRACT #16 / LOT 69

WITH DEC 1922 PURCHASE BY FRANK WEEKS THE CURRENT DIMENSIONS OF ADDRESS KNOWN AS 118 N. MOFFET COME INTO EXISTENCE,

118 N. MOFFET

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON - HARVEY WEEKS

SEPT. 1941

HARVEY WEEKS TO RICHARD KENNEDY

1979

RICHARD KENNEDY DIES HOUSE
PASSES TO WIFE HELEN

1981

Mrs. Helen Kennedy
1409 E. 17th

HELEN KENNEDY TO

1985 Richard Collins
1989 John David
1991 Jack Reitz
July 1991 Bill & Linda Mosley

TRACT #16

MAY 1857

U.S.A. TO DAVID TANDY

AUG. 1860

DAVID TANDY TO JAMES MACKIRDY

~~AUG~~ 1871

JAMES MACKIRDY TO OLIVER PITCHER

MAY 1872?

OLIVER PITCHER TO ADELIA MOFFET

DEC. 1902

ADELIA MOFFETT DIES - PROPERTY
PASSES TO SONS BIRD & PERRY MOFFET

MARCH 1903

BIRD/PERRY MOFFET TO THOMAS DOLAN

APRIL 1907

THOMAS DOLAN TO FREDRIC/FANNIE WILBER → BUILDS ORIGINAL HOUSE ABOUT 1907

APRIL 1916

FREDRIC/FANNIE WILBER TO MILAN/MARY BUMP → ~~BUILDS HOUSE (ORIGINAL)~~

SEPT. 1912

MILAN/MARY BUMP TO F.J. FROST

NOV. 1917

F.J. FROST TO FRANK WEEKS → ADDS LIBRARY?

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON HARVEY WEEKS

~~1?? M.~~ Moffet

LOT 64

SEPT. 1851

160 ACRES U.S.A. TO JOHN COX

JUNE 1852

JOHN COX TO WILLIAM PAXTON

OCT. 1855

WILLIAM PAXTON TO ROBERT PAXTON

JULY 1866

ROBERT PAXTON TO PAMELA PAXTON

FEB. 1890

PAXTON HEIRS TO JAMES CROUCH

MAR. 1890

JAMES CROUCH TO PEYTON CARR

MAR. 1890

PEYTON CARR TO JOHN WILSON

MAR. 1890

JOHN WILSON TO ERASMUS WILSON & THOMAS HUTTON

APRIL 1892

WILSON/HUTTON TO HOWARD CAPPER

(AT THIS POINT LOT 64 CEASES INTO EXISTENCE)

SEPT. 1890

WILSON/HUTTON & CAPPER TO ALFRED REYNOLDS

JAN. 1901

ALFRED REYNOLDS TO THOMAS DOLAN

FEB. 1913

THOMAS DOLAN DIES - PROPERTY
PASSES TO WIFE SUSAN DOLAN

DEC. 1922

SUSAN DOLAN TO FRANK WEEKS

~~LOT 69~~

TRACT #16 / LOT 69

WITH DEC 1922 PURCHASE BY FRANK WEEKS THE CURRENT DIMENSIONS OF ADDRESS KNOWN AS 118 N. MOFFET COME INTO EXISTENCE.

118 N. MOFFET

MAY 1938

FRANK WEEKS DIES - PROPERTY
PASSES TO SON - HARVEY WEEKS

SEPT. 1941

HARVEY WEEKS TO RICHARD KENNEDY

1979

RICHARD KENNEDY DIES HOUSE
PASSES TO WIFE HELEN

1981

HELEN KENNEDY TO

Mrs. Helen Kennedy
1409 E. 17th

MISSOURI STATE BOARD OF HEALTH
BUREAU OF VITAL STATISTICS
CERTIFICATE OF DEATH

Do not use this space.

18413

File No.

Registered No.

1. PLACE OF DEATH
County Jasper Registration District No. 411
Township Joplin Primary Registration District No. 2nd
City Joplin Mo. (No. St. Ward)

2. FULL NAME Mrs. Verna Lotta Weeks

(a) Residence, No. 21 Joplin Ave. Ward.
(Usual place of abode) (If nonresident, give city or town and State)

Length of residence in city or town where death occurred yrs. mos. ds. How long in U. S., if of foreign birth? yrs. mos. ds.

PERSONAL AND STATISTICAL PARTICULARS

3. SEX Fem.
4. COLOR OR RACE White
5. SINGLE, MARRIED, WIDOWED, OR DIVORCED (write the word) Married

5A. IF MARRIED, WIDOWED, OR DIVORCED
HUSBAND OF (OR) WIFE OF Frank E. Weeks

6. DATE OF BIRTH (MONTH, DAY, AND YEAR) Sept. 13 - 1889

7. AGE

YEARS	MONTHS	DAYS	If LESS than 1 day, ...hrs. or ....min.
42	1	11	

OCCUPATION
8. Trade, profession, or particular kind of work done, as spinner, sawyer, bookkeeper, etc. House Wife
9. Industry or business in which work was done, as silk mill, saw mill, bank, etc. None
10. Date deceased last worked at this occupation (month and year) None
11. Total time (years) spent in this occupation None

12. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) St Marshalltown Iowa Tokyo Japan

FATHER
13. NAME Frank Rawson Letts
14. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Marshalltown Iowa

MOTHER
15. MAIDEN NAME Mary Julia Duett
16. BIRTHPLACE (CITY OR TOWN) (STATE OR COUNTRY) Minneapolis Minn

17. INFORMANT (ADDRESS) Frank E. Weeks 117 No. Sycamore

18. BURIAL, CREMATION, OR REMOVAL
PLACE Mt Hope DATE 5/26 1931

19. UNDERTAKER (ADDRESS) Frank-Lyerla Co Joplin Mo.

20. FILED 5/26 1931 C Benson Clark Registrar.

2 MEDICAL CERTIFICATE OF DEATH

21. DATE OF DEATH (MONTH, DAY, AND YEAR) May 24, 1931

22. I HEREBY CERTIFY, That I attended deceased from May 18, 1931, to May 24, 1931.
I last saw her alive on May 24, 1931. Death is said to have occurred on the date stated above, at 7:50 p.m.
The principal cause of death and related causes of importance were as follows:

Uraemic Convulsions following acute Nephritis from accidental Chemical poisoning - Probably accidental.

Date of onset

Other contributory causes of importance:

Name of operation ..... Date of .....
What test confirmed diagnosis? None Was there an autopsy? No

23. If death was due to external causes (violence), fill in also the following:
Accident, suicide, or homicide? ..... Date of injury ....., 19.....
Where did injury occur? .....
(Specify city or town, county, and State)
Specify whether injury occurred in industry, in home, or in public place.
Manner of injury .....
Nature of injury .....

24. Was disease or injury in any way related to occupation of deceased? .....
If so, specify .....
(Signed) A Mitchell Gregg, M. D.
(Address) Joplin Mo

WRITE PLAINLY, WITH UNFADING INK—THIS IS A PERMANENT RECORD

N. B.—Every item of information should be carefully supplied. AGE should be stated EXACTLY. PHYSICIANS should state CAUSE OF DEATH in plain terms, so that it may be properly classified. Exact statement of OCCUPATION is very important.

JUN 26 1931


117

FRANK WEEKS RITES WILL BE HELD TODAY

Services for Prominent Joplin Mining Man to Be Conducted at St. Philip's Church.

Funeral services for Frank E. Weeks, 59-year-old prominent Joplin mining man, who died of a heart ailment early Sunday morning in his apartments in the Olivia, will be conducted at 2 o'clock this afternoon at St. Philip's Episcopal church. The Rev. Alfred L. du Do-



FRANK E. WEEKS.

maine will officiate. Burial will be in Mount Hope cemetery.

Pallbearers will be Harlan H. White, John Deere Velie, E. A. Mattes, George McCullagh, Dr. Bernard Kissel, William Shackelford, T. F. Lennan, Dr. A. Mitchell Gregg and Dr. R. L. Neff, all of Joplin, and C. Vernon Jones of Kansas City.

Body Lies in State.

The body will lie in state at the Frank-Sievers mortuary until 10 o'clock this morning, after which it will lie in state at the church until the funeral hour.

Mr. Weeks was manager and a stockholder of the Velie Mines Corporation, and had been active in mining in the Tri-State district since coming to Joplin 30 years ago.

Mr. Weeks was the son of Mr. and Mrs. Harvey T. Weeks of Chicago, and was born there August 7, 1879. He received his early education at the Betts Military academy at Stamford, Conn. Upon his return to Chicago he was associated with Armour & Co. in the grain brokerage business, and later was connected with the Union Match Company of Duluth, Minn.

For several years he worked in various capacities in mining operations in Montana, Colorado and California. He returned to Chicago, and in 1908 came here by motor car.

Mr. Weeks' first mining venture in this district was operation of the old Sampson mine west of Schifferdecker park. He was associated with W. J. Briggle.

In 1909 he was married in Chicago to Miss Herma Letts, daughter of Mr. and Mrs. Frank C. Letts, who died here May 24, 1931.

During his early career here he operated a mine at Lehigh, and later he and Mr. Briggle operated a mine at Carl Junction. He also operated the old Kitty mine at Thoms Station, one of the heavy zinc producers in those days. He became associated with the late S. H. Velie in operation of a mine at Saginaw, and later he and Mr. Velie operated the Imperial mine at Webb City.

A Progressive Operator.

The Velie Mines Corporation was founded after he and Mr. Velie went to the Picher field shortly after its opening in 1916. Since then he and his associates had been active in mining operations throughout the Picher field. After the death of Mr. Velie several years ago, the latter's grandson, John Deere Velie, became associated with Mr. Weeks.

Mines in the Picher field included the Panther, Lion, Leopard, Wilson, Bluebird and Farmington. The corporation also acquired the Harrisburg mine in 1928. Innovations at the Leopard mine gained nation-wide attention in the mining industry.

Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge.

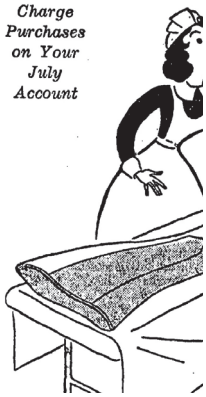
Mr. Weeks was a member of the Masonic lodge, and was a charter member of Oak Hill Golf Club.

Surviving are a son, Harvey C. Weeks of Joplin, and a sister, Mrs. William C. Jackson of Chicago. Another son, Frank E. Weeks, jr., died in 1923.

HERE FOR CO

MISS BA

Charge Purchases on Your July Account



NewspaperArchive by Stored

Joplin Globe, May 31, 1938 Pg. 2, Joplin, Missouri, US

https://newspaperarchive.com/joplin-globe-may-31-1938-p-2/

* * * *

Dr. and Mrs. John Schaeffer were honored at several charming social affairs during their stay here. Mr. and Mrs. John Markell entertained at dinner last night in the University Club as a farewell courtesy to the visitors. Mrs. Bart Geddes entertained at luncheon yesterday complimenting Mrs. Schaeffer, who also was honored at a tea given yesterday afternoon by Mrs. Delmar C. Wise of "The House on the Hill." Mr. and Mrs. Howard Murphy and Mr. and Mrs. Frank E. Weeks entertained informally Monday night at a buffet supper at Oak Hill Golf Club. The guests were limited to close friends of Dr. and Mrs. Schaeffer. A party was given Sunday at the "Playhouse" in honor of Dr. and Mrs. Schaeffer. Others attending were Mr. and Mrs. Markell, Mr. and Mrs. Weeks, Mr. and Mrs. Harlan H. White, Mr. and Mrs. Augustus Mattes, Mr. and Mrs. Geddes, Mr. and Mrs. Murphy, Mr. and Mrs. Frank L. Matthews, Mr. and Mrs. P. E. Tabor, Mr. and Mrs. William H. Shackelford, jr., Mr. and Mrs. Wise and Mr. and Mrs. George Potter.

* * * *

NEWSPAPERARCHIVE

Joplin Globe, November 06, 1929 Pg. 11, Joplin, Missouri, US
https://newspaperarchive.com/joplin-globe-nov-06-1929-p-11/

* * * *

Travel Club.

Mrs. Austin Allen is responsible for the organization of the Travel club, one of the most interesting clubs in Joplin. The studies are made doubly interesting from the fact that about one-half of the membership have been abroad, having either resided or traveled extensively in foreign countries embraced in the programs. This list includes Mrs. T. F. Lennan, Mrs. Temple Chapman, Mrs. Anne Holmes, Mrs. Austin Allen, Mrs. F. E. Weeks, Mrs. Howard C. Murphy, Mrs. F. S. Cook, Mrs. Ralph Putman, Miss Ryland Grigg.

The club is now in its third year's work, having Italy for its studies this year. The object of the club is for a comprehensive study of literature, music and art, of the countries studied. The rules governing the duties and attendance of the club are very strict. In case of failure to prepare any duty specified in the year book at the time named, a fine of 50 cents is imposed, and in case of a total failure a fine of $1. Any member absent from the club for two consecutive meetings shall send an excuse to the secretary. If a member fails to send an excuse as above provided, before the third consecutive meeting, she is sent a written request to furnish the same. If the excuse is not received before the next regular meeting, the name of the delinquent member is dropped from the roll. All excuses received are reported and the reasonableness of the excuse acted upon by the club. All excuses but those of sickness or absence from town are subject to a fine of 25 cents. The time for calling the club to order is at 2:40 p. m., and any member entering after that time is fined 10 cents.

The officers of the club are: Mrs. T. F. Lennan, president; Mrs. J. E. Garm, vice president; Mrs. Nat Paige, jr., secretary; Mrs. Howard C. Murphy, treasurer.

The membership is composed of Mesdames Austin Allen, F. S. Cook, Wm. Bohne, Temple Chapman, J. E. Garm, Anne Holmes, W. C. Kramer, T. F. Lennan, Howard C. Murphy, Nat Paige, jr., Ralph Putman, Taylor, Norman P. Rood, Elmer Tabor, F. E. Weeks, Misses Ryland Grigg, Alma Putman, Gladys Ralston, Ida Redburn.

* * * *

NEWSPAPERARCHIVE

Joplin Morning Tribune, March 10, 1912 Pg. 24, Joplin, Missouri, US
https://newspaperarchive.com/joplin-morning-tribune-mar-10-1912-p-24/

Society

LAST week's social affairs were practically given over to the entertainment of interesting visitors. The entertainments included a number of delightful affairs given in honor of Mrs. John Schaeffer of St. Louis, Mrs. Oliver Picher of Chicago, and Mrs. Harvey Shaw of Kansas City. Mr. and Mrs. Frank E. Weeks entertained with the largest dinner party in honor of the trio Tuesday night at the Oak Hill Golf club, the party including more than thirty guests. Miss Edna Chain of Wichita, Kan., was also the inspiration for a large tea given Thursday by her hostess, Miss Josephine Thurman, at the Oak Hill Golf Club. The arrival early this week of Rev. and Mrs. Charles A. Weed, a former prominent Joplin couple, but who now reside at Mitchell, S. D., will, no doubt, be the occasion for another round of social honors. Rev. and Mrs. Weed will be entertained in the home of Mr. and Mrs. Arthur Breckinridge, 516 South Wall street, during their stay in Joplin.

NEWSPAPERARCHIVE

Joplin News Herald, July 17, 1921 Pg. 10, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-jul-17-1921-p-10/

Memories of Early Days Unfolded by Pioneer Resident of County

Old timers—do you remember when Tom Webb first uncovered lead in his wheat field? Do you remember "Red Hot Street" of early days at Galena, and the big square at Medoc, and when the mail coach came tooting into what is now East Joplin?

Memories of the early days of Jasper county, when Joplin's present site was a wilderness of scrub oak and with only faint trail leading westward towards Baxter Springs and the Nation, were unfolded by Frank Weeks, president of the East Joplin Booster Club, who came to Jasper county in 1869, after a three week's journey in a prairie schooner from Illinois.

"Carthage was but a village when I came to the county," Weeks said, "and west of it there was but one town in the county, Medoc. It was quite a town in those days, was Medoc. A big square, surrounded by two story buildings, now long crumbled and decayed into dust. Flat, grassy prairies surrounded Carthage and with my father, we bought a tract of farm land for $5 an acre, now worth easily $150, and my father is still alive, at 97 years in Carthage. I was 17 when I came to the county.

"It took us two weeks to come from near Danville, Ill., to Sedalia, by wagon, crossing the Mississippi on a ferry at Louisiana. Here we were joined by my mother, sister and grandfather, and after a five day overland trip, we came to Carthage.

"It was dreary and lonely when we first came, but the second year more settlers were arriving and we had some good times. After Tom Webb struck the surface lead ore on his farm while plowing, prospectors and settlers poured into the county by thousands. Those were the good old days.

To Galena in 1873.

"I made a trip to Galena in 1873 when Red Hot Street was running full blast. It was the only street in the town, running crookedly through the woods, with gambling halls, dives and saloons running wide open, when shooting scrapes were nightly happenings.

"I sold some dressed hogs to a grocer on the bluff in East Joplin when Joplin had but six frame houses. The grocery was on the bluff about where the Broadway viaduct ends now, and so close to the drop off that I remained in the wagon to sell the hogs for fear the horses would slip over.

"Those were good old days, and there still are a lot of "boys who went to school with me at Carthage remember the good times we had and the excitement of the ore strikes at Oronogo, Webb City and Joplin. I have seen all of those towns grow from nothing to what they are today. "Why I could have bought the present site of Joplin in 1871 for $1.25 to $2 an acre, but it wasn't worth much for farming and the scrub oak was pretty thick."

NEWSPAPERARCHIVE
Joplin News Herald, March 07, 1920 Pg. 34, Joplin, Missouri, US
https://newspaperarchive.com/joplin-news-herald-mar-07-1920-p-34/

Newspapers by ancestry
https://www.newspapers.com/image/1003806345/

Joplin Globe (Joplin, Missouri) · Wed, May 27, 1931 · Page 9
Downloaded on Sep 10, 2024

FUNERAL SERVICES ARE HELD FOR MRS. WEEKS

Funeral services for Mrs. Herma Letts Weeks, 42 years old, wife of Frank E. Weeks, widely known mine operator, who died Sunday in St. John's hospital, were held yesterday morning in St. Philip's Episcopal church.

The Rev. Alfred L. du Domaine, rector, officiated. Pallbearers were Dr. John Schaeffer, Harlan H. White, Howard C. Murphy, C. Vernon Jones and William H. Shackelford, both of Kansas City, and E. A. Mattes. Burial was in Mount Hope cemetery.

Obituary for Herma Letts Weeks

Clipped By:
maryannephillips37
Sep 10, 2024

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Fred A. Wilbor. 117 N. Moffet Built ca. 1907 (acc. to abstract info) Frank Weeks added new wing ca 1921









FRANK E. WEEKS.

FREDERICK WILBER-FRANK WEEKS HOUSE
117 North Moffet Avenue | Wilson & Hutton District
But is now associated with the North Heights Neighborhood non-profit organization's boundaries for simplicity sake
American Foursquare, circa 1906

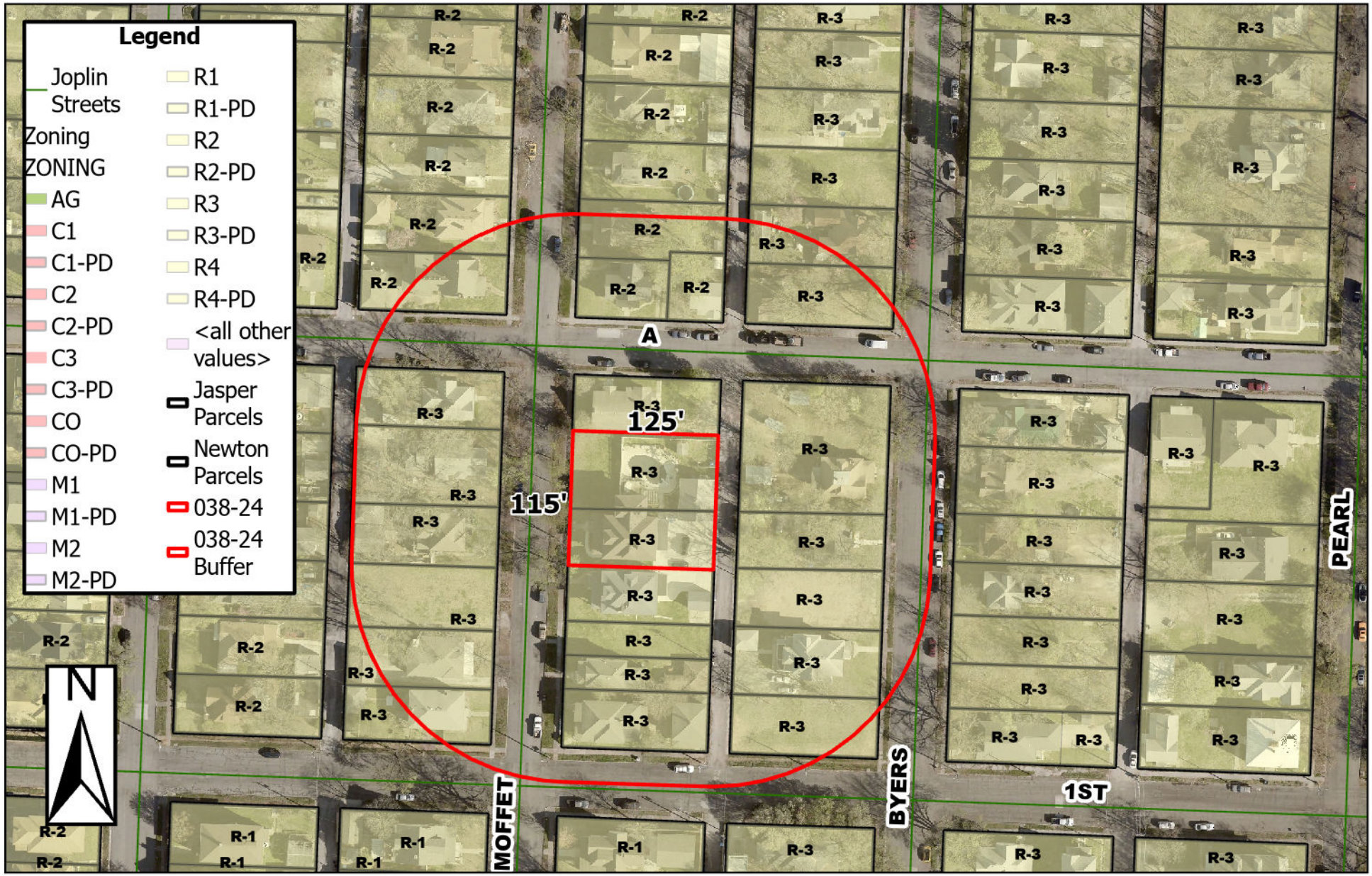
Frederick (1870-1934) **and Fannie Wilbur** were the first owners of this house that is technically located in the **Wilson-Hutton residential district,** just *three doors* north of the Murphysburg Historic District. At one time, Mr. Wilbur was a clerk for a powder (ammunition) company.

In 1917, a library and second-story master suite were added to the house by owners **Frank and Herma (Letts) Weeks,** barely one year before Mr. Weeks registered for the World War I draft! Mr. Weeks was associated with numerous mines in Missouri and Oklahoma, and he explored mining in Texas. Associates of Mr. Weeks regarded him as one of the most successful and progressive mine operators in the district, and leader in developing and improving the handling of sludge! The Weeks family enjoyed a wealthy lifestyle as evidenced by their documented trips to Havana, Cuba and Hong Kong, China.

Herma died at the age of 42 in 1931, following an accidental (mercury) chemical poisoning! When Frank died of a heart ailment in 1938, he was living at the **Olivia Apartments** (320 S. Moffet.) It was common for wealthy and prominent Joplin residents to "downsize" by moving to the prestigious Olivia.

ARCHITECTURE - The Craftsman style wooden front door with sidelights is an exacting reproduction. The original sidewalk bricks were used in the reconstruction of the front retaining wall and columns.

Case 038-24: Rezoning



117 N Moffet – Rezoning – A request to rezone from District R-3 (Multi-Family Residential) to District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) – William and Linda Mosley

P & Z Case 038-24
Linda & Mosley Williams
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-251 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District R-3 (Multi-Family Residential) and include in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay) property as described below and located at 117 N Moffet Ave, Jasper County, Missouri.

NOW, THEREFORE, 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. 2022-274 is hereby amended by removing from District R-3 (Multi-Family Residential) the following described property and including in District R-3 HP (Multi-Family Residential – Historic Preservation Overlay).

ALL OF MISCELLANEOUS LOTS NUMBERED SIXTEEN (16) AND FORTY-EIGHT (48), ALL IN SECTION 3, TOWNSHIP 27, RANGE 33 AND ALL OF LOT NUMBERED SIXTY-NINE (69) IN WILSON AND HUTTONS SECOND ADDITION TO THE CITY OF JOPLIN 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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
CB 2024-253 – Rezoning

MEETING DATE:
January 6, 2025

ORIGINATING DEPARTMENT:
Planning, Development and Neighborhood Services

REVIEWED BY:
Director of Planning, Development & Neighborhood Services – Troy Bolander
Director of Finance – Leslie Haase
City Attorney – Peter Edwards
Assistant City Manager – Tony Robyn
City Manager – Nicholas Edwards

FUNDING SOURCE:
Not applicable for this item.

SUMMARY REQUEST:
Case 037-24: 1222 E 32nd St – Rezoning – A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial) – O'Reilly Automotive Sales, Inc.

BACKGROUND:

There is an existing O'Reilly building directly East of this lot. O'Reilly wishes to build an addition that will include the subject property as part of the overall site. Rezoning to C-1 will create a consistent set of development standards that are compatible with the surrounding area.

PLANNING & ZONING COMMISSION TESTIMONY:

Blake Rourick with OWN Engineering represented the case on behalf of the owner. Dr. Rosenberg asked if the rezoning was just to clean things up. Mr. Bellairs responded yes that the C-2 district is intended for downtown and has its own development regulations. Rezoning to C-1 will apply a consistent set of development policies for this location. Mr. Kimble asked why the report called it C-1 in one section but retail commercial in another. Mr. Bellairs replied that C-1 is also known as Neighborhood Commercial, and C-3 is known as Commercial. Retail-Commercial as described in the staff report is a future land use designation in which both C-1 and C-3 districts are compatible, under the Comprehensive Plan.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-253
Planning & Zoning Commission recommends approving Case 037-24 (7 in Favor, 0 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: December 9, 2024
City Council Meeting: January 5, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 037-24 A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial)

LOCATION 1222 E 32nd St

APPLICANT O'Reilly Automotive Sales, Inc.

EXISTING CONDITIONS

Zoning	Land Use	Property Size
C-2 PD	Vacant Car Wash	0.85

SITE CONTEXT

	North	East	South	West
Existing Zoning	C-1/C-2 PD	C-1	R-1	C-1
Land Use	Retail	Retail	Single Family	Church

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Retail-Commercial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 32nd St	Arterial	80′

UTILITIES

Utilities in place.

FLOOD PLAIN

This property is not in the flood plain.

STAFF ANALYSIS

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

This request is consistent with the Comprehensive Plan. Existing patterns of development are retail commercial, as is reflected in the Comprehensive Plan.

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

C-2 is intended for downtown areas, with more compact and walkable development policies. In the past, the City has applied the planned development overlay to properties to create more specific policies for site/building characteristics such as building design materials, parking spaces, etc. By including this property in the C-1 district, the property will be subject to the setbacks, policies, and development regulations in a consistent manner with the rest of the block.

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The change of zoning will not be detrimental to nearby property. The rest of the commercially zoned property on this block is already zoned C-1.

DISCUSSION

There is an existing O'Rielly building directly East of this lot. O'Rielly wishes to build an addition that will include the subject property as part of the overall site. Rezoning to C-1 will create a consistent set of development standards that are compatible with the surrounding area.

City Staff recommends approval of Case 037-24.

ENCLOSURES

- Map of property
- Application

CASE 037-24: Rezoning

1222 E 32nd St- Rezoning- A request to rezone from District C-2 PD (Central Business-Planned Development) to District C-1 (Neighborhood Commercial)- O'Reilly Automotive Sales, INC.

Mr. Kimble asked if the applicant or spokesperson would come forward and state their name and address for the record.

Blake Rourick of 216 N Mina Ave. Joplin, Missouri presented the case for OWN Engineering on behalf of O'Reilly Automotive Sales INC.

Mr. Rourick stated the reason for this request for rezoning is so the applicant can have an expansion on the property.

Mr. Kimble asked Mr. Bellairs why the applicant was rezoning if in the development and comprehensive plan area stated that this area was consistent with retail commercial.

Mr. Bellairs stated that retail commercial is a future landmark designation that is referred to in the development and comprehensive plan, and that neighborhood commercial is one of the zonings that is compatible with retail commercial designation with the comp plan.

Mr. Kimble asked the commission if they had any questions for the representative.

Dr. Rosenberg asked Mr. Bellairs why there is a need to rezone from central business to C-1 zoning.

Mr. Bellairs explained that central business zoning was intended for businesses in the downtown districts, due to different developmental policies. Mr. Bellairs continued to explain that with the C-1 zoning, the business is already an existing business and the lot it sits on is zoned as C-1. Mr. Bellairs explained that the applicant wants to rezone to C-1 so that the expansion is consistent zoning as the main business.

Mr. Kimble asked if there were any further questions from the commission.

Mr. Kimble asked if there was anyone in the audience that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 037-24. THIS MOTION WAS SECONDED BY DR. ROSENBERG. MOTION CARRIED. (7 IN FAVOR, 0 NAY)

Rezoning Application

Return Form to:
Planner
Joplin City Hall
602 S. Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 1511
Zoning-Planning@JoplinMO.org

Office Use Only
Case No.: 037-24
Filing Fee: $600.00
Received: 10/28/24
Date Advertised:
Proj. No.: 24-114
Public Hearing Date: 12/9/24 (PH2)

Applicant: O'Reilly Automotive Stores, Inc Phone No.: 417-862-2674

Address: 233 S. Patterson Ave. Springfield MO 65802 Email: oreillyauto@weareown.com

Owner: O'Reilly Automotive Stores, Inc Phone No.: 417-862-2674

Address: 233 S. Patterson Ave. Springfield MO 65802 Email: oreillyauto@weareown.com

Location of Property: 1272 E 32nd St, Joplin, MO 64804

Present Use of Property: Car Wash

Proposed Use of Property: Auto Parts Retail

Current Zoning: C-2 PD Requested Zoning: C1

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	32nd Street | Dollar General	C1
South	Residental	R1
East	Auto Parts Retail	C1
West	Eastern Orthodox Church	C1

Character of the Neighborhood: Commercial

Relationship to Existing Zoning Pattern:

Yes	No	
○	◉	Would proposed change create a small, isolated district unrelated to surrounding districts?
◉	○	Are there substantial reasons why the property cannot be used in accord with existing zoning?

If yes, explain: The building addition fits within the C-1 Zoning requirements and the more intensive Zoning is causing excessive buffer requirements.

Conformance with Comprehensive Plan:

Yes	No	
◉	○	Consistent with Development Policies?
◉	○	Consistent with Future Land Use Map?

Traffic Conditions:

Yes	No	
○	◉	Will turning movements caused by the proposed use create an undue traffic hazard?

Street(s) with Access to Property: E 32nd St.

Classification of Street(s):

Arterial ☑ Collector ☐ Local ☐

Right-of-Way Width: 90ft

Subdivision Platting:

Yes	No	
○	◉	Is platting required?
◉	○	Are lots appropriately sized?
◉	○	Is street right-of-way appropriately sized?

◉ ○ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

This is a rezone request to match the adjacent properties for a retail building addition.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
◉	○	Completed and signed application.
◉	○	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
◉	○	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 affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
◉	○	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: _____ **Date:** 9/3/2024

Rezone Reason Statement:

The impact anticipated due to the proposed change is minor. Due to the lots to the East and West both being C-1 zoning, this rezone will bring zoning consistency to the properties. The consistency will benefit all surrounding properties and the City.

OWN

Engineering beyond.™

SURVEY DESCRIPTION

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 3/4 OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR ON THE WEST LINE OF THE TRACT OF LAND DESCRIBED IN BOOK 343, PAGE 9219 IN THE RECORDER OF DEEDS OFFICE IN NEWTON COUNTY, MISSOURI; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING. CONTAINING 0.852 ACRES, OR 37,096.90 SQUARE FEET, MORE OR LESS.

Recorded in Newton County, Missouri
Recording Date/Time: **05/02/2024** at **11:25:37 AM**
Book: **373** Page: **2576**
Instr #: **202402605**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL NEWTON COUNTY, MO

Jennifer A. Childers
Recorder of Deeds

WARRANTY DEED

THIS DEED, dated and made effective as of this 29 day of **April, 2024**, WITNESSETH, that **Joseph Tyler Richardson and Samantha Richardson, husband and wife,** Grantor(s), for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD VALUABLE CONSIDERATIONS, does by these presents, GRANT, BARGAIN AND SELL, Convey and Confirm unto **O'Reilly Automotive Stores, Inc., a Missouri corporation,** whose mailing address is **PO Box 1156, Springfield, MO 65801,** Grantee(s), its successors and assigns, the following described land situated in **Newton County, Missouri**:

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 01°50'44" WEST, 40.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 100.24 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE SOUTH 89°04'17" EAST, 125.60 FEET TO A FOUND 1/2" REBAR; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE SOUTH 00°04'39" WEST, 159.63 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE SOUTH 01°59'07" WEST, 128.00 FEET TO A FOUND 1/2" REBAR; THENCE NORTH 89°05'24" WEST, 130.00 FEET TO A SET 5/8" REBAR WITH CAP STAMPED A/E INC LC 62; THENCE NORTH 01°48'14" EAST, 287.67 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD.
SURVEY DESCRIPTION PREPARED BY RONALD W. WALLACE, P.L.S. 2019015191, ANDERSON ENGINEERING, INC.

Filed by Chicago Title Company, LLC

WARRANTY DEED
(continued)

Subject to easements, reservations, restrictions, and covenants, if any, of record.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto said Grantee, and unto its successors and assigns forever; said Grantor does hereby covenant that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim(s), and that they will warrant and defend the title to said premises unto said Grantee unto their heirs, successors and assigns forever, against the lawful claims and demand of all persons whomsoever.

IN WITNESS WHEREOF, said Grantor(s) has/have hereunto set their hand(s) this 29 day of April, 2024.

Joseph Tyler Richardson

Samantha Richardson

STATE OF Missouri

COUNTY OF Greene

On this 29 day of April, 2024, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph Tyler Richardson and Samantha Richardson, husband and wife, to me personally known to be the person(s) described in and who executed the foregoing instrument and acknowledge that he/she/they executed the same as their free act and deed.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public Gabrielle Jackson

My Commission Expires: 11-12-25

GABRIELLE JACKSON
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 12, 2025
Commission #17098007

AFTER RECORDATION
RETURN ORIGINAL TO:
O'REILLY AUTOMOTIVE STORES, INC
Michelle Brackett, Legal Department.
P. O. BOX 1156
SPRINGFIELD, MO 65801

Filed by Chicago Title Company, LLC

STATE OF Missouri)
) ss.
COUNTY OF Greene)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now O'Reilly Automotive Stores, Inc (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as see attached (legal description) more commonly known as 1272 E 32nd St, Joplin, MO 64804. I am unable to attend the Joplin Planning and Zoning meeting but would like my comments to be heard by the Commission. I hereby nominate and give consent for OWN, Inc. to speak on my behalf and act as my Agent at the meeting in Case Number _____.

Date: 10/25/2024

Signature of Owner

O'Reilly Automotive Stores, Inc. - SR VP Real Estate and Expansion

Printed Name

In witness whereof I have hereunto subscribed my name and affixed my official seal this 25 day of October, 2024.

ATHENIA B AGEE
Notary Public - Notary Seal
Greene County - State of Missouri
Commission Number 22635072
My Commission Expires Jun 20, 2026

Notary

My commission expires: 06/20/2026

Note: The local legislative body reserves the right to rezone property without the owner's consent for the purpose of promoting health, safety, morals, or the general welfare of the community. The Missouri Revised Statutes Chapter 89 (Zoning and Planning) authorizes this power to the legislative body.)

OWN

Engineering beyond.™

SURVEY DESCRIPTION

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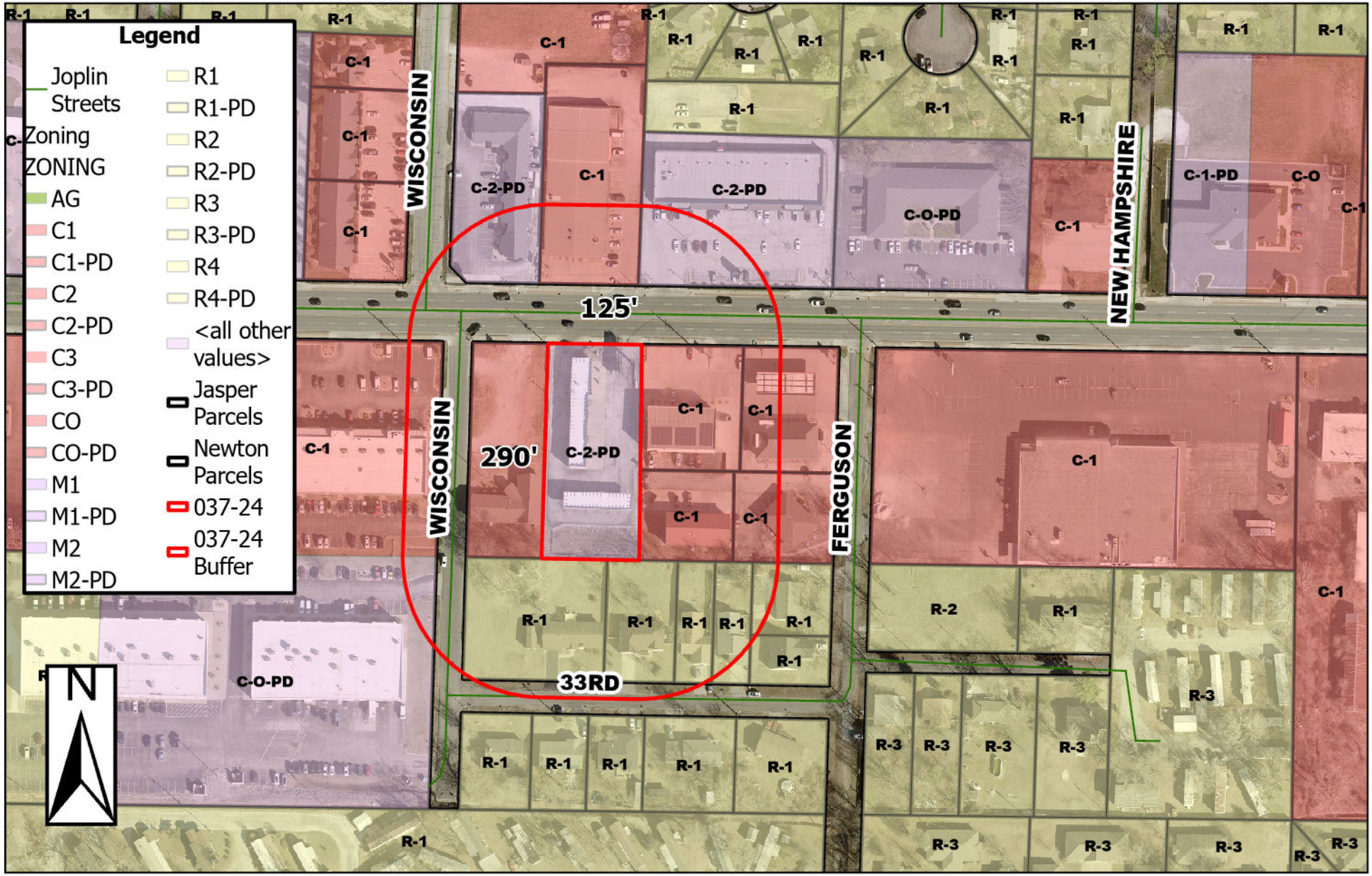
Case 037-24: Rezoning



1222 E 32nd St – Rezoning – A request to rezone from District C-2 PD (Central Business – Planned Development) to District C-1 (Neighborhood Commercial) – O'Reilly Automotive Sales, Inc.

0 65 130 260 390 520 Feet

P & Z Case 037-24
O'Reilly Automotive Stores Inc.
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-253 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-274, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District C-2 PD (Central Business – Planned Development) and include in District C-1 (Neighborhood Commercial) property as described below and located at 1222 E 32nd St, Newton County, Missouri.

NOW, THEREFORE, 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. 2022-274 is hereby amended by removing from District C-2 PD (Central Business – Planed Development) the following described property and including in District C-1 (Neighborhood Commercial).

PART OF THE EAST THREE FOURTHS OF THE NORTH ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH/ PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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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 thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-601– approving a purchase order for a remote dispatch console from Motorola Solutions, Inc.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Emergency Communications

ATTACHMENTS
CB2025-601 Ordinance; Motorola Solutions, Inc. Quote, Motorola Sole Source Letter.

REVIEWED BY
Dept. Head: Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a purchase order between the City of Joplin, Missouri and Motorola Solutions Inc. for the purchase of a budgeted remote dispatch console.

BACKGROUND
The City of Joplin has been utilizing Motorola consoles for public safety. The current 2024-25 fiscal year budget contains the purchase of a remote dispatch console and was approved by council.

FUNDING SOURCE
These payments are included in the FY 2024-25 Emergency Communications Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Telephone: 1847-576-5000
Fax: 1312 614 4295

December 10, 2024

City of Joplin
303 E 3rd St, Joplin,
MO 64801

To Whom it May Concern,

This letter is in reference to the purchase City of Joplin is looking to make for an MCC7500E Remote Dispatch Console for the Public Safety Radio System.

The City of Joplin radio system is a Motorola Solutions ASTRO system. This system was competitively bid and awarded to Motorola Solutions for a citywide mission critical communications for public safety users. The MCC7500E Remote Console proposal is adding onto this existing system and assets.

The Jasper County Emergency Services Radio System, Springfield-Greene County Zone 4 Radio System and Missouri Statewide Radio System are all Motorola Solutions ASTRO systems. Additionally, the MCC7500E Remote Dispatch proposal is adding onto the assets that the City of Joplin already owns with your RF Radio Sites and existing Radio Dispatch Consoles.

In addition, this infrastructure has been competitively bid and the discounts from the Missouri State Contract have been applied to the proposal. The contract discounts can be found on Missouri Contract # CT182780001.

If you have any further questions please contact your Motorola Account Manager Tyler Green at 816-240-3668 or tyler.green1@motorolasolutions.com.

Sincerely,

Michael Skalitzky
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

Proposal

City of Joplin

MCC7500E Remote Dispatch Console

December 2, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola.

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PS-000175414

Motorola Solutions, Inc.
500 W. Monroe St.
Chicago, IL 60661

December 2, 2024

Cheryl Konarski
Public Safety Communications Manager
City of Joplin
303 E 3rd St
Joplin, MO 64801

RE: MCC7500E Remote Dispatch

Console

Dear Ms. Konarski,

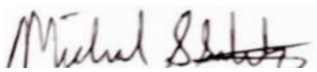
Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Joplin, MO with quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal includes the addition of one new MCC7500E Remote Dispatch Console position along with System Integration Services and First Year Warranty Services. As the leading provider of mission critical public safety communications in the State of Missouri and throughout the United States, Motorola Solutions understands the daily operations and challenges that first responders face.

This proposal is based on the terms and conditions of the Communications Systems and Services Agreement, (collectively the "CSSA') or a negotiated version thereof and remains valid for a period of 90 days. The City of Joplin may accept this proposal by delivering to Motorola the CSSA signed by an authorized signatory.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Any questions the City of Joplin has regarding this proposal can be directed to Tyler Green, Account Manager (tyler.green1@motorolasolutions.com).

Sincerely,



Michael Skalitzky
Area Sales Manager
MOTOROLA SOLUTIONS, INC.

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Section 1

Solution Description

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E remote dispatch console to provide City of Joplin with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The consoles provide City of Joplin with sophisticated network management and easy migration to future capabilities.

City of Joplin is requesting one (1) MCC 7500E remote dispatch position to be located outside the Radio Network Infrastructure (RNI) in the Customer Enterprise Network (CEN). The new remote MCC 7500E console will communicate with the ASTRO25 system via the proposed PRX 7000 Proxy, which will be installed in the existing PSAP backroom.

1.1 Dispatch Console Configuration

The proposed solution includes the following equipment:

- One (1) Remote MCC 7500E Operator Position with the following:
  - Advanced Conventional Operation
  - Trunking Operation
  - Up to 160 On-screen Resources
  - Instant Recall Recorder (IRR)
  - One (1) ZBook Laptop
  - Two (2) Desktop Speakers
  - One (1) Desk Microphone
  - One (1) Noise Cancelling Headset with PTT Base
  - One (1) Dual Pedal Footswitch
- PRX 7000 Proxy

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1.1.1 MCC 7500E Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch. The included components are described below.

Personal Computer (PC) - Laptop

The personal computer included with the remote dispatch position is a ZBook 15 G10 Laptop that is Windows-based and certified by Motorola Solutions.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with the remote dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Gooseneck Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

The remote dispatch position includes a dual pedal footswitch that controls general transmit and monitor functions.

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1.1.2 MCC 7500E Remote Console Unit Infrastructure

The MCC 7500E Console offers traditional installation within the confines of the ASTRO Network as well as an option to configure the console to operate outside of the ASTRO network. The proposed MCC 7500E consoles will be configured on the CEN as a remote dispatch position.

The MCC 7500E supports firewall controlled access into the ASTRO network via remote Virtual Private Network (VPN) operation over a public network (internet). Re-use of the existing City of Joplin's VPN system is supported, allowing them to continued access to personal network sites and files while managing Radio Dispatch operations. For MCC 7500E Ops outside the RNI, the amount of time a user can be logged in and use dispatch resources may be limited depending on customer's VPN timeout parameters.

When deploying the MCC 7500E Console outside of the RNI, three things are required that must reside at the console site on the RNI. This proposal assumes the usage of existing MCC 7500 Link OP consoles inside the RNI and existing Control Room CEN for remote MCC7500E Op Position. It is important to note that failure of these components results in loss of communication for the remote operator position.

1.1.2.1 PRX7000 Server

- Performs gatekeeper function for the number of connections into the RNI.
- Translates voice packets from Unicast (used outside the RNI) to Multicast (used inside the RNI).
- Hunts across multiple proxies for available connections.
  - Each remote console counts as one connection.
  - Each instance of Console Proxy Software supports 1 to 10 console connections.
  - Console Proxy Software must reside inside the RNI.
  - A total of 50 console connections (5 Proxies) are permitted per console site

1.1.2.2 Connecting Console (Link OP)

- To allow access to the ASTRO25 network, an MCC 7500E console must reside inside the RNI and remain active to serve as a link op to remote operators. This op need not be actively staffed but must be in continuous operation.
- For redundancy, two connecting consoles residing on the RNI are recommended.

1.1.2.3 Control Room Firewall

- The Control Room Firewall protects the ASTRO Network from unauthorized access.
- The firewall will allow the remote MCC 7500E position outside the RNI to talk to the City of Joplin Core.
- The control room firewall is configured to only allow dispatch console related traffic to and from the CEN.

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- The control room firewall communicates with the CEN interior gateway using Internet Protocol version 4 (IPv4).
- The control room firewall is the demarcation point for the ASTRO Network.

1.1.3 Network Requirements (For Remote MCC 7500E Console)

- Bandwidth requirements – At least 35 kbps per audio stream (or 70 kbps per audio resource).
- Network jitter allowed – 131 ms
- Dropped packets allowed – 1% packet loss
- Maximum delay – Latency between the console site where proxy is to be installed and the core – lowest latency site link to the core (RF Site or Console Site) < 10 ms

1.2 Assumptions

- All existing sites or equipment locations will have sufficient floor and rack space available for the Motorola provided/described equipment.
- All existing sites meet R56 standards for grounding.
- Any site/location upgrades or modifications are the responsibility of the City of Joplin or the site owner.
- The existing system is certified design and at ASTRO System release 2021.1.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- The existing backup power source at the dispatch site is capable of handling additional equipment proposed.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of City of Joplin.
- Spare equipment is not included in the scope of this project.
- The proposed remote positions will utilize the existing City of Joplin PSAP backroom equipment, including an existing Control Room Firewall. It is assumed all backroom equipment is active and operational. It is also assumed that there is sufficient rack space, power source to install PRX 7000 Proxy.
- The PRX 7000 Proxy PC will utilize the existing KVM.
- The network connection between the remote position and the main PSAP will be provided by the customer (link has to meet the Network Requirements outlined above).

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Section 2

Diagrams

Provided on the pages that follow:

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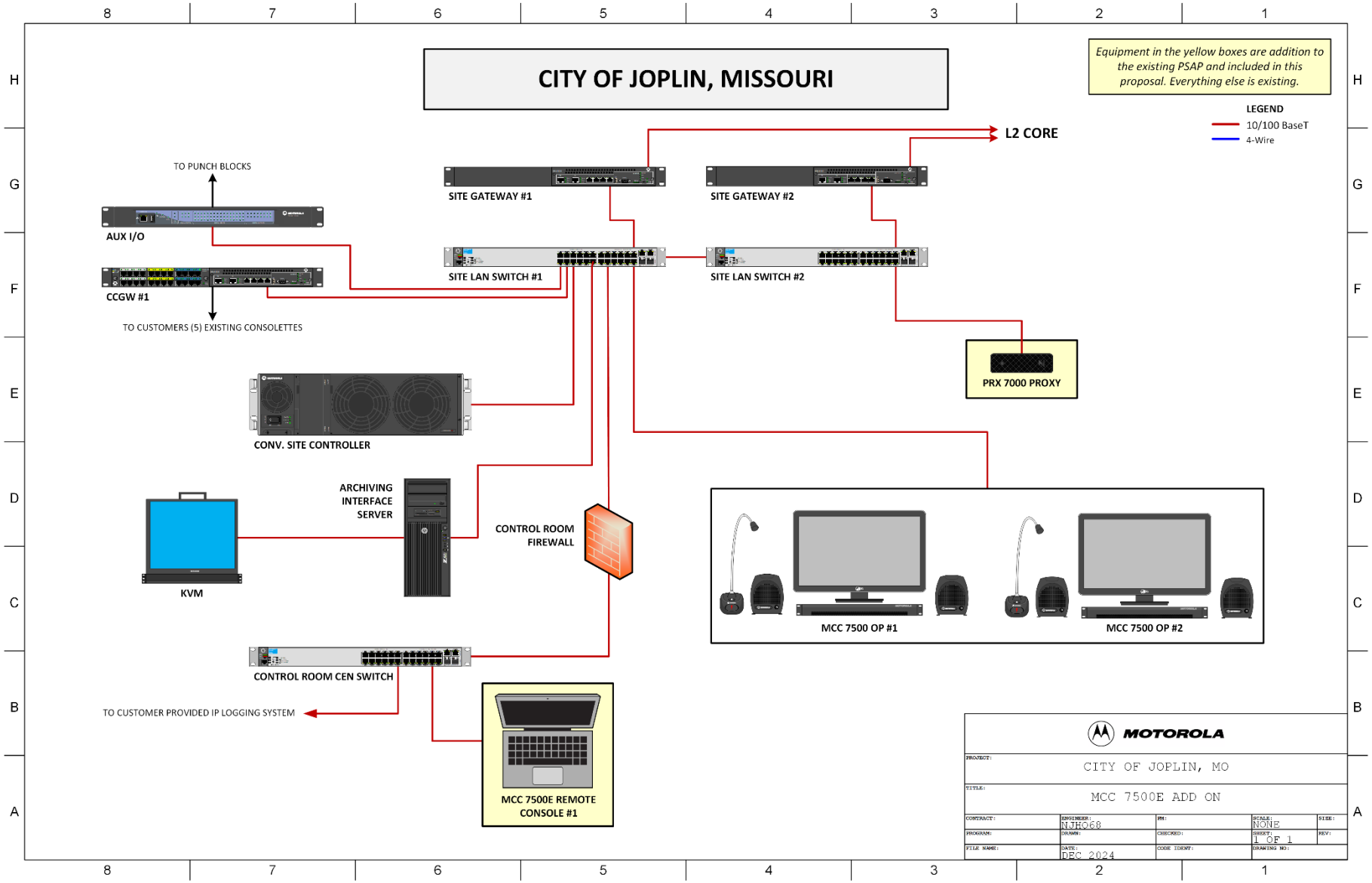
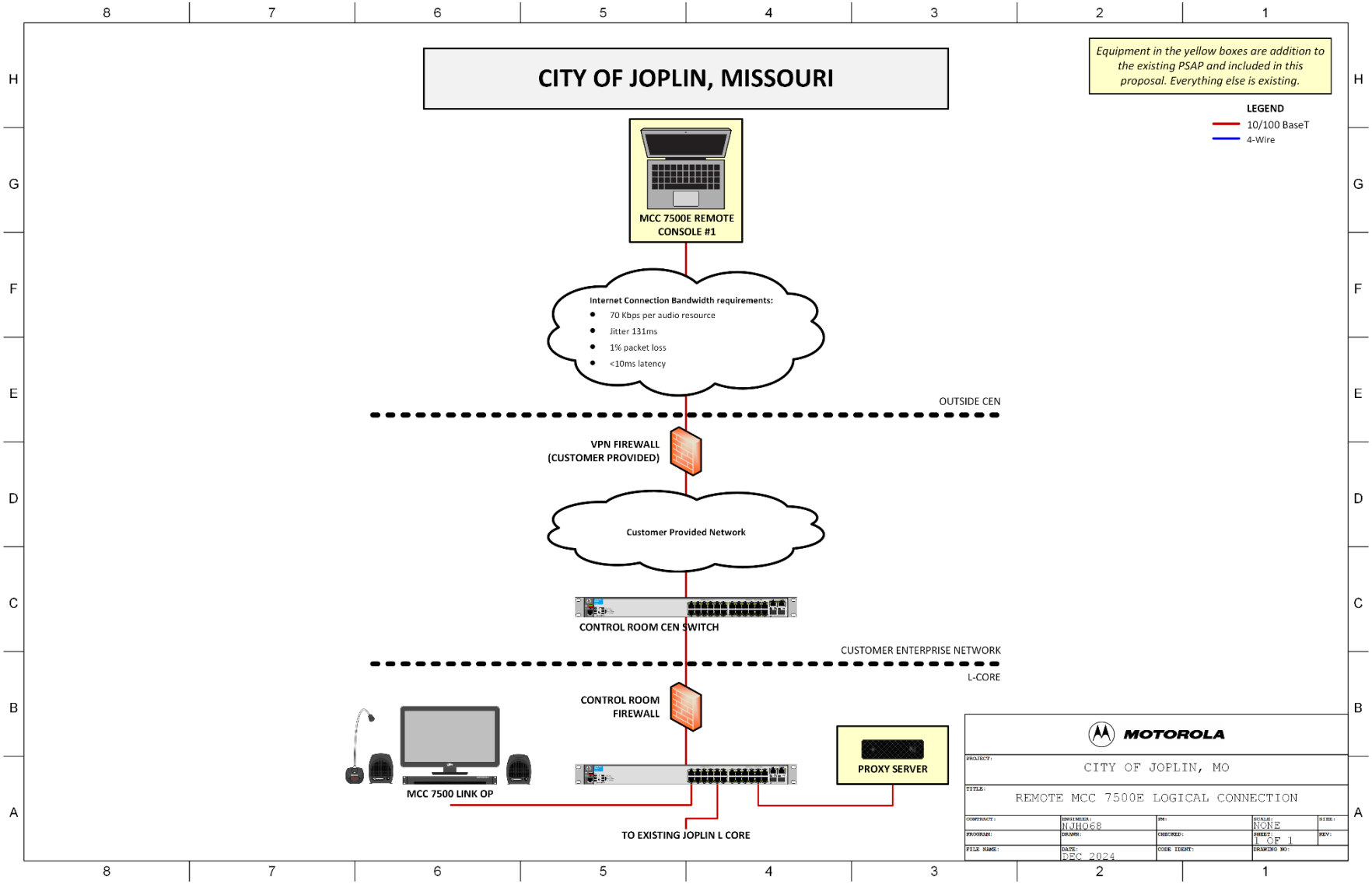

CITY OF JOPLIN, MISSOURI
Equipment in the yellow boxes are addition to the existing PSAP and included in this proposal. Everything else is existing.
LEGEND
10/100 BaseT
4-Wire
L2 CORE
TO PUNCH BLOCKS
AUX I/O
CCGW #1
TO CUSTOMERS (5) EXISTING CONSOLETTES
SITE GATEWAY #1
SITE GATEWAY #2
SITE LAN SWITCH #1
SITE LAN SWITCH #2
PRX 7000 PROXY
CONV. SITE CONTROLLER
ARCHIVING INTERFACE SERVER
KVM
CONTROL ROOM FIREWALL
MCC 7500 OP #1
MCC 7500 OP #2
CONTROL ROOM CEN SWITCH
TO CUSTOMER PROVIDED IP LOGGING SYSTEM
MCC 7500E REMOTE CONSOLE #1
MOTOROLA
PROJECT: CITY OF JOPLIN, MO
TITLE: MCC 7500E ADD ON
ENGINEER: NJHO68
SCALE: NONE
SHEET: 1 OF 1
DRAWN:
CHECKED:
DATE: DEC 2024
CONTRACT:
PROGRAM:
FILE NAME:
PM:
CODE IDENT:
DRAWING NO:
SIZE:
REV:

Diagrams


CITY OF JOPLIN, MISSOURI
Equipment in the yellow boxes are addition to the existing PSAP and included in this proposal. Everything else is existing.
LEGEND
10/100 BaseT
4-Wire
MCC 7500E REMOTE CONSOLE #1
Internet Connection Bandwidth requirements:
70 Kbps per audio resource
Jitter 131ms
1% packet loss
<10ms latency
OUTSIDE CEN
VPN FIREWALL (CUSTOMER PROVIDED)
Customer Provided Network
CONTROL ROOM CEN SWITCH
CUSTOMER ENTERPRISE NETWORK
L-CORE
CONTROL ROOM FIREWALL
PROXY SERVER
MCC 7500 LINK OP
TO EXISTING JOPLIN L CORE
MOTOROLA
CITY OF JOPLIN, MO
REMOTE MCC 7500E LOGICAL CONNECTION
NONE
1 OF 1
DEC 2024

Diagrams

Section 3

Motorola provided Equipment

LIM	O	APC	QTY	NOMENCLATURE	DESCRIPTION
1	-	877	1	SQM01SUM0323A	ASTRO MASTER SITE
1	a	877	1	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
1	b	877	1	CA01316AA	ADD:UNC ADDTL DEVICE LIC (QTY 10)
1	c	877	1	CA03517AD	ADD: CORE EXPANSION
2	-	244	1	B1948A	MCC 7500E DISPATCH POSITION LICENSES
2	a	244	1	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE
2	b	244	1	UA00653AA	ADD: BASIC CONSOLE OPERATION LICENSE
2	c	244	1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION LICENSE
2	d	244	1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION LICENSE
2	e	244	1	UA00658AA	ADD: SECURE OPERATION LICENSE
2	f	244	1	UA00659AA	ADD: ADP--AES--DES-OFB SOFTWARE ALGORITHMS
2	g	244	1	UA00661AA	ADD: ENHANCED IRR OPERATION LICENSE
2	h	244	1	UA00254AA	ADD: PRX 7000 PROXY SW LICENSE (1-10 CONNECTIONS)
3	-	443	1	BVN6079A	SOFTWARE,PRX 7000 PROXY APPLICATION SW DVD
4	-	207	1	DDN2825A	USB HEADSET BASE WITH PTT
5	-	229	1	DDN1396A	USB DUAL ACTION FOOTSWITCH W/INPUT JAKC KINESIS PART # FS22AJ-JSB
6	-	708	2	DSF2B56AA	USB EXTERNAL DVD DRIVE
7	-	708	1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
8	-	706	1	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
9	-	708	1	TT4581A	Z BOOK G10 LAPTOP
10	-	229	1	DDN9748A	19 INCH BLACK SHELF
11	-	443	1	BVN6079A	SOFTWARE,PRX 7000 PROXY APPLICATION SW DVD
12	-	708	1	TT4270A	Z2 G9 MINI WORKSTATION NON RETURNABLE
13	-	708	2	T8742A	MCAFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
14	-	877	2	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
15	-	754	1	B1951B	MICROPHONE, DESKTOP, USB
15	a	754	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
16	-	754	2	B1952B	SPEAKER, DESKTOP, USB
16	a	754	2	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
16	b	754	2	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
16	c	754	2	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
17	-	244	1	B1949A	MCC 7500E SOFTWARE DVD

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Section 4

Statement of Work

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to the City of Joplin (Customer), and the tasks to be performed by Motorola Solutions, its subcontractors, and the City of Joplin.

Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Ottawa P.D.

This SOW is a working document that may be revised as needed to incorporate any changes associated with contract negotiations, Contract Design Review (CDR), and any change orders that may occur during the execution of the project

4.1 General Project Standards and Guidelines

Motorola Solutions takes great care in designing our radio systems to meet or exceed the needs and safety of the users and the applicable industry standards. Motorola Solutions' end user equipment also exceeds many of the Military Standards for harsh environments. When shipping products and installing radio equipment, Motorola Solutions meets all the legally required standards and regulations.

4.1.1 Quality Management and Standards

It is the policy of Motorola Solutions to produce and provide new products and services of the highest quality in every aspect of project lifecycle, system design, manufacturing, procurement, installation/implementation, and system warranty and maintenance.

All work will be performed consistent with high quality commercial practice and in accordance with Motorola Solutions' Quality Standards for Fixed Equipment Installations and all applicable manufacturer installation and maintenance manuals.

All work shall be done in a neat and professional manner and shall comply with the applicable national, state and local codes and regulations.

4.1.2 Permission to Proceed

Motorola Solutions or our subcontractors shall not proceed with any site work without the Customer's written approval to proceed.

Motorola Solutions understands no work requiring applicable drawings, permits, regulatory approvals, or other applicable information shall commence without Customer's approval to proceed.

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4.1.3 Equipment Labeling

Motorola Solutions shall label all Motorola Solutions provided and installed network, data, and audio cables end-to-end.

4.1.4 Site Cleanup

Motorola Solutions and its subcontractors shall clean-up and remove from the work site all rubbish and construction debris, resulting from their own work at all times. The entire job site areas shall be left clean and free of trash, debris, scrap materials, and excess materials resulting from equipment installations.

4.1.5 Change Orders

Either Party may request changes within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

4.2 Pre-Installation Phase

4.2.1 Project Kickoff/Detailed Design Review

Shortly after an executed contract, Motorola Solutions and the Customer Project Teams shall schedule a detailed design review at Customer provided meeting location. Motorola Solutions shall present in detail all documents and services included in the final contracted solution. Motorola Solutions will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or ‘locked down’ when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola Solutions. Once signed by both parties and any subsequent changes shall be captured again via the change order process as described below.

Final Design Milestone: Motorola Solutions and Customer sign a milestone completion certificate acknowledging design is final. Ordering of equipment shall now commence.

4.2.2 Equipment Shipment and Storage

All Motorola Solutions provided Equipment will be shipped to a Customer provided local storage/warehouse. Motorola Solutions will be responsible for shipment tracking, inspections, inventory, and, if necessary, processing of equipment returns/replacements resulting from physical damages upon arrival (DOA). Customer shall be responsible for receiving of equipment and storing in a safe secure area.

Product Ship Acceptance Milestone: Motorola Solutions and Customer sign a milestone completion certificate acknowledging that all Motorola Solutions provided equipment have been received, inventoried, and inspected for acceptance and returned/replaced resulting from any DOA.

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4.2.3 Cutover and Acceptance Test Plans

Once the Design Review is complete a critical step is developing comprehensive cutover and acceptance testing plans. The acceptance test plan (ATP) covers testing of all included features and functions for the installed equipment in order to verify that the solution operates according to its design and the Customer's satisfaction. Motorola Solutions will develop and present a preliminary ATP and review in detail with the Customer. Both parties shall agree to a final ATP prior to scheduling an ATP at the appropriate time. Motorola Solutions will be responsible for documenting and distributing the final ATP. Both parties will sign the ATP acknowledging completion and passing of all tests.

The cutover plan details out the timeline of critical events or steps that will guide the collective responsibilities of both Motorola Solutions and Customer leading up to, during, and following the actual transition from the Customer's current technology to the newly installed technology. Motorola Solutions and the Customer shall meet as needed to discuss and develop a mutually agreed to cutover plan. Motorola Solutions will be responsible for documenting and distributing the final cutover plan.

4.3 Installation Cutover Phase

Installation of equipment shall not commence until both parties agree on installation dates and times.

Installation of the new equipment shall be done in accordance with the approved cutover plan.

4.4 Dispatch Console Equipment

4.4.1 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Pick-up, deliver, and install Motorola provided equipment in Customer provided equipment desktop space.
  - The new equipment will be connected to the Customer provided fiber network and demarcation point.
  - It is standard practice for Motorola to conduct a 24 hour test of the link prior to connecting the new equipment. Motorola will notify the Customer of any issues that should be corrected prior to connecting the new dispatch console equipment.
  - Equipment will be installed in Customer provided or existing rack(s)
- Provide and install appropriate voice/data cable from new Proxy Server to existing LAN switch.
  - It is assumed the server and switch will be installed in the same rack and/or equipment room, or in the same room with Customer provided cable tray(s).
- Plug new equipment to Customer provided electrical outlets.
- Properly install and ground all new equipment to existing site/rack ground system.
- Prepare all new equipment for final acceptance testing with Customer.
- Perform Acceptance Testing with Customer to confirm equipment operates as designed.
- Implement approved cutover plan (determined by Motorola and Customer during implementation phase).

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- Administer safe work procedures for installation.
- Provide final as-built documentation and diagrams of newly installed equipment.
- Provide 1st year warranty support services as described in the Warranty Maintenance section.

4.4.2 Customer Responsibilities

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Joplin vendors or contractors.
- Where applicable, provide equipment floor/desktop space, cable support/tray(s), and wall penetrations.
- Provide adequately sized main and back-up power sources (i.e. generator, UPS).
- Provide adequately sized network connection between the remote position and the main PSAP (link has to meet the Network Requirements outlined in Section 1.1.3).
- Providing all the equipment and installation of the Fiber connection between the two PSAP's.
- See diagrams for Customer provided or existing equipment.

4.5 Final Acceptance Project Closure

Final system acceptance shall not be deemed successful until all ATP tests pass, all project punchlist items are resolved, all project deliverables are complete, and the Customer and Motorola Solutions mark the event by signing and dating the **Final System Acceptance milestone** certificate.

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Section 5

Maintenance Support

5.1 Motorola Solutions Warranty Support

Motorola Solutions has over 85 years of experience supporting Mission–Critical communications for public safety and public service agencies. Motorola Solution's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

MOTOROLA 1st YEAR WARRANTY SUPPORT

Motorola's standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition, the new equipment will be aligned with your existing maintenance agreement during the 1st year warranty support period. System warranty starts upon final acceptance or beneficial use, whichever comes first.

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5.2 Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. Motorola will need to seek alternate solutions in the case of invalid assumptions.

- A Performance Bond is not required.
- Union Labor is not required, therefore not included in this quote.
- Prevailing Wages are not required.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.

  Electrician services are not included.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.

  Any tower stress analysis or tower upgrade requirements are the responsibility of the Customer.
- Any site/location upgrades or modifications are the responsibility of the Customer.
- All Communication Sites can be accessed with a 4 wheel drive vehicle. Anything beyond the use of a 4 wheel drive vehicle will require a change order to capture the additional cost.
- Interfacing to 3rd party equipment or applications is not a part of this proposal.
- Approved FCC licensing is responsibility of <<Joplin City>>.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. This may include dedicated phone circuits, microwave links, or other types of connectivity.
- Portable and mobiles used for testing will be provided by Customer.
- Training is not included in this proposal.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Customer's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

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Section 6

Pricing Summary

Description	Price
MCC7500E Remote Dispatch Console (1), System Integration, and 1st Year warranty support.	$127,733
Missouri State Contract Discount	($13,605)
System Total	**$114,128**

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Section 7

Contractual Documentation

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and City of Joplin ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A "Motorola Software License Agreement"
Exhibit B "PAYMENT"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

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"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which

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Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the

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performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola

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Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in

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Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the

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recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is stated in the Proposal. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

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Name:_____

Address:_____

Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____

Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____

Address:_____

Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

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10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty

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claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle

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the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's

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liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take

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reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use,

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host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as

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an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any

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issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**City of Joplin**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and Wayne County, IA (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and

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non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to

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Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with

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functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of

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"commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an

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evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon Final Acceptance.

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

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COUNCIL BILL NO. 2025-601 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Motorola Solutions, Inc. in the amount of One Hundred Fourteen Thousand, One Hundred Twenty-Eight Dollars and 00/100 Dollars ($114,128.00) for the purchase of a remote dispatch console; authorizing the City Manager to execute the same by and on behalf of the City of Joplin, and setting an effective date.

WHEREAS, Motorola Solutions is the sole source provider of the City of Joplin public safety consoles by Missouri State Contract; and,

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a remote dispatch console by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That a Purchase Order issued to Motorola Solutions, Inc. covering the purchase of a remote dispatch console, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on January 22, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this ____ day of _____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-602– Police Replacement Vehicle Purchase.

MEETING DATE
January 6, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-602.

REVIEWED BY
Dept. Head: Police Chief Richard Pearson; Director of Finance: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nicholas Edwards

SUMMARY
This Council Bill approves the budgeted purchase of two (2) Chevy Tahoe's as replacement Police Vehicles at a total cost of $108,420.00.

BACKGROUND
This allows for the purchase of 2 replacement police vehicles that were approved in the normal budgetary process as approved by Ordinance 2024-151 on October 21, 2024.

FUNDING SOURCE
These payments are included in the FY 2024-25 Police Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill on first reading.

COUNCIL BILL NO. 2025-602 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of One Hundred and Eight Thousand Four Hundred Twenty Dollars and No Cents ($108,420.00) for the purchase of two (2) replacement Chevy Tahoe Police vehicles; authorizing the City Manager to execute the same by and on behalf of the City of Joplin and setting an effective date.

WHEREAS, Don Brown Chevrolet is provider of the City of Joplin Police Vehicles by Missouri State Contract CC240138005; and,

WHEREAS, in the FY 2024-2025 budget process, the Council approved and budgeted funds to cover the purchase of replacement Chevy Tahoe Police Vehicles by Ordinance 2024-151 on October 21, 2024.

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

Section 1. That a purchase order issued to Don Brown Chevrolet, covering the purchase of two replacement Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on January 22, 2025.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2025-102 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. (CMT) for design and bidding services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport and containing an emergency clause.

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
Council Bill 2025-102; Consulting Agreement

REVIEWED BY
Director of Public Works, Dan Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilly, Inc. (CMT) in the not to exceed amount of Ninety-Seven Thousand Eight Hundred Ten and 88/100 Dollars ($97,810.88) for design and bidding services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport.

BACKGROUND
The Airport uses a 5-year Consulting Agreement that has 2 years left with CMT. As part of this agreement, they are to submit the costs for and perform any designing & bidding of projects that arise during that time.

Total costs for designing & bidding services for the replacement of the existing passenger boarding bridges amount to $97,810.88. This cost will be covered 95/5 federal to local share with a Federal Grant under the Airport Terminal Program (ATP), which results in the federal share of $92,920.34 and a local share of $4,890.54.

The existing Passenger Boarding Bridges (PBBs) were relocated from the Springfield-Branson National Airport (SGF) and installed at JLN in 2009. The PBBs are over 30 years of age and have far exceeded their useful life. They are unreliable, require high maintenance and repair costs, and have outdated and inefficient features. The replacement PBBs will be state-of-the-art bridges that meet accessibility standards, improve operational efficiency, are more environmentally friendly by providing preconditioned air (PCA) and will provide new, more efficient and reliable ground power units (GPUs).

Replacing the PBBs at JLN will allow the airport the ability to continue to avoid ground loading of aircraft, which is more time consuming, less accessible for people with disabilities, and

exposes passengers to weather elements.

In July 2024, the FAA issued a Notice of Funding Opportunity (NFO) for airports to submit applications for the FY 2025 Airport Terminal Program (ATP). This funding is part of the 2021 Infrastructure Investment and Jobs Act, which provides $1 billion annually to support the ATP. The funds are allocated on a competitive basis, with no less than 10% of the total funding designated for Nonhub and nonprimary airports.

In November 2024, JLN was notified by the FAA that JLN had been selected for a federal grant of up to $1,660,000 to design, bid, and replace one of the existing PBBs under the ATP program.

In addition to the ATP funding, JLN is also eligible for up to $1.3 million in FY 2025 in Airport Infrastructure Grants (AIG) (AIG is a separate component of the Infrastructure Investment and Jobs Act.) JLN proposes to utilize approximately $1,000,000 of this funding to replace the second PBB not included in the FAA ATP grant award.

In order to receive the FY25 ATP funding the city is required to design and receive bids for this project no later than June of 2025. The schedule proposed in the design agreement will allow the City to meet this requirement and avoid missing out on this funding opportunity.

FUNDING SOURCE

FAA BIL ATP Grant no. 3-29-0037-030 (Gate 1 PBB), AIP Grant No. 3-29-0037-061 (Gate 2 PBB), Airport Fund and containing a Budget Amendment

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance related to public improvement, within the meaning of Section 2.12(6) of the Home Rule Charter of the City of Joplin, and, as such, this Ordinance shall become effective immediately upon its passage. Specifically, this Council Bill needs to be approved on an emergency basis to allow execution of the agreement within the FAA funding time limitations.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

Airport Name:	Joplin Regional Airport
Project No.:	3-29-0037-xxx
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement, MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) Not Used.

(D) "CONSULTANT" means the firm providing professional services to

the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related services and the furnishing of all equipment, supplies, and materials in conjunction with

such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been

detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_progra

m.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms

which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Alliiance	400 Clifton Avenue Minneapolis, MN 55403	Passenger Boarding Bridge Planning	$ 21,840.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$97,810.88,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance, social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this

Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise

provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for

the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property

developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the

Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or

breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or

omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal to the Sponsor’s sovereign immunity caps as stated in section 537.600 RSMo and

subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest

(hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials

and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain

testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or

subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work

personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with

its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such

sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor's representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S	Allison Zahner		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	azahner@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Dave Nauman, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	One S. Memorial Drive, Suite 500 St Louis, MO 63102		
PHONE	(314) 436-5500	FAX	(314) 436-0723
E-MAIL ADDRESS	dnauman@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act

upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall

be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary & Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services – Manhour Cost Breakdown.

(G) Exhibit VI: Performance Schedule

(H) Exhibit VII Project Sketch

(I) Exhibit VIII Federal Contract Provisions for A/E Agreements

(31) SUBCONSULTANT AGREEMENTS

(J) Exhibit IX Alliiance Proposal

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____	By: _____
Signature	Signature
Title:	Title:
ATTEST:	ATTEST:
By: _____	By: _____
Signature	Signature
Title: _____	Title: _____

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT I

PROJECT DESCRIPTION

Design & Bidding Professional Services

Perform Design & Bidding Phase Services for the proposed project named:

Passenger Boarding Bridge (PBB) Replacement Project for Gates 1 and 2.

at the Joplin Regional Airport (JLN)

BIL No. 3-29-0037-XXX (2024)
AIP No. 3-29-0037-XXX (2024)

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EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually or in Joplin at the Airports discretion.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

This Agreement is limited to design and bidding phase services and does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

See Attachment A – General Scope of Design and Bidding Phase Services, following pages.

ATTACHMENT A

GENERAL SCOPE OF DESIGN AND BIDDING PHASE SERVICES

REPLACE PASSENGER BOARDING BRIDGES
PROJECT NO. TBD

December 23, 2024

JOPLIN REGIONAL AIRPORT

GENERAL

The following Scope of Work has been prepared to address the project outlined in the BIL ATP project information and application, at Joplin Regional Airport (JLN). The BIL ATP funds will be supplemented with BIL AIG funds to provide for 2 new passenger boarding bridges at the Joplin Regional Airport. Crawford, Murphy and Tilly, Inc. (hereinafter referred to as the CONSULTANT) shall provide preliminary design services, develop contract documents and provide bid assistance for the Replace Passenger Boarding Bridges project at JLN. A project sketch of the proposed work area is attached.

The CONSULTANT's scope of work is generally structured to correspond to three project phases as follows:

1. Preliminary Phase
2. Design Phase
3. Bidding Phase

Work shall be designed in substantial conformance with current FAA regulations and design criteria.

SCOPE OF SERVICES

The CONSULTANT shall perform the following scope of services detailed as follows:

Preliminary Phase

A. Quality Assurance Plan and Quality Control Reviews

A Quality Assurance Plan (QAP) will be developed that will act as the program guidance for the CONSULTANT's implementation of the project scope. The purpose of the QAP is to prevent errors and the need for re-work, provide for the continuous improvement of CMT's design process, provide quality services, and facilitate client satisfaction. The QAP includes

a description of the project team, a written project plan, a quality control plan, a post project evaluation plan, project checklists, project forms, and a proposed project schedule.

The CONSULTANT will also complete internal quality control reviews of the various deliverables before their submission to JLN. CMT staff members not assigned to the project shall complete the reviews. Effort for QC reviews is included for each deliverable to be submitted to JLN.

B. Project Kickoff Meeting

An on-site project kickoff meeting will occur with JLN representatives, project stakeholders, and the CONSULTANT. During this meeting items to discuss include, but are not limited to,

1. General project scope,
2. Project team responsibilities.
3. Critical schedule milestones,
4. Preliminary construction phasing, including temporary gate closures and contingency aircraft loading intentions while work is ongoing.
5. Operational procedures for airfield access during design phase services.
6. Scheduling survey crew for site surveys.

This meeting may also include planning and coordination with other active airfield projects and other projects currently in the planning/design phases.

A site visit by project team members is assumed.

The CONSULTANT shall prepare meeting minutes and distribute them to all meeting attendees within 3 business days of the meeting conclusion.

C. Record Information Review

The CONSULTANT shall review all available data (reports, original drawings, cost estimates, etc.) pertaining to existing conditions of the site and on-going construction projects that will have an impact on the proposed improvements as much as they are available to view. JLN will provide these historical documents to the CONSULTANT.

D. Preliminary Design Report with Options

The CONSULTANT shall develop a design report that examines options for PBB replacement.

1) Develop concept alternatives considering capabilities at each of the existing passenger boarding bridges to be replaced.

2) Up to two options will be prepared for the passenger boarding bridge replacement plan which will include PBB location, fixed tunnel sections, serviceable aircraft fleet mix, minimum and maximum operational capabilities, and aircraft parking positions.

3) Provide planning level documentation considering future terminal building expansion to minimize potential "throw away" construction.

4) Using the MPU fleet mix, document the range of aircraft to be accommodated at the PBB Replacement Gates

5) Confirm the preferable bid document set up as follows:

    a) Develop bidding documents that will support the duel grant funding that will support this project BIL ATP (for the first bridge) and BIL AIG (for the second bridge).
    b) Develop pay items that will accurately separate these project costs elements.

6) The design report will analyze PBB Replacement Gate layouts, considering the following items:

    a) Accommodating terminal expansion as shown in the Master Plan as much as possible. Evaluate two or three different passenger loading bridge layout scenarios.
    b) New lead-in lines, a fixed tunnel connected to the building, determining optimal rotunda placement considering future build out, and a movable boarding bridge component.
    c) Adjust/relocate lead-in lines at adjacent non-replaced PBB gates while not affecting the overall PBB operational range.

7) Develop evaluation matrix, diagrams, and summary narrative for the above evaluation.

Up to two layout options will be analyzed and estimates of probable cost developed. A comparison and recommendation will be made of the two options for consideration by JLN. This deliverable will be in the format of a report with key details and base sheets included as follows:

1) Approximate construction limits
2) Demolition plan
3) New Passenger Board Bridge (PBB) layout plan and rotunda placement.
4) Preliminary Construction Safety and Phasing Plan (CSPP) that includes contractor project access, material storage plan and critical point submittal for air space analysis
5) Discussion on interface between new fixed boarding bridge section and building

6) Discussion regarding power and HVAC accommodations to be included in the new PBB construction
7) Pavement marking modifications
8) Preliminary Cost Estimates

E. Design Report Review Meeting

The CONSULTANT shall coordinate with JLN to schedule an in-person meeting with JLN staff to review and discuss the preliminary design. Deliverables shall be submitted to JLN no fewer than 5 business days prior to the scheduled meeting. The review meeting allows JLN staff and the CONSULTANT to discuss any questions or concerns regarding information presented in the plans. Specifically, the discussion should focus around the CSPP, obtaining airport stakeholder support for the proposed plan and confirmation of the project's direction. The CONSULTANT shall prepare meeting minutes and distribute them to all attendees within 3 business days.

2. Design Phase

Final cost estimate, plans and PBB specification will be a performance type specification including manufacturer design of the reinforced concrete structural foundation for the rotunda, and electrical and mechanical components & improvements to provide a full operational PBB unit(s).

The CONSULTANT shall prepare the following 80% complete design documents for review by the Airport and FAA.

1. 80% complete plans
2. 80% complete specifications
3. 80% complete cost estimate
4. 80% complete estimate of construction duration
5. 80% complete Construction Safety Phasing Plan (CSPP)

A. Design Development Review Meeting

The CONSULTANT shall coordinate with JLN to schedule an in-person meeting with JLN staff to review and discuss the eighty percent (80%) design submittal. Deliverables shall be submitted to JLN no fewer than 5 business days prior to the scheduled meeting. The CONSULTANT shall prepare meeting minutes and distribute them to all attendees within 3 business days.

B. Final Plans and Specifications (100%).

The CONSULTANT shall prepare the following final items for use in project bidding.

1. Final plans
2. Final specifications

3. Final estimate of construction duration
4. Final bid schedule (pay items and quantities)
5. Final Construction Safety Phasing Plan (CSPP)

C. Airspace Analysis for Construction.

The CONSULTANT shall prepare the Points of Interest (POI) and Construction Safety and Phasing Plan (CSPP) as required to meet project construction deadlines. Additionally, the CONSULTANT shall prepare FAA Form 7460 for the construction phase of the work. JLN will submit these three documents to the FAA for airspace analysis. All airspacing documents shall be completed and ready to submit to the FAA no fewer than 60 days prior to the anticipated bid opening date.

It should be noted that, based on the accelerated project timeline, it is assumed that consensus and concurrence on the CSPP and overall phasing plan will be reached at the 80% review level.

3. Bidding Phase

The CONSULTANT shall complete the following tasks to assist JLN through the bidding phase of the project:

A. Coordinate and attend one pre-bid meeting and support JLN as they present the project to potential contractors.
B. Respond to contractor questions and develop addenda as needed.
C. Maintain up-to-date set of drawings and specifications incorporating addendum (consolidated set). Prior to Notice to Proceed to the contractor, provide one full size set of plans and revised set of electronic files.
D. Assist JLN in analyzing submitted bids.
E. Provide a bid award recommendation to JLN.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT IIA

FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

The most current versions of these ACs and any associated changes at can be found on the FAA website as follows:

http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

The version of the advisory circular effective at the Notice to Proceed date of this project shall apply to the design and bidding phases of this project.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport

150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys

150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories

150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems

150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place and pay for project advertisement in local media as required by federal rules.

9. Manage and perform the bid opening and conduct site visits for bidders.

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-xxx
BIL Project No.: 3-29-0037-xxx

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

PBB REPLACEMENT GATES 1 & 2

SUMMARY OF COSTS
11/272024

	Fee	Hours
Design and Bidding Services	$97,810.88	508
Total	**$97,810.88**	**508**

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI
PBB REPLACEMENT GATES 1 & 2

11/272024

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	0	$107.43	$0.00
Project Manager II	18	82.16	$1,478.88
Project Manager I	136	65.72	$8,937.92
Senior Engineer I	0	50.45	$0.00
Engineer I	154	38.59	$5,942.86
Senior Planner I	28	49.98	$1,399.44
Planner I	0	38.82	$0.00
Land Surveyor	16	56.28	$900.48
Senior Technician I	0	49.14	$0.00
Technician I	142	32.49	$4,613.58
Admin./Accounting Assistant.	14	26.03	$364.42
	508		

Total Direct Salary Costs = $23,637.58

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 170.76 % = $40,363.53

3 SUBTOTAL:

Items 1 and 2 = $64,001.11

4 PROFIT:

15 % of Item 3 Subtotal = $9,600.17

Subtotal $73,601.28

5 OUT-OF-POCKET EXPENSES:

a. Mileage	2320	Miles @	$0.655	/ Mile =	$1,519.60
b. Meals	5	Days @	$45.00	/ Day =	$225.00
c. Motel	5	Nights @	$125.00	/ Night=	$625.00
d. Flights	0	Flights @	$1,000.00	/Flight =	$0.00

Total Out-of-Pocket Expenses = $2,369.60

6 SUBCONTRACT COSTS:

a. Alliance = $21,840.00
b. =
c. =

= $21,840.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $97,810.88 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT
JOPLIN, MISSOURI

BASIC AND SPECIAL SERVICES
PBB REPLACEMENT GATES 1 & 2

11/272024

Classification: Gross Hourly Rate:		Principal $334.51	Project Manager II $255.82	Project Manager I $204.63	Senior Engineer I $157.09	Engineer I $120.16	Senior Planner I $155.62	Planner I $120.88	Land Surveyor $175.24	Senior Technician I $153.01	Technician I $101.17	Administrative Accounting Assistant $81.05	Other Costs
A. DESIGN SERVICES													
1. Preliminary Phase													
A. Quality Assurance / Quality Control			4										
B. Project Kickoff Meeting				8		8							
C. Record Information Review						4							
D. Topographic Survey									16		16		
E. Preliminary Design Report			8	16		24	28				16	2	
F. Design Report Review Meeting				16								2	
2. Design Phase													
Preliminary Plans & Specifications			2	24		40					60	4	
Preliminary Cost Estimate			2	4		12							
Preliminary Construction Schedule				2		2							
Preliminary CSPP				4		8							
A. Design Development Review Meeting				16									
B. Final Plans and Specifications, Cost Estimate, Schedule, CSPP			2	24		40					40	2	
C. Airspace Analysis				4		4					4		
3. Bidding Phase													
A. Pre-bid Meeting - Virtual				8								2	
B. Answer questions, prepare addenda				4		8					2		
C. Prepare conformed plans and specs				2		2					4	2	
D. Bid analysis				2		2							
E. Award recommendation				2									
Total hours =	508	0	18	136	0	154	28	0	16	0	142	14	(1,2,3,4,5)
Total =	$97,810.88	$0.00	$4,604.85	$27,830.36	$0.00	$18,504.52	$4,357.49	$0.00	$2,803.86	$0.00	$14,365.49	$1,134.71	$24,209.60

TOTAL = **$97,810.88**

(1) Mileage, Motel and Meals
(2) Equipment, Materials and Supplies
(3) Computer Services
(4) Vendor Services
(5) Printing and Shipping

Exhibit V-1

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

Based on an anticipated Notice-to-Proceed date of January 1, 2025, the project will be completed in accordance with the below schedule. NOTE: This schedule makes several assumptions that are critical to project completion, including the following:

1. Outside review times are 2 weeks for the design report and for the 80% review.
2. Review meetings will be held as scheduled and issues resolved at those meetings.
3. Advertisement can occur immediately after completion of 100% Design.

Milestone	Interval	Date
Consultant NTP	N/A	Dec 16
Preliminary Phase Meeting with Client Alliance Study Surveys On Site Visit CMT Design Report,	4-6 weeks	Feb 1
Design Report Review	2 weeks	Feb 15
75% Design	4 weeks	Mar 15
SGF 75% Design Review	2 weeks	April 1
100% Design	3 weeks	April 21
Project out for bid	3 weeks	May 15
Bid Opening	N/A	June 15
Contractor NTP	4 weeks	July 15
PBB Manufacture	31 weeks	Feb 15, 26
PBB Install	8 weeks	April 12, 26

Airport: Joplin Regional Airport
Federal Project No.: 3-29-0037-0XX (2023)
BIL Project No.: 3-29-0037-xxx

EXHIBIT VII

PROJECT SKETCH

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:



EXHIBIT VIII

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS 6

SEISMIC SAFETY 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN'S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT IX

SUBCONSULTANT AGREEMENTS

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

ALLÏIANCE

400 Clifton Avenue
Minneapolis, MN 55403
612.874.4100
alliiance.com

November 15, 2024

Neil Ralston, Senior Aviation Project Manager
Crawford, Murphy & Tilly
1627 Main St Suite 600
Kansas City, MO 64108

Via Email: nralston@cmtengr.com

RE: **PASSENGER BOARDING BRIDGE REPLACEMENT PLANNING, REV 0**
Joplin Regional Airport
Joplin, MO

Dear Mr. Ralston,

We appreciate the opportunity to continue our partnership with CMT and the Joplin Regional Airport (JLN) by providing a planning services proposal to assist with the airport's passenger boarding bridge (PBB) replacement project.

PROJECT UNDERSTANDING

We understand that the airport has recently received notification that they have been awarded funding as part of the Bipartisan Infrastructure Law (BIL) administered by the Federal Aviation Administration (FAA). The airport will receive approximately $1.7 million in funding to replace one of the airport's aging passenger boarding bridges.

While the funding will be used for the replacement of one of the two passenger boarding bridges at the airport, CMT would like to include an 'add alternate' for the replacement of the second passenger boarding bridge.

The existing passenger boarding bridges were relocated from Springfield-Branson National Airport (SGF) following the completion of SGF's new terminal building in 2009. The original date of manufacture for the bridges is unclear. It is unclear if the existing installation and structure at the rotunda is a manufacturer approved detail or if it was uniquely developed site-specific installation for JLN.

Electronic drawings made available for Alliiance's previous work with CMT at the airport do not appear to represent the as-built existing conditions in terms of the location and orientation of the passenger boarding bridges. It is understood that CMT will include survey scope to better understand the existing conditions.

For the purposes of this document, the term "Alliiance" and associated logotype abbreviates the legal name "Architectural Alliance, Inc."

SCOPE OF WORK

Alliiance will provide planning level documentation to help establish the location and performance criteria for the replacement passenger boarding bridges. Where possible, planning should do it's best to accommodate future terminal building expansions identified in the airports recently completed masterplan update to minimize potential "throw away" construction.

The planning level documentation will not include any formal Alliiance authored construction documents. Documentation will be limited to conceptual planning diagrams, matrices, and summary narratives to support the basis of design and procurement documentation.

Detailed design and engineering for the bridge replacement will be provided by the successful contractor. Detailed design may include at minimum structural engineering for bridge and fixed tunnel walkway foundations and development of details where the bridges or fixed tunnel walkways interface with the existing building.

This proposal does not include construction administration. If necessary, a separate scope and fee proposal may be developed for construction administration in the future.

Primary elements of the scope of work are detailed below:

Project Management

Provide general project management and administration throughout the preliminary, design, and bidding phases.

Concept Alternatives & Documentation

The concept alternatives & documentation phase will include the documentation of the existing location and capabilities at each of the existing passenger boarding bridges to be replaced.

Up to two options will be prepared for the passenger boarding bridge replacement which will include PBB location, fixed tunnel sections, serviceable aircraft fleet mix, minimum and maximum operational capabilities, and aircraft parking positions.

If modifications to the interface with the existing building are proposed, concept level plans will be developed to show potential modifications to the location of

interior elements such as access doors, furniture, boarding counters, and backwalls. Detailed construction documentation is not part of the scope of work.

Bidding Support

Provide assistance throughout the bidding and negotiation process. The services include: responding to bidder questions, issuance of addenda, clarifications/changes to documents, etc.

DURATION

The scope and fee proposal assumes an overall duration of three months including one month of bidding.

FEE SUMMARY

We propose to provide the services described in detail above on a lump-sum basis as follows and detailed in the attached spreadsheets.

Project Management	$3,310.00
Concept Alternatives & Documentation	$16,670.00
Bidding	$1,860.00
TOTAL FEE	**$21,840.00**

Reimbursable expenses will be invoiced at cost and are estimated not to exceed $500. No travel for on-site meetings or review of existing conditions is included in this fee proposal.

Please review and let us know if you have any further questions or suggestions.

We are excited by this opportunity to work with the Joplin Regional Airport in partnership with CMT. Feel free to contact me with any comments or questions at 320.761.0371 (mobile).

Sincerely,

Ben Johnson, Assoc. AIA, LEED AP
Principal

Copies to: Eric Peterson, Principal, Alliiance
Shane Wirth, Senior Associate, Alliiance
Ty Sander, Senior Vice President, CMT
Esteban Aguirre, Senior Aviation Planner, CMT

Attachments:

1. 2024.11.15 JLN PBB Replacement Fee Backup – Alliiance.pdf

JOPLIN REGIONAL AIRPORT
PASSENGER BOARDING BRIDGE REPLACEMENT PLANNING
ALLIIANCE

Summary by Task	Labor	Expenses	TOTAL
PROJECT MANAGEMENT	$3,310	$0	**$3,310**
CONCEPT ALTERNATIVES & DOCUMENTATION	$16,320	$350	**$16,670**
BIDDING SUPPORT	$1,710	$150	**$1,860**
TOTALS	$21,340	$500	**$21,840**

Labor Summary	Total Hours	PRINCIPAL-IN-CHARGE	PM / TERMINAL DESIGNER	SENIOR AVIATION PLANNER	ADMIN
	92	2	16	66	8

PROJECT MANAGEMENT	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
General Project Administration	**16**	2	8		6	$3,310
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	**16**	**2**	**8**	**0**	**6**	
Total Labor This Phase		**$580.00**	**$1,920.00**	**$0.00**	**$810.00**	**$3,310**
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$0
TOTAL EXPENSES THIS PHASE						**$0**

CONCEPT ALTERNATIVES & DOCUMENTATION	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
Existing Conditions	**12**		2	10		$2,880
Conceptual Alternatives	**22**		2	20		$5,280
Preferred Alternative	**34**		2	32		$8,160
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	**68**	**0**	**6**	**62**	**0**	
Total Labor This Phase		**$0.00**	**$1,440.00**	**$14,880.00**	**$0.00**	**$16,320**
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$350
TOTAL EXPENSES THIS PHASE						**$350**

BIDDING SUPPORT	Total Hours	PRINCIPAL-IN-CHARGE $290.00	PM / TERMINAL DESIGNER $240.00	SENIOR AVIATION PLANNER $240.00	ADMIN $135.00	Total Cost per Item
General Bidding Support	**8**		2	4	2	$1,710
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
	-					$0
Estimated Total Labor	**8**	**0**	**2**	**4**	**2**	
Total Labor This Phase		**$0.00**	**$480.00**	**$960.00**	**$270.00**	**$1,710**
Expenses						
Mileage, Travel & Other Reimbursable Expenses						$150
TOTAL EXPENSES THIS PHASE						**$150**

COUNCIL BILL NO. 2025-102 ORDINANCE NO.

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc. for design and bidding services for the Passenger Boarding Bridge (PBB) replacement project for Gates 1 and 2 at the Joplin Regional Airport. This agreement is not to exceed amount of Ninety-Seven Thousand Eight Hundred Ten and 88/100 Dollars ($97,810.88); authorizing the City Manager or his designee to execute this agreement by and on behalf of the City of Joplin; amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024; and, containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy & Tilly, Inc., for design and bidding services not to exceed the amount of Ninety-Seven Thousand Eight Hundred Ten and 88/100 Dollars ($97,810.88); a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2025 and is being partially funded through the FAA ATP and AIP Grants.

Section 4. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Ninety-Two Thousand Nine Hundred Twenty and 00/100 Dollars ($92,920.00) and by increasing appropriations by the total amount of Ninety-Seven Thousand Eight Hundred Eleven and 00/100 Dollars ($97,811.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance dealing with a public improvement, is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri, and as such, this Ordinance shall become effective immediately upon its passage. Furthermore, approval of this council bill will ensure that the City and Consultant can fully execute the agreement within required FAA Grant timelines.

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

_____, 2025, by a _____ vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2025-400 – approving a public service agreement between The City of Joplin and Vita Nova Village to fund the Homelessness Services in response to Covid-19.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
January 21, 2025

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
The following agreement is between the City of Joplin and Vita Nova Village for Cares Act Community Development Block Grant funds.

BACKGROUND;
Vita Nova Village was organized to build and maintain a tiny home community that provides homeless individuals with a private home and assists homeless individuals with education and support to obtain employment or increase their earning capacity. Vita Nova Village has applied for funds to adapt services in response to Covid-19. This includes a mobile shower & related equipment to provide homeless hygiene services in a non-congregant means to prevent Covid related illness, and provide resiliency in future outbreaks.

FUNDING SOURCE
This Council Bill provides Fifty Seven Thousand One Hundred Eighty Dollars and Zero Cents ($57,180.00) from CARES Act Community Development Block Grant B20MW290008.

RECOMMENDATION
These activities have received prior approval from the Council as part of the Third Substantial Amendment to the 2019 Action Plan.

Staff recommends approval of the agreement, so Vita Nova may procure applied for materials necessary to provide Covid response health services under the CDBG-CV program.

ATTACHMENTS
Attachment A - Public Services Agreement
Public Service Grant Application(s)
CB 2025-400 Ordinance

CDBG-CV RECIPIENT AGREEMENT
BETWEEN

THE CITY OF JOPLIN
AND

VITA NOVA VILLAGE

THIS AGREEMENT, entered this ___ day of _____, 2025 by and between the City of Joplin (herein called the "Grantee") and Vita Nova Village (herein called the "Recipient").

WHEREAS, the Grantee has received funds from the United States Government authorized by Public Law 116-136 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act); and

WHEREAS, the Grantee wishes to engage the Recipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a CDBG-CV public service activities in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CARES ACT Community Development Block Grant program:

Program Delivery

Activity: Recipient will provide (03T HUD Matrix) Homeless Services in an appropriate manner in response to the Covid-19 pandemic for select clientele populations in Joplin.

General Administration

The Recipient will provide services and financial records documenting eligibility, provisions of services, and Recipient's expenses relative to the project as a result of assistance provided through the CDBG-CV program.

B. National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208, as well as the additional requirements as required by the Federal Register Notice

FR-6218-N-01 III.B.5.(f) activities funded must be used to prevent, prepare for, and respond to the coronavirus.

The Recipient certifies that the activity (is) carried out under this Agreement will meet an Activity Benefitting Low- and Moderate (L/M) Income Persons and Prevent, prepare for, and Respond to the Coronavirus.

The National Objective will be documented with data collected by the recipient on approved forms attached to this agreement while conducting of the public service.

C. Levels of Accomplishment – Goals and Performance Measures

- Collect aggregated data for homeless service mobile hygiene (shower) services

D. Staffing

The Recipient shall assign the following staff as key personal to this project.

Staff Member & Title	General Program Duties
Rhonda Thompson	Executive Director

"Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee."

D. Performance Monitoring

The Grantee will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the ___ day of_____, 2025 and end on the six month anniversary of the initiation of the time of performance.

Funds will not be available to the Recipient from the Community Development Block Grant Program (B-20-MW-29-0008) after June 30, 2025 unless otherwise approved by Grantee.

III. BUDGET

Funding ($57,180.00) will be reimbursed for items related to the operation of youth and homeless/referral services.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C) (2) of this Agreement. Any amendments to the budget must be approved in writing by both the Grantee and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed:

Fifty Seven Thousand One Hundred Eighty Dollars and Zero cents $ 57,180.00

Drawdowns for the payment of eligible expenses shall be made against the budget specified in Paragraph III herein and in accordance with performance. Expenses for general administration (If Applicable) shall also be paid against the budget specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee	Recipient
Name: Troy Bolander	Name: Rhonda Thompson
Title: Director of Planning, Development And Neighborhood Services	Title: Executive Director
Grantee: City of Joplin	Recipient: Vita Nova Village
602 S. Main Street	513 S. Pearl Avenue
Joplin, Missouri 64801	Joplin, Missouri 64801
Phone: (417) 624-0820	Phone: 417-622-2850
Fax: 1-417-625-4738	Fax: N/A

VI. SPECIAL CONDITIONS

This Agreement contains no special conditions specific to the particular activity or individual Recipient.

VII. GENERAL CONDITIONS

The following requirements are applicable to all activities undertaken with Cares Act Community Development Block Grant (CDBG-CV) funds.

A. General Compliance

The Recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to comply with 24 CFR 200 Uniform Administrative Requirements, Subpart F Audit Requirements, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with 2 CFR 200 Uniform Administrative Requirements, Subpart E Cost Principles, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21−28; and
g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report (CAPER) to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, deobligation of unused funds, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the

custodianship of records. Not withstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Recipient audits and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or 2 CFR 200. Audit required if the Recipient receives $250,000 or more in federal funds.

C. Reporting and Payment Procedures

1. Program Income

The Recipient shall report all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate Recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Recipient funds available under this Agreement based upon information submitted by the Recipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Recipient.

4. Progress Reports

The Recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. Procurement

1. Compliance

The Recipient shall comply with current Grantee policy concerning the purchase of equipment, materials and/or services. The Recipient shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40−48.

3. Travel

The Recipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Recipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Recipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

4. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR

570.606(d) governing optional relocation policies. The Recipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient agrees to comply with and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. Section 504

The Recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

B. Affirmative Action

1. Approved Plan

The Recipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.This Executive order applies to all federally assisted construction

contracts and subcontracts. It provides that no person shall be discriminated against on the basis of race. The Recipient shall submit a plan for an Affirmative Action Program to the grantee for approval.

2. Women- and Minority-Owned Businesses (W/MBE)

The Recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Recipient shall furnish and cause each of its own Recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient; state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Recipient and any of the Recipient's Recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards),

housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

4. Federal Work Authorization Program "FWAP"

Contractor represents and agrees that it is enrolled and participating a Federal Work Authorization Program ("FWAP") that ensures that all of its employees or agents have the legal right to work in the United States, as defined in 8 U.S.C. 1324a(h)(3) and RSMo § 285.525-285.555, and that it will maintain this compliance for the entire duration of its contract with the City of Joplin. Contractor agrees that it does not knowingly employee any unauthorized alien in connection with the contracted services with the City. Contractor agrees to provide an Affidavit of Compliance stating that they are in enrolled and participating in a FWAP, and that Contractor does not knowingly employee any unauthorized aliens in connection with the contracted services, upon execution of this Agreement. All Subcontractors shall state, in writing, in their contracts with Contractor, that they are not in violation of RSMo § 285.530.1 and shall not thereafter be in violation, or subcontractor may submit a sworn affidavit to this effect. Contractor agrees to hold harmless and indemnify the City for any liability due to Contractor's failure to maintain compliance with FWAP or for violations of the Missouri Unauthorized Alien Workers Act.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Recipient, or any designated public agency.

5. Lobbying

The Recipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly:

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- Executive Order 11990, Protection of Wetlands;
- The Wild and Scenic Rivers Act of 1968, as amended, (16 U.S.C.S. 1271);
- The Safe Drinking Water Act of 1974, as amended (42 U.S.C.S. 30f et. seq.);
- The Clean Water Act of 1977 (Public Law 95-217);

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. Other provisions

The Recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- The National Environmental Policy Act of 1969 (42 U.S.C. Sect. 4321 et. seq.) and 24 CFR Part 58;
- The Endangered Species Act of 1973, as amended (16 U.S.C.S. 1531 et. seq.);
- The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C.S. 661 et. seq.);
- The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (re U.S.C.S. 6901 et. seq.).

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Recipient with respect to this Agreement.

____ Day of _____, 2025

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Joplin, Missouri
A Municipal Corporation

_____

Troy Bolander
Director of Planning, Development, and
Neighborhood Services

Vita Nova Village

_____

Rhonda Thompson
Executive Director

ATTEST:

_____

Thomas Walters
Planner

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and OMB Circular A-87 would apply.]

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is __Rhonda Thompson_ (Name) and I am the __Executive Director_ (Title) of the ___Vita Nova Village__ (Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

03T – Homeless Services

City of Joplin Community Development
Income Demographic Summary Form (2022 AMIs)
Reporting Period 3/4/23 – 3/4/24

LMI Individuals			Total LMI Persons
Extremetly Low (30% AMI)	Very Low (50% AMI)	Low (80% AMI)	

Non-LMI Families	Total Non-LMI Persons

1. Total number of surveys Distributed	# Individuals	# Hispanci Ind.
2. Total number of Hispanic/Latino		
3. Racial Designation		
A. White		
B. Black, African American, or African		
C. Asian or Asian American		
D. Americn Indian/Alaskan Native		
E. Native Hawaiian/Other pacific islander		
F. American Indian/Alask native & White		
G. Asian & White		
H. Black/African American & White		
I. American Indian/Alaska Natice & Black/African American		
K. Other Multi-Racial or Missing		
	# Individuals	% Housholds
4. Elderly/Age 62 or Older		
5. Handicapped/Disabled		

Signatue: _____ Date: _____

Return to: City of Joplin, Community Development, 602 Sputh Main Street, Joplin, Missouri 64801 at the end of project.

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application
CARES Community Development Block Grant
(CDBG-CV) Program

Eligible Activities & National Objective

Public Service Activities in accordance with 24 CFR 570.201(e): (including labor, supplies, and materials) including but not limited to those concerned with employment, crime prevention, childcare, health, drug abuse, education, fair housing counseling, energy conservation.

Low-to-moderate (LMI) Limited Clientele: services to benefit a clientele in accordance with 24 CFR 570.208(a)(2) presumed to be principally LMI such as abused children, battered spouses, elderly persons, disabled adults, homeless persons, illiterate adults, and persons living with AIDS.

Written Agreement Required

Each recipient of CDBG funds must agree to sign a written agreement with the City, covering at a minimum the following provisions: 1) statement of work, 2) records and reports, 3) program income, 4) uniform administrative requirements, 5) suspension and termination, and 6) reversion of assets. **No expenses incurred prior to the signing of the agreement may be reimbursed for the project.**

All application must be tied back to Covid-19 in order to prevent, prepare to or respond to the pandemic. Example: the procurement of equipment to enable remote access/delivery as part of the public service.

Public Services must be provided, and agency (or office) located or operating within the City of Joplin.

Procurement policies for the City of Joplin's CDBG Program are a combination of federal and City regulations. Procurement policies include, but are not limited to, the following basic requirements:

Approval – purchases and procurements (including subrecipient reimbursements) are approved by the Program Staff.

Bidding – purchases and procurements (including subrecipient reimbursements) are made in compliance with City bidding requirements, which are as follows:

1. Purchases under $1,000 do not require bids,
2. Purchases between $1,000 and $15,000 require written bids

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

City Staff Only

Date Received: _____

IDIS Activity No: _____

Applicant Identification

Name of Organization: Vita Nova Village

Mailing Address: 315 S Pearl Ave, Joplin MO 64801

Name of Executive: Rhonda Thompson Title: Executive Director

Dates of Organization's Fiscal Year: December - November

Application Preparer

Name: Rhonda Title: Exec Director Phone: 417-622-2850

Project Type (Services Provided)

☐ 05A Senior Services ☐ 05B Handicapped Services ☐ 05C Legal Services ☐ 05D Youth Services
☐ 05E Transportation Services ☐ 05F Substance Abuse Services ☐ 05G Battered and Abused Spouses
☐ 05H Employment Training ☐ 05M Health Services ☐ 05N Abused and Neglected Children
X☐ 03T Homeless/Aids Patients Programs ☐ 05X Housing Information and Referral Services
☐ 05G Domestic Violence Services ☐ 05W Food Banks

Previous Assistance Disclosure

Check the appropriate box below if your business has received any Federal assistance after March 13, 2019

☐ SBA Payment Protection Program (PPP) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Economic Injury Disaster Loan (EIDL) Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Express Bridge Loan Amount Received: _____
What was the specific use of the funds received: _____

☐ SBA Debt Relief Program Amount Received: _____
What was the specific use of the funds received: _____

☐ Other Federal Program Assistance Name of Program: _____
Amount Received: _____
What was the specific use of the funds received: _____

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Required Narratives

Narratives must be provided in order to determine eligibility. Briefly, yet descriptively, complete the following narrative questions. Use a separate piece of paper, if not completing this form digitally. Provide all required attachments with the completed application.

1. Describe the organization applying for grant funds.
   Vita Nova Village was organized to build and maintain a tiny home community that provides homeless individuals with a private home and assists homeless individuals with education and support to obtain employment or increase their earning capacity. While building funds and resources to build the housing our primary outreach is the Removing Barriers Program. Removing Barriers Program focuses on providing homeless individuals with items or resources that enable them to obtain or maintain employment.

2. Describe the public service selected on the project type selected on the previous page.
   03T Homeless/Aids Patients Programs

3. Describe the Limited Clientele population in accordance with 24 CFR 570.208(a)(2) for which service is provided. (Alternatively, the program must require income documentation for eligibility.)
   Homeless Persons

4. How will the grant funds be used to improve services?
   The grant funds will be used to purchase the mobile shower & laundry unit. Vita Nova has partnered with community organizations in Joplin, Missouri, that will provide space and volunteers to provide showers and laundry services at least twice weekly. Mobile showers offer a safe and clean environment for individuals to maintain personal hygiene. It also helps prevent the spread of diseases and infections within homeless communities.

5. How will the use of grant funds be used to respond to the Covid-19 pandemic?
   The mobile unit will reduce the spread of COVID-19 by increasing opportunities for personal hygiene and reducing long and crowded lines while waiting for showers.

6. Provide the most recent financial statement for your corporation.
   attached

7. Provide itemizations of requested procured equipment and supplies.
   (1) 16' Combination 2 Shower/ Laundry Trailer with Generator, 600 Gallon Waste Tank

8. Provide three (3) written quotations for any items greater than $1,000.00 and identify the selected vendor's quotation.
   (2) attached

JOPLIN

PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

Public Service Grant Application

Statement of Assurances

The applicant hereby assures and certifies that:

(a) It possesses legal authority to apply for the grant, and execute the proposed program.

(b) Its governing body has duly adopted or passed, as an official act, a resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances contained therein, and direction, and authorizing the applicant's chief executive officer to act in connection with the application and to provide such additional information as may be required.

(c) The Community Development Block Grant program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families, or aid in the prevention or elimination of slums or blight; or includes activities which the grantee certifies are designed to meet other community development needs having a particular urgency as specifically explained in the application.

(d) It will comply with the regulations, policies, guidelines, and requirements of 24 CFR 85, as modified by 24 CFR 570, Subpart J, as they relate to the application, acceptance, and use of Federal funds under this document.

It will comply with:

(e) Title VI of the Civil Rights Act of 1964 (Pub. Law 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and immediately take any measure necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(f) Title VIII of the Civil Rights Act of 1968 (Pub. Law 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing; the financing of housing, and the provisions of brokerage services;

(g) Executive Order 12259, Leadership and Coordinator of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968;

(h) Section 109 of the Housing and Community Development Act of 1974 (ACT) as amended, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, religion, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under the act. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973 as amended shall also apply to any such program activity.

(i) Titles I through V of the Americans with Disabilities Act of 1990;

(j) Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto (24CFR Part 130 and 41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; shall take affirmative actions to insure fair treatment in employment, upgrading, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training and apprenticeship; and

(j) It will abide by the terms and conditions of the City of Joplin's Conflict of Interest Program Policy for all activities paid for or assisted by Community Development Block Grant funds.

(k) It will comply with the Anti-kickback Copeland Act of 1934, 18 U.S.C. Sec. 874 and 40 U.S.C. Sec. 276(a), which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

(l) It will comply with the provisions of the Hatch Act which limits the political activity of employees.
(m) It will give the City of Joplin and HUD, through any authorized representatives, access to and the right to examine all records, books, papers, or documents relating to the grant.
(n) It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing with the EPA.
(o) It will comply with:
(1) The National Environmental Policy Act of 1969 (42 U.S. C. Sec. 4321 et seq.) and 24 CFR Part 58;
(2) Executive Order 11988, Floodplain Management;
(3) Executive Order 11990, Protection of Wetland;
(4) The Endangered Species Act of 1973, as amended, (16 U.S.C. Sec. 1531 et seq.);
(5) The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. Sec. 661 et seq.);
(6) The Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. Sec. 1271);
(7) The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. Sec. 30(f) et seq.);
(8) Section 401 (f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C.S. 4831 (b) and Title X of the Housing and Community Development Act of 1992;
(9) Sections 700.300 – 324 of RSMo concerning lead paint hazards;
(10)The Clean Air Act of 1970, as amended (42 U.S.C.S. 7401 et seq.);
(11)The Federal Water Pollution Control Act of 1972, as amended, (33 U.S.C.S. 1251 et. seq.);
(12)The Clean Water Act of 1977 (Public Law 95-217);
(13)The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et seq.);
(14)Section 519 of Public Law 101-144, the 1990 HUD Appropriations Act, prohibiting use of excessive force by jurisdictional law enforcement in response to nonviolent civil rights demonstrations, and prohibiting physical barring of entrance or exit to a facility subject to the nonviolent civil rights demonstrations;
(15)Section 1352, Title 31, U.S.C. if awarded funds in excess of $100,000;
(16)The Single Audit Act of 1984, amended 1996, Public Law 98-502, and OMB Circular A-133;
(17)Cranston-Gonzales National Affordable Housing Act (Section 906 and 912);
(18)Subpart C of 24 CFR, Part 12 regarding disclosure requirements.
(p) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.
(q) Any activities conducted with amounts received by a unit of general local government under this subsection shall be subject to the applicable provisions of this Title and other Federal law in the same manner and to the same extent as activities conducted with amounts received by a unit of general local government under subsection (a).

Signature of Authorized Representative

Rhonda Thompson

Date: 10/17/2024

Printed Name

Rhonda Thompson

Fully Funded	
Grant Balance	$61,382.83
Lang	$67,385.87
Comfort of Home	$57,180.00
Montondo	$62,400.00
Remaining	$4,202.83
Lowest and Best	

410 Rathbone Ave
Aurora, IL 60506
Office: 630-906-8002
Fax: 847-574-7600
Email: info@cohsi.com
www.cohsi.com

QUOTATION
LD6840
Date: 11/26/2024
Quote is good for 30 days

RESTROOM, SHOWER, COMBINATION AND SPECIALTY TRAILER SALES

CUSTOMER (BUYER)

Name: Nova Vita Village **Phone:** 417 622 2220
Address: 2401 North Main St Rd
City, State Joplin MO
Zip:
Email(s): fthompson@atcjomo.com

SHIP TO:

Name:
Address:
City, State:
Contact: Frank Thompson/ Rhonda Thompson
Phone: 417 622 2220

3 station 20' Shower Laundry with 600 gallon waste tank

Interior Color **Exterior Color**

**All Interior Color Choices include waterproof White Trim Package*

Quantity 1
Base Price Each $57,180.00

TOTAL BASE PRICE
$57,180.00

- STANDARD ITEMS - ALL TRAILERS -

- Oversized Structural Steel Beams
- All Steel Cage Construction
- E-Z Lube Hubs (non-lowering trailers)
- Poly Insulation
- Smooth Aluminum Exterior Siding
- One Piece Aluminum Seamless Roof
- Electric Brakes
- Keyed alike Locks
- Independent Torsion Axles
- Commercial PEX Water Lines
- Chip Resistant Undercoating
- Marine Grade Sub Floor
- 2 5/16" Trailer Receiver
- 16" - 8 lug rims

- STANDARD ITEMS - PER TRAILER DESIGN -

- A/C (13,500 BTU)
- Heavy Duty Fold-up Alum. Steps & Handle
- Timed Faucets
- LED Interior - Exterior Trailer Lighting
- LPG on Demand water heater - shower trailers
- Scissor Jack Stabilizers
- FRP (fiberglass wall panels)
- Vinyl sheet flooring
- Waste Water Tank



Valterra 3" RV style. 1 per tank.

lard Dump Valve

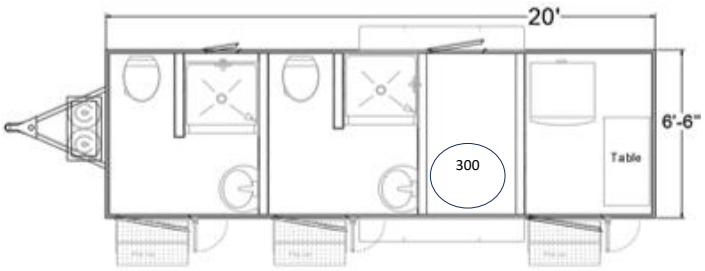
Power Options:
110V plug(s) - cord(s) included

30 amp plugs(s) - cord sold separate

50 amp plug(s) - cord sold separate

Direct wire

Doors on Streetside - or - Doors on Curbside
**** Trailer will be built as pictured below ****



☐ **Check if this is a Handicap Accessible unit that will be used in California (design and price modifications may be necessary)**

See the next page for Optional Items

Pictures and Layouts are for reference only and may not reflect the final product - subject to COHSI Engineer Review

OPTIONAL ITEMS, DELIVERY, AND TOTAL COSTS

1	**Options listed on page 2**		$4,900.00	$ 4,900.00
				0
			Trailer Sub-Total:	$62,080.00
	Sales Tax (when applicable)	**State:**	**Tax Rate:**	$ -
	Delivery Charge per Mile	Price TBD Pre-Production	**Bumper Pull**	$ -

No specific certifications, stamps or seals are provided or implied with this trailer….

Such items may be made available from a third party, at an additional cost (must request prior to build)

Signed Quote and 50% Deposit are required to place order on Production Schedule*
Final payment of unit will be due upon completion, and before delivery - Storage Fees may apply after 7 days*
***50% Deposit and Final Payment are due as noted unless other arrangments are approved by management.**

FINAL PRICE
$62,080.00

Financing Available (WAC)

50% Due upon order	$ 31,040.00
50% Due Upon Completion	$ 31,040.00

Trailer must be Pumped Out before Transport

Notes: **Customer to pickup* accessories Installed* power cords included* LG or equivilant washer dryer**

Comforts of Home Services, Inc.

QUOTATION
LD6840

OPTIONAL ITEMS

Qty	Option	$/ea.	Total $
	Interior upgrade to Smooth White, Grey or Taupe FRP Panels with White Chair Rail (per Trailer foot)		$0
	Interior upgrade to Shiplap Accent Wall behind sink(s) (per square foot)		$0
	Interior upgrade to Stainless Steel Subway Tile Accent Wall behind sink(s) (per square foot)		$0
	Upgrade to High Privacy Metal Partitions from Standard Partitions - increased height w/ Privacy Door (per Stall)		$0
	Upgrade to Non Stock Partition Color (Stock Partition: Latte, Slate, Charcoal)		$0
	Upgrade to 2 Panel Doors from Standard Partitions (per Door)		$0
	Generator Box Mounted on Tongue of Trailer with Vinyl Cover		$0
	Remote Monitoring Application (includes Deep Cycle Battery)		$0
	Single Solar Panel (includes Deep Cylcle Battery)		$0
	Deep Cycle Battery (per Battery)		$0
	Aluminum Diamond Plate Fold-up Ramp and Railing - Drop Box Units (wheelchair access)		$0
	Aluminum Sectional Ramp with 5' Platform & Railing - On site assembly required (not included)		$0
	Lowering Trailer with Fold up Ramp and Railing - (wheelchair access, Grinder Pump Toilet required)		$0
	Lowering Handicap Accessible Module w/Fold-up Ramp & Railing - Hydraulic Lowering (wheelchair access, Grinder Pump Toilet required)		$0
	Outreach Lift System - Handicap lift ramp with additional step (attendant is required to operate)		$0

Qty	Option	$/ea.	Total $
	Coin Rubber Floor (per Trailer foot)		$0
	Aluminum Wheels (styles may vary)		$0
3	Powered Vent / Skylight with Vent Cover		$720
	Diamond Plate Rock Guard		$0
	Spare Tire (mounted)		$0
	Vacant / Occupied LED Indicator (operated by Timer)		$0
	Water tank / pump, 105 gallons		$0
	Water tank / pump, 140 gallons		$0
	Water tank / pump, 225 gallons (215 gallons usable)		$0
1	Water tank / pump, 300 gallons (275 gallons usable)		$1,450
	Water tank / pump, 400 gallons (380 gallons usable)		$0
	Hot Water Heater (Utility - Handwash)		$0
	Replace LPG Tankless w / Electric (Increases power requirement)		$0
INC	Fiberglass Subfloor - per Trailer foot (included w/ shower trailers)		INC
4	Wall Heater		$980
20	Cold Weather Package (per Trailer foot) - Helps trailer operate more comfortably in conditions around the freezing temp of 32 degrees. Power MUST always be on		$1,000
1	Dual 40# Propane Tanks mounted on Tongue - ONE shipped full		$700
	Dual 100# Propane Tanks mounted on Tongue (no generator) - shipped empty		$0
	Outlets - GFI protected		$0
	Music Amp w/ 2 speakers (Bluetooth and USB card)		$0
	Additional Speaker		$0
	Electric Hand Dryer (no heat)		$0
	Electric Front Jack (requires battery)		$0
1	Restroom Trailer Maintenance Products Kit		$50

Qty	Option	$/ea.	Total $
	Standard Residential Toilet (upgrade)		$0
	Add Urinal		$0
	Add Sink (Wall-Mount / Pedestal)		$0
	Upgrade from Single Pedstal Sink to Single Cabinet Vanity		$0
	Upgrade from Single Pedestal Sink to Double Skirted Sink (existing layout permitting)		$0
	Single Framed Mirror		$0
	Double Framed Mirror		$0
	Fold Down Seat (15")		$0
	Fold Down Seat (18")		$0
	Baby Changing Station (vertical or horizontal)		$0
	12" x 4" Stainless Steel Shelf		$0
	Mechanical Awning (non-electric 25' max)		$0
	Elite Electric Awning (21' max length)		$0
Qty	**Customer Installed Accessories**	**$/ea.**	**Total $**
	Double Roll Toilet Paper Dispenser		$0
	Stainless Steel C-Fold Towel Dispenser		$0
	Enmotion Hands Free Towel Dispenser		$0
	Stainless Steel Garbage Can		$0
	Foaming or Liquid Soap Dispenser		$0
	Sanitary Napkin Disposal SS		$0
			$0
			$0
			$0

Options selected are highlighted in blue.

OPTIONS PRICE
$4,900.00

AGREEMENTS:

***It is the purchasers responsibility to research and provide us with any codes or build standards unique to your area that affect the trailer construction or use.**

*Comforts of Home Services, Inc is not responsible for State, Local, or any "other" requirements related to Building Codes and/ or Compliance.
*Deposit must be received within 72 hours to secure production space. Once the deposit is received, your order may not be cancelled or refunded.
*Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.
*Quoted lead times are estimated. Production times may vary due to circumstances beyond our control.
*Any specific requests must be noted on this quote form, or we will build to our standards. This includes but is not limited to materials, fixture locations, and overall design.
*Items discussed, but not listed on this quotation, will not be added to your final trailer build. This is a custom trailer being built for you.
*Your signature below will serve as acceptance and approval of all trailer pricing, specifications, accessories, and designs listed on this quote.
* In no event shall seller be liable for any non-performance, delay in performance, or any other variation from Seller's performance obligations, nor for any loss or damage to any goods supplied to Buyer, when occasioned directly or indirectly by any cause beyond the reasonable control of Seller or its suppliers, vendors, subcontractors, or other representatives or agents, including, but not limited to, communication line failures; power failures; natural disasters; disease/ Pandemic; or acts of God; acts of criminals or a public enemy; war; riot; official or unofficial acts; contracts, regulations or restrictions of any domestic or foreign governmental agency; acts of Buyer or its employees, representatives or agents; strikes or labor difficulties; or failures, shortages, or delays in Seller's usual sources of labor or materials.Seller shall automatically be entitled to a reasonable extension of all periods of performance when delayed by any such cause.

V09_24

*I acknowledge that I have received and accept the Comforts of Home Services, Inc Terms and Conditions	

(Initials)

Signature: _____

Print Name: _____ **Date** _____

QUOTE

LANG SPECIALTY TRAILERS
106 Turnberry Circle
Latrobe, PA 15650

www.langrestroomtrailers.com
Phone # 724-972-6590

Date Quoted	10/16/2024
QUOTE #	12324
Rep	DJB

Name / Address
Vita Nova Village Rhonda Thompson

******** FOB Latrobe, PA.*********

Expected Completion Date	5/5/2025

Qty	Description	Rate	Total
1	Trailer - ShowerRestroom Combo - PRO - 14.5'-2 - Private with sinks in each room - (Layout includes 2 private shower rooms. Each room has a Shower, Sink/Vanity, toilet and bench seat and 1 room with Laundry Dryer Stack).	67,385.87	67,385.87
	CHASSIS:		
2	Steel Frame with Tank and Floor Supports		0.00
1	2 5/16" Ball Hitch with 7,000 Lb Tongue Jack		0.00
1	7,000 lb. Axle W/Electric Brakes, EX Lube		0.00
2	16" Radial Tire with 8 Hole Steel Wheel		0.00
2	7,000 LB Weld On Drop Jacks (Front)		0.00
2	5,000 Lb Swivel Jacks (Rear)		0.00
2	24" Stair with Railing		0.00
1	Aluminum Diamond Plate Trim		0.00
1	7 Pin Plug, Break Away Protection		0.00
	EXTERIOR FEATURES:		
2	26" Entry Doors, White		0.00
1	26" Mechanical Room Door, White		0.00
	INTERIOR FEATURES:		
1	One piece vinyl flooring		0.00
1	Seamless Gel-Coated Fiberglass wall		0.00
1	One Piece Gel-Coated Fiberglass Ceiling		0.00
1	Powder Coated Aluminum Trim - White		0.00
2	Mirror with Beveled Edge		0.00
2	Toilet Paper Dispenser (Double Roll)		0.00
2	Paper Towel Dispenser - Stainless		0.00
	ELECTRICAL& HVAC		
1	13.5 BTU AC Unit with Heat Strip		0.00
1	LED Exterior & Dot Safety Lights		0.00
1	LED Interior Lighting Pkg.		0.00
2	LED Entrance Lights for Stairs		0.00
1	15'- 12 Gauge Power cord with 20 amp plug end		0.00
1	Tech Edge Monitoring System (waste tank)		0.00
	PLUMBING:		
2	36" x 34" Shower Pan		0.00
2	Institutional Grade Shower Head with Metered Shower Valve		0.00
2	Stainless Sinks in 2 HDPE Vanities		0.00
2	Metered Faucet		0.00
2	Dometic 310 White China Toilets with Foot Flush		0.00
1	City Water Fill, 3/4" Garden Hose Connection		0.00
1	Water Lines inside Trailer, Weather Protected		0.00
1	All Toilets and Sinks Individually Valved		0.00
1	300 (aprox) Gallon 1/2" weld Co-Poly Waste Tank		0.00
1	Dump Valve 3" with Quick Connect		0.00
1	10 GPM On Demand Water Heater - Propane		0.00
1	100LB Propane Tank - Mounted to Front of Trailer		0.00

SIGNATURE_____DATE:_____

QUOTE

LANG SPECIALTY TRAILERS
106 Turnberry Circle
Latrobe, PA 15650

www.langrestroomtrailers.com
Phone # 724-972-6590

Date Quoted	10/16/2024
QUOTE #	12324
Rep	DJB

Name / Address
Vita Nova Village Rhonda Thompson

******** FOB Latrobe, PA.********

Expected Completion Date	5/5/2025

Qty	Description	Rate	Total
	ADDITIONAL FEATURES:		
2	Vent Fan Package 1450	0.00	0.00
1	WINTER PACKAGE - Shower restroom combo +1 laundry - 50A/240V - Package Includes - Insulated Waste Tank - Insulated Dump Valve - Waste Tank Heaters - Dump Valve Heaters - Electric Room Heaters - Mechanical Room Heater - ***240V-50Amp Power Inlet Required**.	5,024.02	5,024.02
	Transport to Joplin, MO - 914 miles	2,422.00	2,422.00

25% Non-Refundable deposit required to reserve production slot – remaining balance due two (2) weeks prior to expected completion date. All deposits are nonrefundable, if a trailer order is cancelled for any reason after a signed estimate and deposit is received the deposit will be forfeited and no credits or refunds will be given. If remaining balance is not received within 7 days from invoice date , the trailer deposit will be forfeited and the trailer will be resold by Lang Specialty Trailers. No refunds or credits will be given for the forfeited deposit.

SIGNATURE_____DATE:_____

Subtotal	$74,831.89
Sales Tax (6.0%)	**$0.00**
Total	**$74,831.89**

ESTIMATE

Montondo Trailer LLC
1800 Broadway St. Unit 4 C
Buffalo, NY 14212

jackm@montondotrailer.com
+1 (716) 982-8398
http://www.montondotrailer.com

Bill to
Rhonda Thompson
Vita Nova Village
315 S. Pearl Ave.
Joplin, Missouri 64801
United States

Ship to
Rhonda Thompson
Vita Nova Village
315 S. Pearl Ave.
Joplin, Missouri 64801
United States

Estimate details
Estimate no.: 1451

#	Product or service	Description	Qty	Rate	Amount
1.	**2024 Specialty Trailer**	2 Station Shower + (1) Laundry	1	$59,900.00	$59,900.00
2.	**Delivery**	$2.50 per mile from Buffalo, NY to Shipping Address	1000	$2.50	$2,500.00

Total **$62,400.00**

Accepted date **Accepted by**

COUNCIL BILL NO. 2025-400 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and Vita Nova Village that pertains to CDBG-CV public service grant funds; authorizing the City Manager to execute same on behalf of the City and containing and emergency clause.

WHEREAS, the City of Joplin and Vita Nova Village (Vita Nova), are desirous of entering into an agreement whereby Vita Nova will conduct Homelessness Services to benefit low- and moderate-income persons in response to the Covid-19 Pandemic through the CARES Act Community Development Block Grant Program (CDBG-CV).

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

Section 1. That an Agreement between the City of Joplin, Missouri, and Vita Nova is entered into that describes the expenditure of CDBG-CV public service funds, a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2. That the City Manager of the City of Joplin, or his designee, Director of Planning, Development & Neighborhood Services, is hereby authorized and directed, upon recommendation and approval of the City Council, to execute said Agreement or Agreement in substantially similar form, by and on behalf of the City of Joplin, Missouri.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of January, 2025, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-510 – Approving a budget amendment for FY 2025

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-510 Ordinance; Transit Memo; Transit Staffing

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2024-2025 Budget of the City of Joplin.

BACKGROUND
In compliance with Charter regulations and accounting principles, the proposed adjustment is required to ensure that department expenditures do not exceed approved budget appropriations.

Here is an explanation for the items in Schedule A:

- Amending the MAPS revenue budget by $22,750.00 and the expenditure budget by $45,500.00 for the creation of 2 part-time Transit Drivers. In preparing for the restart of the Trolley service, staff evaluated the needs for the program to be as efficient and effective as possible and to be able to continue service long-term. As such, it was determined that two part-time Transit Drivers are needed to augment the full-time staff. These costs are reimbursed 50% by the MAPS grant.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases revenue by $22,750.00 and expenditures by $45,500.00.

FUNDING SOURCE
This item is not applicable for budget amendments.

RECOMMENDATION
Staff recommends approval of this council bill on an emergency basis.

COUNCIL BILL NO. 2025-510 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 as adopted by Ordinance 2024-151 on October 21, 2024, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2024-151 on October 21, 2024, which estimated revenues and appropriated funds for the fiscal year 2024-2025; and,

WHEREAS, the Council of the City of Joplin has previously approved the programs and projects which require additional appropriations for completion.

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

Section 1. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing revenue by the total amount of Twenty-two Thousand Seven Hundred Fifty Dollars and No Cents ($22,750.00) and by increasing appropriations by the total amount of Forty-Five Thousand Five Hundred Dollars and No Cents ($45,500.00) for part-time Transit Drivers.

Section 2. 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. This Ordinance is declared by the City Council to be an emergency within this meaning of Section 2.12 (4), of the Home Rule Charter of the City of Joplin, Missouri, in order to continue the day-to-day operations of the City and as such shall become effective immediately upon its passage.

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

of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

MEMO

Date: January 10, 2025

To: Nick Edwards, City Manager
Dan Johnson, Public Works Director

From: Gina Thompson, Transit Division Coordinator

Su: Request for Two Part-time Transit Driver Positions

In preparation for the Trolley fixed route relaunch on February 3, we have gone through a series of program improvements to ensure a smooth start and overall sustainability. A series of issues were identified resulting in investments and staffing improvements made:

- Transit Employee pay has improved
- Driver recruitment and retention has improved, and we currently have 14 of 16 positions filled; two are in hiring process
- Transit Division is utilizing new dispatching software, Trip Spark, allowing for efficient scheduling and routing.
- Division has moved to a two-week staff scheduling policy to allow for better planning and coordination of staff personal needs
- Part-time flexibility has helped in recruitment and retention, but our existing part-time drivers are a result of splitting a needed full-time position

To increase stability within the Transit Division going forward, two actual part-time driver positions are needed, will be optimal, and are requested.

Historically, Transit has not utilized part-time drivers due to several factors such as:

- a lack of drivers with required certifications and/or experience
- Using the old Route-Match scheduling software dispatchers were not able to schedule riders and staff effectively to meet route needs
- Find an individual that meets the needs of the service and their own personal part-time interests

The creation of these two positions will allow the division the flexibility and option to utilize identified retirees with transit experience, meet the needs of the part-time interest and need of the individual, but also serve in a fill in/floating capacity for gaps in our own service needs. This will then not impact the required full-time positions of the program routes and needs.

The current Transit Assessment underway with TransPro has also identified this as an early value added as they begin their work on the longer-term regional and sustainability plan underway.

Gina Thompson – Transportation Coordinator

c: Tony Robyn, Assistant City Manager
Jeremy Hagerman, Assistant Director Public Works, Engineering

DIVISON/SECTION	POSITION	Status
MAPS / Transit	Transit Dispatcher	Filled
MAPS / Transit	Transit Dispatcher	Filled
MAPS / Transit	Transit Dispatcher	Filled
MAPS / Transit	Transit Driver I	Filled
MAPS / Transit	Transit Driver I	Filled
MAPS / Transit	Transit Driver I	Filled
MAPS / Transit	Transit Driver II	In process
MAPS / Transit	Transit Driver II	Filled
MAPS / Transit	Transit Driver II	in process
MAPS / Transit	Transit Driver II	Filled
MAPS / Transit	Transit Driver II	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver III	Filled
MAPS / Transit	Transit Driver II - PT	Requested
MAPS / Transit	Transit Driver II - PT	Requested

Dispatcher
Transit I
Transit II
Transit III

2021 Starting Pay	2024 Starting Pay
$12.26	$13.92
$12.26	$15.03
$12.87	$16.24
$14.06	$17.54

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-104 Amendment #3 to Work Authorization OLS-OC20-04-P1 with Olsson for professional engineering consulting services for the Glendale Parallel Interceptor – Lower Reach.

MEETING DATE
January 21st, 2025

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2025-104; Amendment 3 to Work Authorization OLS-OC20-04-P1; Location Map

REVIEWED BY
Director of Public Works, Daniel Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City to approve an Amendment to Work Authorization OLS-OC20-04-P1 with Olsson in the not to exceed amount of Two Hundred Sixty Thousand and 00/100 dollars ($260,000.00) for professional engineering consulting services for the Glendale Parallel Interceptor – Lower Reach.

BACKGROUND
The 2020 Facilities Plan identified the need to upgrade the entire Glendale Parallel sanitary sewer system, which stretches from an area south of Freeman Hospital to its uppermost reaches, located one block east of Connecticut Ave (refer to the attached Location Map for reference). With the construction agreement awarded to Rosetta Construction, LLC via Council Bill 2024-101, this amendment covers additional costs related to construction management and construction inspection services that Olsson will provide, from the pre-construction phase through to the post-construction phase. The fees submitted by Olsson have been reviewed by City staff and are found to be within industry standards.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

CITY		ENGINEER	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: Olsson, Inc. Address: 1027 S. Main Street, Ste. 503 Joplin, MO 64801	
Attention: Jeremy Hagerman		Attention: Shaun McConnaughey, PE	
Department: Engineering		Phone: 417.627.5551	Email: smcconnaughey@olsson.com
Phone: 417.624.0280	Fax:	Construction Observation	

AMENDMENT __3__ TO WORK AUTHORIZATION NUMBER _OLS-OC20-04-P1_

TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City of Joplin may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to always keep track of the number of hours billable under this contract; and any work more than the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total additional compensation and reimbursement for the Scope of Work described in this Amendment be paid to the Engineer under the terms of Work Authorization Number **OLS-OC20-04-P1** exceed the sum of _Two Hundred Sixty Thousand_ Dollars ($_260,000.00_).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

Such policies shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php).

As of January 1, 2024, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation…. Statutory coverage per RSMo 287.010 et seq.
Employer's Liability……. $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney's fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million Three Hundred Seventy Thousand One Hundred Thirty Seven and no/100 Dollars ($3,370,137.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Five Thousand Five Hundred Twenty and no/100 Dollars ($505,520.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

REVIEWED FOR APPROVAL

_____
Name & Title of Staff Project Manager

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay, therefore.

_____
Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____
Peter Edwards, City Attorney

Engineer: Olsson. Inc.

By: _____

Printed Name: Shaun McConnaughey, PE

Title: Water/Wastewater Group Leader

Date: December 16, 2024

By: _____

Printed Name: Jeff Edson

Title: Construction Sr. Team Leader

Date: December 16, 2024

By: _____
Daniel Johnson, P.E.
Public Works Director

Date: _____

EXHIBIT A

The ENGINEER agrees to perform Construction Services associated with the construction of the Glendale Parallel Interceptor Lower Reach project. Our understanding for the project is based on the ENGINEER providing Construction Services consisting of Administration and Observation to assist in the construction of the drainage improvement project in Joplin, MO.

In the performance of these services, ENGINEER shall not have authority or responsibility to supervise, direct, or control the CONTRACTOR'S work or the CONTRACTOR'S means, methods, techniques, sequences, or procedures of construction. ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the CONTRACTOR'S work or for any failure of the CONTRACTOR to comply with laws, regulations, rules, ordinances, codes or orders applicable to the CONTRACTOR furnishing and performing the work. Specific services to be performed by ENGINEER are as follows:

TASK 1 – CONSTRUCTION OBSERVATION

ENGINEER shall furnish a full-time Resident Project Representative (RPR), assistants and other field staff to assist the Project Manager in observing performance of the work of CONTRACTOR during the 345 calendar days (238 working days) construction period beginning on January 6, 2025.

The basis of this proposal assumes 8 hours per day, 5 days per week for 238 working days. For projects requiring full time observation, full time hours will be billed at an hourly rate, overtime hours will be billed at time and a half.

Specific services to be performed by ENGINEER are as follows:

a. Schedules

Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.

b. Conferences and Meetings

Attend meeting with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

c. Liaison

Serve as OWNER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist the ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.

d. Shop Drawings and Samples

Record date of receipt of Shop Drawings and samples, receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.

e. Review of Work, Observations and Tests

Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to OWNER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the

requirements of any inspection, test or approval required to be made; and advise OWNER of Work that RPR believes should be corrected, or should be uncovered for observation, or requires special testing, inspection or approval. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

f. Interpretation of Contract Documents
Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

g. Modifications
Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.

h. Records
Maintain records at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER’s clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents. Keep a diary or logbook, recording CONTRACTOR activities on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to OWNER.

i. Reports
Furnish ENGINEER and OWNER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders. Report to ENGINEER and OWNER upon the occurrence of any accident.

j. Payment Requests
Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to OWNER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the work.

k. Completion
Before ENGINEER issues a Certificate of Substantial completion, submit to CONTRACTOR a list of observed items requiring completion or correction. Conduct final inspection in the company of ENGINEER, OWNER, and CONTRACTOR and prepare a final list of items to be completed or corrected. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

Glendale Parallel Interceptor -- Lower Reach

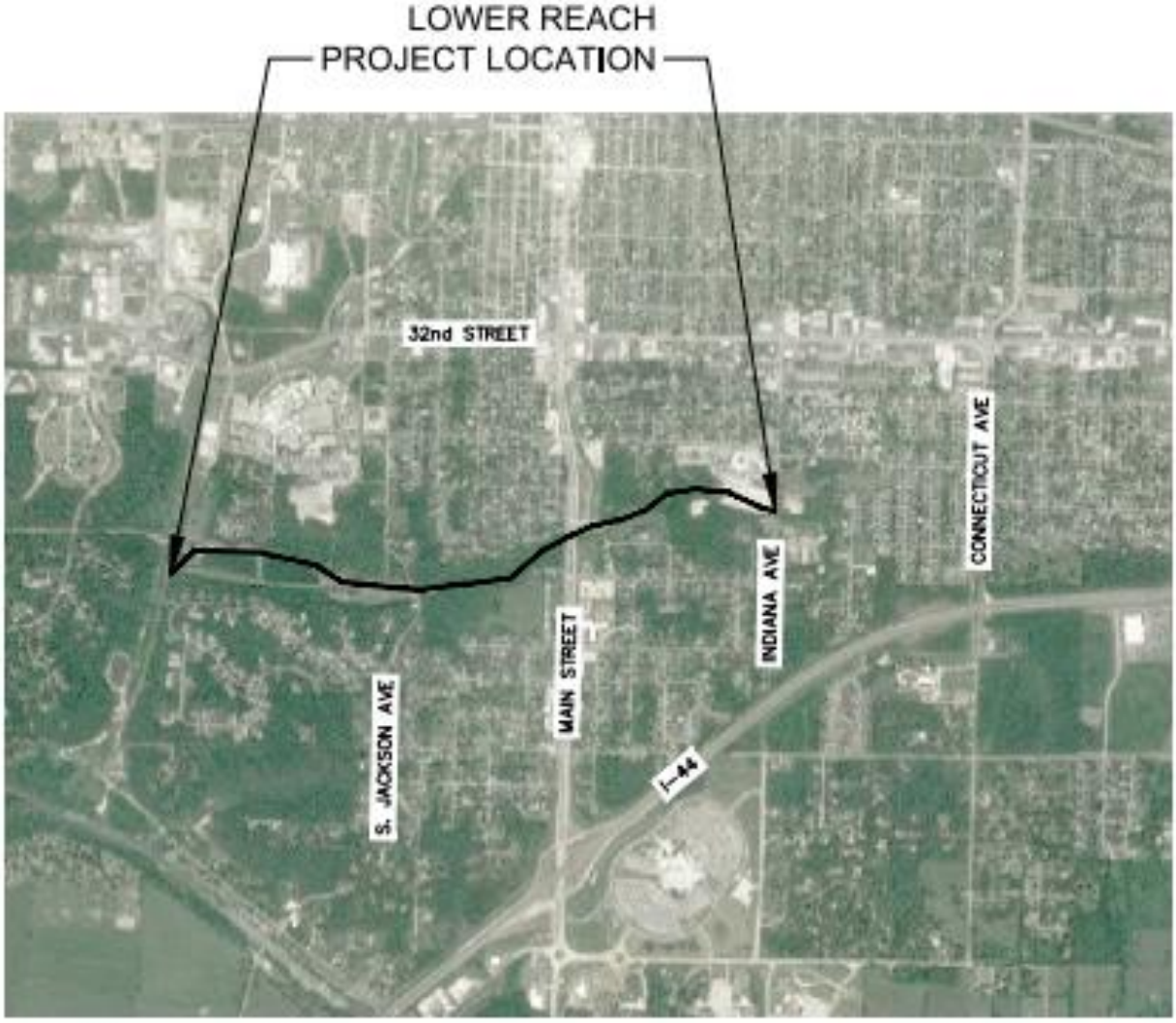
CIty of Joplin

Estimate of Fee & Hourly Rate Calculation

Construction Management/Construction Inspection Services

olsson

	Employee Type	Hourly Rate	Estimated Hours	Extension
Pre-Construction Phase				
Pre-Construction Review of Plans, Quantities & Specs	Lead Construction Rep	$ 110.00	0	$ -
	Project Manager	$ 195.00	0	$ -
Pre-Construction Meeting & Meeting Prep	Lead Construction Rep	$ 110.00	2	$ 220.00
	Project Manager	$ 195.00	2	$ 390.00
Project Documentation Set-up	Lead Construction Rep	$ 110.00	4	$ 440.00
(Field Documentation, Software, Project Files)	Project Manager	$ 195.00	0	$ -
		Phase Totals	**8**	**$ 1,050.00**
Construction Phases				
(01/06/2025 to 12/16/2025) (345 Calendar Days & Assume 238 Working Days)				
Inspection & Documentation, Coordination, RFI, Pay Apps, Change Orders, etc.	Lead Construction Rep	$ 110.00	1904	$ 209,440.00
	Lead Construction Rep OT	$ 165.00	0	$ -
Clerical Admin	Project Admin	$ 75.00	45	$ 3,375.00
Project Management & Support During Construction	Project Manager	$ 195.00	125	$ 24,470.00
Construction Materials Testing	See Attached			$ -
		Phase Totals	**2049**	**$ 237,285.00**
Post-Construction Phase				
Final Paperwork	Lead Construction Rep	$ 110.00	16	$ 1,760.00
Punch List	Project Manager	$ 195.00	4	$ 780.00
		Phase Totals	**20**	**$ 2,540.00**
		TOTAL DIRECT LABOR	**2077**	**$ 240,875.00**
Expenses				
Trip Charge (per site visit)		$ 85.00	225	$ 19,125.00
		TOTAL EXPENSES & CONSULTANTS		**$ 19,125.00**
ESTIMATED NOT TO EXCEED LABOR, EXPENSES & SUBCONSULTANT				**$ 260,000.00**



LOCATION MAP

NOT TO SCALE

COUNCIL BILL NO. 2025-104 **ORDINANCE NO.**

AN ORDINANCE approving Amendment 3 to Work Authorization no. OLS-OC20-04-P1 with Olsson in the not to exceed amount of Two Hundred Sixty Thousand and 00/100 dollars ($260,000.00) for professional engineering consulting services for Glendale Parallel Interceptor – Lower Reach and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

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

Section 1. That the Amendment 3 to Work Authorization no. OLS-OC20-04-P1 with Olsson in the not to exceed amount of Two Hundred Sixty Thousand and 00/100 dollars ($260,000.00) for professional engineering consulting services for the Glendale Parallel Interceptor – Lower Reach project, for the City of Joplin, a true and accurate copy of said amendment being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager of the City of Joplin, Missouri, or his designee, is hereby authorized and directed to execute said amendment, or amendment in substantially similar form, by and on behalf of the City of Joplin with Olsson.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of February 4, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of_____, 2025, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____

Holly Nagy, City Clerk

COUNCIL BILL NO. 2025-104 **ORDINANCE NO.**

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

I hereby certify that a sufficient amount is available in the Sanitary Sewer Fund to pay the amounts called for on the basis of the negotiated fee.

_____
Leslie Haase, Director of Finance

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-500 – Approving a Petition to establish the Joplin Sports Facility Community Improvement District, creating the District, and approving a Cooperative Agreement between the City, the District, and Prospect Village, LLC

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-500 Ordinance; Exhibit "A" Community Improvement District Petition; Blight Study; Map of Community Improvement District; Exhibit "B" Cooperative Agreement between the City, the District, and Prospect Village, LLC

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a Petition to establish the Joplin Sports Facility Community Improvement District (CID) for the area generally described as approximately 303 acres around the intersection of 20th Street and Range Line Road, and south of 11th Street north of the Kansas City Southern rail line. This Council Bill also approves a Cooperative Agreement between the City, the CID, and Prospect Village, LLC.

BACKGROUND
Prospect Village, LLC (the Developer) has proposed a redevelopment project called Prospect Village. The proposed project includes the use of tax increment financing and two community improvement districts to help fund construction of an approximately 135,000 square foot indoor Sports Complex along with 2 adjacent artificial turf outdoor athletic fields, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet. In addition, after a future amendment to the TIF Plan following removal of a portion of the property from a FEMA designated floodplain, it is anticipated that approximately 375 multifamily housing units will be constructed. Improvements necessary to develop the project also include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

This Council Bill relates to the Joplin Sports Facility CID which is the first of the two community improvement districts associated with the project. A petition to form the second community improvement district, the Woodsonia Marketplace CID, will be submitted in the future. The primary purpose of the Joplin Sports Facility CID will be to fund the construction of the public indoor sports complex and outdoor fields. The primary purpose of the future Woodsonia Marketplace CID will be to fund public improvements and other site improvements necessary for the overall project.

The Petition to establish the Joplin Sports Facility CID was submitted to the City on December 18, 2024, by property owners within the boundaries of the proposed CID, collectively owning more than fifty percent (50%) by assessed value of the real property and more than fifty percent (50%) per capita of all owners of real property within the proposed CID. The Petition proposes that the CID will add a 1% sales tax within the District to fund public improvements associated with the proposed sports complex facility portion of the overall project. The additional sales tax will end at the earlier of twenty-seven years from the date the district is established, or until the entire cost of the CID Services and CID projects as set forth in the Petition are repaid, or until any bonds issued are fully repaid.

The CID will be a separate political subdivision governed by a board of directors, appointed by the Mayor, with the consent of the City Council. The Petition includes the board appointments. Additionally, the City will be entitled to appoint an ex-officio representative to attend meetings of the Board and have access to certain financial records.

According to Missouri Revised Statutes, blight is defined as follows:

> "Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

A blight study by Sterrett Urban, LLC. determined the area is a "blighted area" creating an economic underutilization and an inability to pay reasonable taxes. The study concludes the following blight factors are present:

- Insanitary or unsafe conditions
- Deterioration of site improvements
- The existence of conditions which endanger life or property by fire and other causes

The City, the CID, and the Developer are the parties to the CID Cooperative Agreement. The main provisions of the CID Cooperative Agreement are as follows:

- The Agreement describes the obligations of the parties regarding the CID Project which includes the acquisition of property and construction and maintenance of the publicly owned sports complex facility. The Developer will be responsible for acquiring the property necessary for the sports complex facility, performing all site work for the facility, and constructing the sports complex facility. The property will be conveyed to the CID or City pursuant to a separate Purchase and Sale Agreement between the parties. The sports complex facility will be designed and constructed by the Developer pursuant to the terms of a separate Construction Management Agreement between the parties. The City and CID will work with the Developer to develop the plans, specifications, and ultimate design of the sports complex facility.

- The Agreement provides that funding of the costs associated with the CID Project is anticipated to be provided by the proceeds of a bond issuance by the Industrial Development Authority to be repaid solely by CID sales tax revenues.

- Costs associated with the CID Project to be paid from the bond proceeds will be reviewed and certified by both the CID and the City before payment is made.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-500 **ORDINANCE NO.**

AN ORDINANCE approving a Petition to Establish the Joplin Sports Facility Community Improvement District and creating the Joplin Sports Facility Community Improvement District; approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute the Agreement on behalf of the City of Joplin.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

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, on December 18, 2024, property owners within the proposed community improvement district, collectively owning more than fifty percent (50%) by assessed value of the real property and fifty percent (50%) per capita of all owners of real property within the proposed community improvement district filed with the City Clerk a petition for the establishment of a community improvement district pursuant to the CID Act (the "Petition"), entitled the Joplin Sports Facility Community Improvement District (the "District"), said Petition recites the following facts:

(a) The legal description of the proposed District, including a map illustrating the district boundaries;

(b) The name for the proposed District;

(c) A notice that the signatures of the signers may not be withdrawn later than seven (7) days after the petition is filed with the City Clerk;

(d) A five-year plan stating a description of the purposes of the proposed District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be incurred;

(e) A statement that the District will be a political subdivision governed by a five (5) member board appointed by the Mayor with the consent of the City Council;

(f) The total assessed value of all real property within the proposed District;

(g) That the Petitioners are seeking a determination that the proposed district, or any legally described portion thereof, is a blighted area;

(h) The proposed length of time for the existence of the District;

(i) The proposed method of financing for the District projects and services by implementation of a District Sales Tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo, at a rate not to exceed one percent (1%), upon an affirmative vote of the qualified voters of the District and in accordance with the CID Act;

(j) That the proposed District will have no power to submit a real property tax to the qualified voters for approval;

(k) That the proposed District will have no power to submit a special assessment to the qualified voters for approval;

(l) The limitations, if any, on the borrowing capacity of the District, the limitations, if any, on the revenue generated by the District, and any other limitations on the powers of the District; and

(m) Requesting that the District be established; and

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law; and

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven (7) days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City of Joplin; and

WHEREAS, on January 21, 2025, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak; and

WHEREAS, a Cooperative Agreement among the City, the District, and Prospect Village, LLC has been negotiated and drafted for approval by the parties; and

WHEREAS, the City Council having considered the evidence and testimony given at the public hearing, desires to approve the Petition and establish the District, make such other findings as necessary, approve the Cooperative Agreement among the City, the District, and Prospect Village, LLC, and authorize the City Manager to execute the Agreement on behalf of the City.

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

Section 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

Section 2. The City Clerk has verified the Petition substantially complies with all submission

requirements of the CID Act.

Section 3. The District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference. The District includes the contiguous tracts of real estate as described and shown in the attached Petition.

Section 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of five (5) members, appointed by the Mayor with the consent of the City Council in accordance with Section 67.1451.5 of the CID Act. The initial Board of Directors and their terms are as follows:

Ryan Stanley	4 years
Derek Edwards	4 years
Fred Palmer	2 years
Dustin Parker	2 years
Patty Vavra	2 years

Section 5. The District's Board of Directors shall have the authority to impose a sales tax as set forth in the Petition and in conformance with the CID Act.

Section 6. The District shall have and possess without limitation such powers authorized under the CID Act and as set forth or otherwise limited in the Petition.

Section 7. The District will continue to exist and function until the earlier of: (1) until all of the obligations (and accrued interest), as defined in the CID Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of this Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the CID Act.

Section 8. Pursuant to Section 67.1401.2(3)(b) RSMo, the City Council hereby finds, determines, and declares that the area described in the Petition is a blighted area based on information included in and testimony related to the blight study submitted and presented at the public hearing on January 21, 2025. The City Council further finds and determines that the use of District revenues related to the construction of the improvements and services described in the Petition are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

Section 9. The City Clerk is hereby directed to prepare and file with the Missouri Department of Economic Development (the "Department") the report specified in Section 67.1421.6 of the CID Act, substantially in the form provided by the Department.

Section 10. That the Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC, is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute

said Agreement on behalf of the City.

Section 11. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 12. 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.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____

day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Petition to Establish the Joplin Sports Facility Community Improvement District

[see attached]

Exhibit B

Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC

[see attached]

JOPLIN SPORTS FACILITY
COMMUNITY IMPROVEMENT DISTRICT

PETITION TO THE CITY OF JOPLIN, MISSOURI FOR THE CREATION OF THE

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Submitted December 18, 2024

PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

To the City Council ("City Council") of the City of Joplin, Missouri ("City"):

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described Joplin Sports Facility Community Improvement District ("District"), and (2) comprising more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. ("Act"). In support of this petition ("Petition"), Petitioners set forth the following information in compliance with the CID Act.

1. **Boundaries, Legal Description, and Map of District**

   The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. **Name of District**

   The name of the District is Joplin Sports Facility Community Improvement District.

3. **Signatures May Not Be Withdrawn**

   Notice has been provided to all signers of the Petition that their signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. **Five-Year Plan**

   A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make and an estimate of costs of these services and improvements to be initially incurred is attached hereto as Exhibit D.

5. **District Type**

   District is a political subdivision of the State of Missouri in accordance with the Act.

6. **District Governance, Number of Directors**

   The District is governed by a board of directors appointed by City, which board shall consist of five (5) members.

7. Board of Directors

a. Number. The District is governed by a Board of Directors ("Board") consisting of 5 members, who have been appointed by the municipality in accordance with the Petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

(1) be at least 18 years of age;

(2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;

(3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo;

(4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors; and

(5) At least one director must be someone who (1) resides within the City; (2) is qualified to vote; (3) has no financial interest in any real property or business in the District; and (4) is not a relative to an owner of real property or a business within the District.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms were identified by the City as follows:

Ryan Stanley	4 years	City Representative
Derek Edwards	4 years	City Representative
Fred Palmer	2 years	City Representative
Dustin Parker	2 years	City Representative
Patty Vavra	2 years	Independent Director

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not

able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Ex Officio Members. The City may designate an ex officio member to the District's Board of Directors who may attend all open meetings of the Board but shall have no voting power. The ex officio member may attend closed meetings of the Board unless the member has a conflict of interest regarding the subject matter of the closed meeting and/or the subject matter of the closed meeting involves potential or actual legal actions relating to the City. The District shall provide the ex officio member with notice of all meetings and copies of all correspondence provided to the members of the Board. The City's failure to designate an ex officio member will not affect the Board's ability to meet, act upon certain matters and otherwise carry out its business.

f. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Joplin, Missouri's City Clerk ("City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from City Council at the next regular meeting of City Council, or (ii) return the slate to the Board with a request for alternates for any or all of the Board petitions identified on the slate.

Should City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten (10) days of such refusal, the Board shall submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten (10) days of such refusal submit an alternative slate to the Mayor with two (2) alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of City Council at the next regular meeting of City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of City Council.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Jasper County Assessor's Office as of the date of this Petition, is $21,428,300. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at $10,903,820 representing 51% of the assessed value of all of the real property within the District.

9. Determination of Blight

Petitioners are seeking a determination that the District Land is a blighted area pursuant to the Act as shown in the Blight Study attached as Exhibit E. Upon a finding of blight by the City Council, the District may contract with any private property owner within the District to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure on such property provided that the City Council has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.

10. Proposed Length of Time

The District will continue to exist and function until the earlier of: (1) all of the obligations (and accrued interest), as defined in the Act, of the District have been repaid, or (2) the date which is twenty-seven (27) years from the date of the Ordinance establishing the District. The City may extend the duration of the District pursuant to Section 67.1481 of the Act.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of the CID Sales Tax within the District. The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District may by resolution of the Board, and in accordance with the Act, impose a sales tax ("CID Sales Tax") at a maximum rate of one percent (1.0%) upon all eligible retail sales within the District.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District is not authorized to impose any real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

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[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000**

DBA (if any): DHH Investments

Property Address: 2120 S Davis Blvd

Owner's telephone number: 417-529-7000

Owner's mailing address: P.O. Box 2495, Joplin MO 64803

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	**Trust**
	Nonprofit Corporation	Other: _____

Map and parcel number: 20401800000013004; Assessed Value: $90,800 current $29,060

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/29/24

Signature: Duane Hukill
Name: Duane Hukill
Title: Owner

Date: 2/29/24

Signature: Holly L Hukill
Name: Holly Hukill
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 29th day of February 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Duane D. Hukill and Holly L. Hukill, Co-Trustees of the Duane D. Hukill and Holly L. Hukill Revocable Trust Agreement dated August 8, 2000, who executed the within instrument on behalf of said Trust and he/she/they acknowledged the execution of the same to be the act and deed of said Trust.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amy Beth Sanell
NOTARY PUBLIC

My Commission Expires:
5/28/27

AMY BETH SANELL
Notary Public-Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires May 28, 2027
Commission #19601356

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **CITY OF JOPLIN MO**
DBA (if any): _____
Property Address: E 25th St
Owner's telephone number: 417-624-0820
Owner's mailing address: 602 S Main St, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: Municipality**

Map and parcel number: **20401800000014006**
Assessed Value: **$0**

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-18-24

Signature: Nick Edwards
Name: Nicholas Edwards
Title: City Manager

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 18th day of December 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nick Edwards, the City Manager for the City of Joplin, who executed the within instrument on behalf of City and acknowledged the execution of same to be the act and deed of the City.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Roschelle Forsythe
NOTARY PUBLIC

My Commission Expires:
July 5, 2026

ROSCHELLE FORSYTHE
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 5, 2026
Commission #18211596

{34054 / 72524; 1035922. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **2340 Real Property, LLC**

DBA (if any): **Schuber Mitchell Homes**

Owner's telephone number: 417-626-7000

Owner's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Kit Eaker

State basis of legal authority to sign: Company Representative

Signer's telephone number: 471-626-7000

Signer's mailing address: 2340 S. Rangeline Rd, Joplin MO 64804

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: 19601310013018000

Assessed Value (2023): $852,330.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/12/2024

Signature: _____
Name: Kit Eaker
Title: Director of LEAD

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OSCAR SARCENO
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 24875610
My Commission Expires 02-07-2028

Be it remembered, that on this 12 day of Dec, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came KIT EAKER, the Director of LEAD of 2340 Real Property, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 2-7-28

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Southwest Missouri Development Enterprises, LLC**
DBA (if any): _____
Owner's telephone number: 417-782-1500
Owner's mailing address: 1701 W 26th Street, Suite C, Joplin, MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | Limited Partnership
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 1) **19601310013009000** 1) **$398,820.00**
2) **19601310013014000** 2) **$254,770.00**

Assessed Value: **$653,590.00**

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12-17-2024

Signature: _____
Name: Richard Joseph, Jr.
Title: Owner/Manager

STATE OF Missouri)
) ss.
COUNTY OF Christian)

Be it remembered, that on this 17th day of December, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came RICHARD JOSEPH, JR., the OWNER/MANAGER of Southwest Missouri Development Enterprises, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Gayla J Sparks
NOTARY PUBLIC

My Commission Expires:

GAYLA J SPARKS
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Feb. 24, 2026
Commission #22543338

EXHIBIT B

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Fletcher Realty, LLC**

DBA (if any): _____

Owner's telephone number: _____

Owner's mailing address: 5922 Warden Rd, North Little Rock AR 72120

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: Corporation General Partnership **Limited Liability Company** Limited Partnership Urban Redevelopment Corp Trust Nonprofit Corporation Other: _____

Map and parcel numbers:

1. **20401800000012000**
2. **20401800000026000**
3. **20401800000022000**
4. **20401800000013003**

Assessed Values:

1. **$661,000.00** 211,520
2. **$2,999,320.00** 983,090
3. **$4,316,170.00** 1,405,530
4. **$2,647,010.00** 896,840

TOTAL: $10,650,500.00 $3,496,980

By executing this petition, the undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 12/6/23

Signature: _____

Name: Thomas W. Roy III

Title: Manager/CFO

STATE OF Arkansas)
) ss.
COUNTY OF Pulaski)

Be it remembered, that on this 6th day of December, 2023, before me, a Notary Public in and for the County and State aforesaid, came Thomas W. Roy III, the Manager/CFO of Fletcher Realty, LLC, an Arkansas limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amanda Peavey
NOTARY PUBLIC

My Commission Expires:

12-17-28

AMANDA PEAVEY
MY COMMISSION # 12369031
EXPIRES: December 17, 2028
Saline County

CID #2

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **4 State Corral, LLC**
DBA (if any): NONE
Property Address: 2415 S Rangeline Rd
Owner's telephone number: 417-396-2109 - 361-290-7562
Owner's mailing address: 3090 N Hidden Hollow Ln, Joplin MO 64801
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Chock L. Billy - Robert I. CAIRNS
State basis of legal authority to sign: owners
Signer's telephone number: SAME AS owners
Signer's mailing address: 3090 N. Hidden Hollow LN. Joplin MO. 64801
8105 Old White River Rd. Rogers Ark 72756

If owner is an individual: ~~Single~~ Married N/A

If owner is not an individual state what type of entity:
Corporation | General Partnership
Limited Liability Company | ~~Limited Partnership~~
Urban Redevelopment Corp | Trust
Nonprofit Corporation | Other: _____

Map and parcel number: 20401800000027001
Assessed Value: $1,776,360.00 Current $573,330

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 1-3-2024

Signature: [signature]
Name: Chock L. Billy - Robert I. CAIRNS
Title: owners

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 3rd day of January, 2024, before me, a Notary Public in and for the County and State aforesaid, came Chock L Billy - Robert I Cairns, the owners of 4 State Corral, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Christine Gier
NOTARY PUBLIC

My Commission Expires: Feb 20, 2024

CHRISTINE GIER
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Feb. 20, 2024
Commission #20723354

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Pinnacle Bank**
DBA (if any): _____
Property Address: 2433 S Rangeline Rd
Owner's telephone number: _____
Owner's mailing address: 802 Main St, Joplin MO 64802
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Travis Spencer
State basis of legal authority to sign: MO
Signer's telephone number: 417-623-4811
Signer's mailing address: travis.spencer@pinnbank.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	**Other: BANK**

Map and parcel number: **20401800000028000**
Assessed Value: **$885,510.00** Current $288,970

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 3.27.24

Signature: _____
Name: Travis Spencer
Title: Mkt Pres

STATE OF)
) ss.
COUNTY OF)

Be it remembered, that on this 27th day of March 2024, before me, a Notary Public in and for the County and State aforesaid, came Travis Spencer, the Market President of Pinnacle Bank, a [NEBRASKA BANKING INSTITUTION] ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Jennifer Wetzel
NOTARY PUBLIC

My Commission Expires: 3-5-26

JENNIFER WETZEL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MARCH 5, 2026
MCDONALD COUNTY
COMMISSION #14588851

{33861 / 70863; 1008508. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Range Line Investors, L.L.C.**
DBA (if any): _____
Property Address: S Geneva Ave
Owner's telephone number: (913) 649-4600
Owner's mailing address: 7217 W 110th St, Shawnee Mission KS 66210
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014004**
Assessed Value: **$301,300.00** Current $95,680

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: February 29th, 2024

Signature: _____
Name: David J. Christie
Title: Manager

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

Be it remembered, that on this 29th day of February, 2024 before me, a Notary Public in and for the County and State aforesaid, came David J Christie the Manager of Range Line Investors, L.L.C., a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Allison Edwards
NOTARY PUBLIC

My Commission Expires: August 27, 2025

NOTARY PUBLIC - State of Kansas
ALLISON EDWARDS
My Appt. Expires 8/27/2025

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **KAP Property Investments, LLC**
DBA (if any): _____
Property Address: 2120 Davis St
Owner's telephone number: _____
Owner's mailing address: 10210 Center Ridge Dr., Joplin MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Andrew J. Roy
State basis of legal authority to sign: _____
Signer's telephone number: 417-850-6607
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000013000**
Assessed Value: **$425,810.00** Current $149 520

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 2/27/24

Signature: Andrew J Roy
Name: Andrew J. Roy
Title: Member

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 27th day of February ~~2023~~ 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew J Roy, the Member/Signer of KAP Property Investments, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Amber L Babb
NOTARY PUBLIC

My Commission Expires: 8-22-2027

AMBER L BABB
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jasper County
My Commission Expires: August 22, 2027
ID #23470422

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Continence Restoration Center, LLC**
DBA (if any): _____
Property Address: 2120 S. Davis Blvd.
Owner's telephone number: _____
Owner's mailing address: 8458 Cedar Dr., Joplin MO 64804

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christopher Roberts
State basis of legal authority to sign: owner
Signer's telephone number: (417) 434-1230
Signer's mailing address: 8458 Cedar Drive Joplin MO 64804

If owner is an individual: Single (Married)

If owner is not an individual state what type of entity: Corporation; (Limited Liability Company); Urban Redevelopment Corp; Nonprofit Corporation; General Partnership; Limited Partnership; Trust; Other: _____

Map and parcel number: **20401800000013002**

Assessed Value: ~~**$616,880.00**~~ $197,400.00

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 10/11/24

Signature: Christopher Roberts
Name: Christopher Roberts
Title: Owner

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 11th day of Oct, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christopher Roberts, the Owner of Continence Restoration Center, LLC a Missouri limited liability company ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Celina Brown
NOTARY PUBLIC

My Commission Expires: April 3rd, 2027

CELINA BROWN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 23138402
My Commission Expires Apr 3, 2027

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Jasper Products, L.L.C.**

DBA (if any): _____

Owner's telephone number: 417 206 3333

Owner's mailing address: 3877 E. 27th St., Joplin, MO 64808

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Randy Skienderiel

State basis of legal authority to sign: VP, Supply Chain & Admin

Signer's telephone number: 417 208-1118

Signer's mailing address: randy.skienderiel@jasperproducts.com

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number:

1. 20401800000079004
2. ~~20401800000078000~~
3. ~~20401800000070001~~

Assessed Value:

1. $2,129,790 current $2,889,410
2. ~~$21,790 etc~~
3. ~~$129,960 etc~~

TOTAL: $2,281,540 ~~$3,041,160~~ $2,889,410

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: June 14, 2024

Signature: _____

Name: Randy Skienderiel

Title: VP Supply Chain & Admin

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 14 day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Randy Skienderiel, the VP Supply Chain & Admin of Jasper Products ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires:

Feb 12, 2028

SAMANTHA FLORES
Notary Public - Notary Seal
Newton County - State of Missouri
Commission Number 24895046
My Commission Expires Feb 12, 2028

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Simmons Bank, successor in interest to Liberty Bank**
DBA (if any): _____
Owner's telephone number: 1-866-246-2400
Owner's mailing address: 4625 S. National Ave., Springfield, MO 65810

IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: Christian Lewis
State basis of legal authority to sign: Missouri
Signer's telephone number: 417-875-5234
Signer's mailing address: 4625 S. National Ave., Springfield, MO 65810

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: Bank

Map and parcel number: **19601310013015000**

Assessed Value: **$1,173,620** current AV $375,560

By executing this petition, undersigned represents and warrants he/she is authorized to execute this petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/5/2024

Signature: _____
Name: Christian Lewis
Title: Vice President, Regional Community Executive

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Be it remembered, that on this 5th day of June, 2024, before me, a Notary Public in and for the County and State aforesaid, came Christian Lewis, the VP, Regional Community Executive of Simmons Bank, successor in interest to Liberty Bank, a banking institution ("Bank"), who executed the within instrument on behalf of said Bank and he/she duly acknowledged the execution of the same to be the act and deed of said Bank.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 05-15-2027

VANESSA A. GILMORE
Notary Public – Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires May 15, 2027
Commission #15446884

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **BURKAT, LLC**
DBA (if any): _____
Property Address: 2705 S Rangeline Rd
Owner's telephone number: 417-622-9149
Owner's mailing address: 3715 Red Fox Run, Joplin MO 64804 (3715 RED FOX RUN JOPLIN MO 64804
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: IFTIKHAR ALI
State basis of legal authority to sign: OWNER
Signer's telephone number: 417-622-9149
Signer's mailing address: 3715 RED FOX RUN JOPLIN, MO 64804

If owner is an individual:	Single	Married
If owner is not an individual state what type of entity:	Corporation	General Partnership
	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000034000**
Assessed Value: **$553,650.00** ✓

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 6/12/24

Signature: _____
Name: IFTIKHAR ALI
Title: OWNER

STATE OF Missouri)
) ss.
COUNTY OF Newton)

Be it remembered, that on this 13th day of June, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Iftikhar Ali, the owner of Burkat, LLC ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 11/16/2024

Kyle Birkinsha
Notary Public - Notary Seal
State of Missouri
Jasper County
My Commission Expires: 11/16/2024
Commission # 12640041

{33861 / 70863; 1008092. }

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Sooner Two, LLC**

DBA (if any): _____

Property Address: 1. 1935 S Rangeline (Aspen Dental); 2. S Rangeline Rd

Owner's telephone number: _____

Owner's mailing address: 1027 S. Main St., Ste 203, Joplin MO 64801

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

State basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	Corporation	General Partnership
state what type of entity:	**Limited Liability Company**	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel numbers: **1. 20401800000017003**
2. 20300730004030005

Assessed Values: **1. $714,240.00** ~~-current~~ $227,550
2. $125,000.00 **TOTAL: $839,240.00** ~~$~~ $252,090
Current $24,540

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 4-18-24

Signature: _____
Name: Michael Joseph
Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 18 day of April, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Joseph, the Manager of Sooner Two, LLC, a Missouri limited liability company ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

_____
NOTARY PUBLIC

My Commission Expires: 10/25/2025

MONICA LONG
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR JASPER COUNTY
MY COMMISSION EXPIRES OCT. 25, 2025
ID #21576910

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **Acme Land Company**
DBA (if any): _____
Property Address: 1. 2601 S Rangeline Rd; 2. S Rangeline Rd
Owner's telephone number: 417 624 5825
Owner's mailing address: P.O. Box 66, Joplin MO 64803
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual state what type of entity: **Corporation** General Partnership; Limited Liability Company; Limited Partnership; Urban Redevelopment Corp; Trust; Nonprofit Corporation; Other: S-corp

Map and parcel numbers: **1. 20401800000031000**
2. 20401800000031001
Assessed Values: **1. $889,490.00** current $283,550 **2. $232,190.00** current $74,300 **TOTAL: $1,232,680.00** $357,850

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 5/13/24

Signature: R Newton Sharp
Name: R. Newton Sharp
Title: President

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

Be it remembered, that on this 13th day of May, 2023, before me, a Notary Public in and for the County and State aforesaid, came R. Newton Sharp, the President of Acme Land Company, a Delaware corporation ("Company"), who executed the within instrument on behalf of Company and he/she duly acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

Cathy A Taylor
NOTARY PUBLIC

My Commission Expires:
3/22/2027

CATHY A. TAYLOR Comm. Exp. 3/22/2027 NOTARY PUBLIC NOTARY SEAL #15530333 Newton County STATE OF MISSOURI

EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

Name of owner: **International Paper Company**
DBA (if any): _____
Property Address: Behind Home Depot - Rangeline
Owner's telephone number: _____
Owner's mailing address: P.O. Box 2118, Memphis TN 38101
IF SIGNER IS DIFFERENT FROM OWNER:
Name of signer: _____
State basis of legal authority to sign: _____
Signer's telephone number: _____
Signer's mailing address: _____

If owner is an individual:	Single	Married
If owner is not an individual	**Corporation**	General Partnership
state what type of entity:	Limited Liability Company	Limited Partnership
	Urban Redevelopment Corp	Trust
	Nonprofit Corporation	Other: _____

Map and parcel number: **20401800000014000**
Assessed Value: ~~**$120,000.00**~~ Current $147,400.00

By executing petition, the undersigned represents and warrants he/she is authorized to execute petition on behalf of the property owner named immediately above. Signatures of the signers of this petition may not be withdrawn from petition later than seven (7) days after filing hereof with the city clerk.

Date: 8-19-2024

Signature: W. Neely Mallory IV
Name: W. Neely Mallory IV
Title: Director, Global Real Estate

Ignacio Vincentelli (Aug 17, 2024 10:28 CDT)

STATE OF Tennessee)
) ss.
COUNTY OF Shelby)

Be it remembered, that on this 19th day of August, 2024, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. Neely Mallory IV, the Director, Real Estate of International Paper Company, a New York corporation ("Company"), who executed the within instrument on behalf of Company and he/she/they acknowledged the execution of the same to be the act and deed of Company.

In witness whereof, I have hereunto set my hand and affixed my seal, the day and year last above written.

DOROTHY D. BAILEY NOTARY PUBLIC STATE OF TENNESSEE SHELBY COUNTY MY COMMISSION EXPIRES: MARCH 02, 2028

Dorothy D. Bailey
NOTARY PUBLIC

My Commission Expires:

CLERK'S RECEIPT OF PETITION

This Petition to create the Joplin Sports Facility Community Improvement District was filed in the office of the City Clerk of the City of Joplin, Missouri on the _____ day of _____, 2024.

_____
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

OWN
Engineering beyond.™

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT B
MAP OF DISTRICT

See Attachment

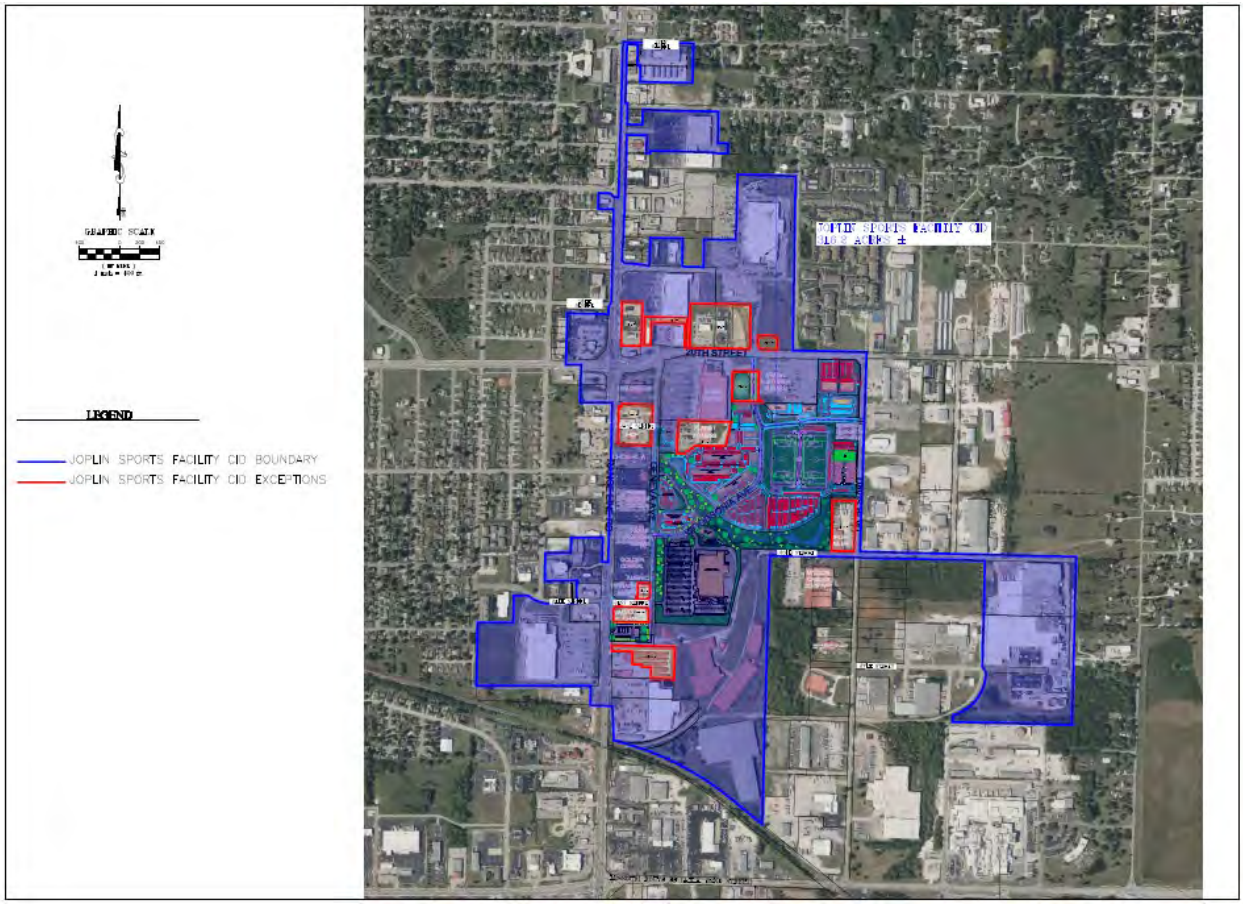
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
26TH STREET

EXHIBIT C

EXHIBIT C		
CID Property	Parcel Number	Current Property Assesed Value
Duane D. Hukill & Holly L Hukill Co-Trustees of the Duane D. and Hally L. Hukill Revocable Trust Agreement dated August 8 2000	20401800000013004	$29,060
Fletcher Realty, LLC (Toyota)	20401800000022000	$1,405,530
Fletcher Realty, LLC (Nissan)	20401800000026000	$983,090
Fletcher Realty, LLC (Subaru)	20401800000013003	$896,840
Fletcher Realty, LLC	20401800000012000	$211,520
Shuber-Mitchell Homes, LLC (2340 Real Property)	19601310013018000	$852,330
4 State Corral, LLC	20401800000027001	$573,330
Pinnacle Bank	20401800000028000	$288,970
Range Line Investors L.L.C.	20401800000014004	$95,680
KAP Property Investments, LLC	20401800000013000	$140,520
Southwest Missouri Development Enterprises, LLC	19601310013009000	$398,820
Southwest Missouri Development Enterprises, LLC	19601310013014000	$254,770
Continence Restoration Center, LLC	20401800000013002	$197,400
Jasper Products, L.L.C.	20401800000079004	$2,889,410
Simmons Bank	19601310013015000	$375,560
Burkat, LLC	20401800000034000	$553,650
Sooner Two, LLC	20401800000017003	$227,550
Sooner Two, LLC	20300730004030005	$24,540
Acme Land Company	20401800000031000	$283,550
Acme Lane Company	20401800000031001	$74,300
Joplin City	20401800000014006	$0
International Paper Company	20401800000014000	$147,400
Wal-mart Real Estate Business Trust	20300730004034000	$2,113,810
Broadmoor at Chelsea Co. L.P.	19601340001001000	$1,433,460
Broadmoor at Chelsea Co. L.P.	19601310014002000	$89,340
Herman Realty Company	20300720026007000	$237,740
Market Parking, Inc.	20300730004017000	$855,340
Warren Davis Properties	20300730004028000	$1,222,480
HD Development of Maryland, Inc.	20401800000014003	$1,061,170
BlackHooks Investments, LLC	19101240009001000	$158,630
Sutherland Building Material, Inc.	20401800000037000	$642,090
CFA-NC Townridge Square LLC	20401800000021000	$473,020
Ralco Enterprises, Inc.	20401800000017001	$540,940
Majzoub Family Partnership	20401800000017000	$167,990
Majzoub Family Partnership	19101240019010001	$430,950
Larry Fugate Trust	19601310001018000	$210,450
2918 East 20th Street, LLC	19601310001002000	$79,310
R&A Holdings, LLC	20300730004025000	$464,770
Aldi, Inc.	20300730004031000	$342,990
Total Parcels - 39 Total Owners - 31		$21,428,300

EXHIBIT D
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES*

I. **General**. The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.

II. **District Purposes.** The purposes of the District are to:

(1) Provide or cause to be provided for the benefit of the District, a 135,000 square feet state of the art sports facility which will host regional tournaments in a variety of sports.

(2) Fund the costs, expenditures, and undertakings of the Sports Complex.

(3) To levy and collect the Sales Tax in order to provide a source of payment for the Sports Complex.

(4) Such other purposes and activities authorized by the Act and allowed by the Petition.

III. **Estimated Initial Five-Year Budget**. The estimated revenue from the Sales Tax and expenditures for the initial five years of the District are set out on Exhibit D-1:

Notes:

A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective January 1, 2025, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.

B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.

* To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

EXHIBIT D-1

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E

BLIGHT STUDY

[SEE ATTACHED]

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

STERRETTURBAN LLC

Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Joplin Sports Facility
Community Improvement District

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
September 11, 2024

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RSMo. 99.805(1)

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Section I

Introduction

The purpose of this analysis is to determine if the proposed Joplin Sports Facility Community Improvement District, which consists of approximately 260.9 acres (excluding right of way), and thirty-nine (39) property/tax parcels located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri (as further described herein, the "Study Area") qualifies as a "blighted area" according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "CID Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban ("Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix D.

The Consultant visited the Study Area in August and September 2024. The effective date of this study is September 11, 2024, the last date of inspection.

The Study Area is depicted in the map included on the following pages. The Study Area encompasses thirty-nine (39) property/tax parcels and approximately 260.9 acres of property (excluding right of way).

Definitions

Community Improvement District

Chapter 67 of the Missouri Revised Statutes, entitled "Political Subdivisions, Miscellaneous Powers", under Sections 67.1401 to 67.1571, entitled the Community Improvement District Act, allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

CIDs are established for the purpose of financing a wide range of public-use facilities and establishing and managing policies and public services relative to the needs of the CID. CIDs can impose special assessments, real property taxes, sales taxes, and fees. CIDs can also be combined with other funding methods to pay for additional services and improvements.

If a CID is in a blighted area, or includes a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

> 2. *Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:*
>
> *(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
>
> *(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.* (67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

> "Blighted area", the same meaning defined pursuant to section 99.805; (67.1401.2(3) RSMo.)

RSMo. 99.805 provides the following definition for a blighted area:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed community improvement district. According to state law, it is unnecessary for every condition of blight to be present to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the study area as a whole.

With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Summary of Findings" provides conclusions regarding the analysis and presence of blight in key areas; however, the city of Joplin, Missouri ("City") will make a final determination of a blighted area for the entire Study Area.

Study Methodology

The purpose of this work was to analyze conditions located within the Study Area to determine if it qualifies as a blighted area as defined in the CID Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions present in the Study Area.

Data was collected from the City and Jasper County ("County") to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through the County and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the city, state, and plan proponent.

The Consultant visited the Study Area in August and September 2024. The effective date of the study is September 11, 2024, the last date of inspection.

Previous Blight Determinations

Proposed Community Improvement District

The Study Area encompasses portions of two existing tax increment financing ("TIF") redevelopment plans.

The 1717 Market Place TIF Plan, which was originally approved by the City on January 10, 2005 by Ordinance No. 2005-006 with a finding of blight, includes three (3) property/tax parcels in the Study Area.

The Recovery TIF Plan, which was originally approved by the City on December 1, 2012 by Ordinance No. 2012-230 with a finding of blight was designed to aid redevelopment in an area of 3,100 acres impacted by the EF-5 tornado that struck the City on May 22, 2011. The eastern boundary of the Recovery TIF Plan is the western side of S. Range Line Road between 15th Street and 24th Street immediately north and west of the Study Area – and includes eight (8) property/tax parcels in the Study Area.

It should be noted that the statutory definition of blight was changed effective August 28, 2021, after these two TIF plans were initially approved.

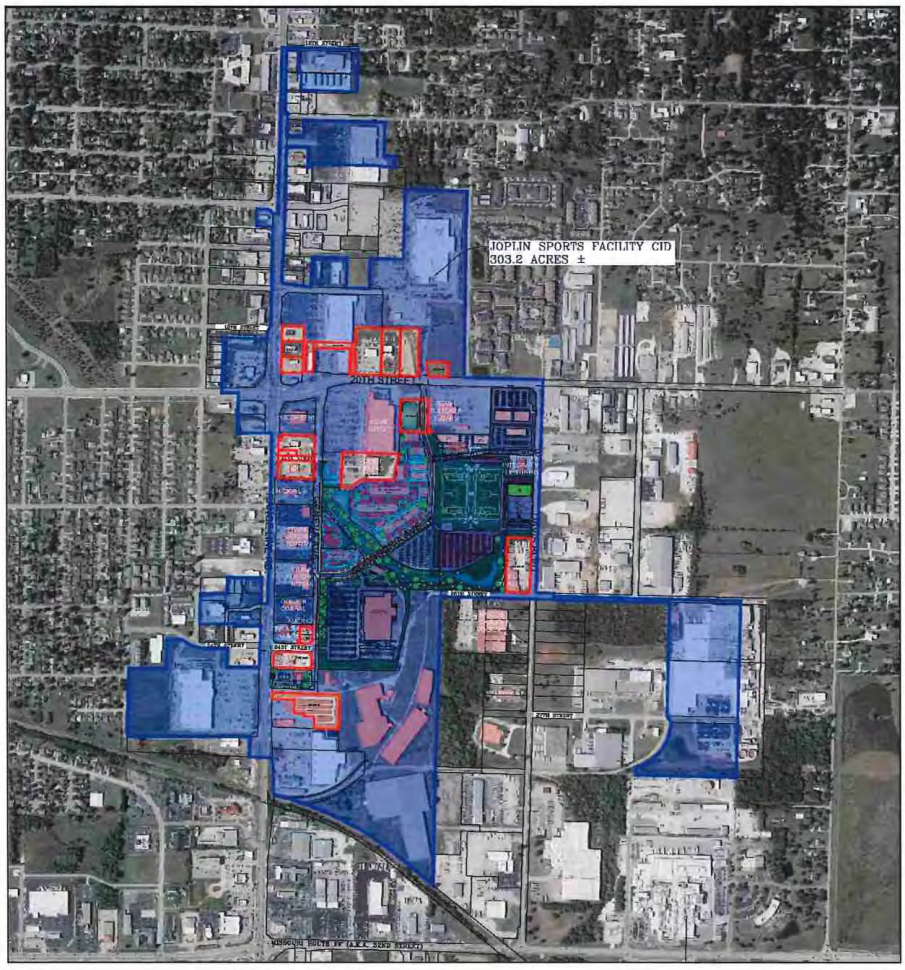
Legal Description

The Study Area consists of thirty-nine (39) property/tax parcels. Specific legal descriptions (abbreviated) of all parcels within the Study Area are included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains thirty-nine (39) property/tax parcels. All the property/tax parcels are identified by the Jasper County Assessor's office. A complete listing of the property/tax parcels identified by the Jasper County Assessor is included in Appendix A.

Study Area – Boundary Map



Source: OWN, Inc.

Properties outlined in red are excluded from the proposed Joplin Sports Authority CID

Section II

Study Area Overview

Location & Access

The Study Area encompasses approximately 260.91 acres and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The existing access points to the Study Area are located on the east/west thoroughfares of E. 12th Street, E. 13th Street, E. 17th Street, E. 20th Street, E. 24th Street, E. 25th Street, and E. 27th Street, and the north/south thoroughfares of S. Highview Avenue, S. Range Line Road, S. Geneva Avenue, S. Rex Avenue, and S. Davis Boulevard. The Study Area has quick and easy access to Interstate 44, located slightly less than one mile to the south with a full interchange on S. Range Line Road, and E. 7th Street, a "Principal Arterial," is less than a half-mile north of the Study Area via S. Range Line Road, and provides access to other north/south freeways and interstates. E. 20th Street, classified as a "Minor Arterial", is a major thoroughfare providing east/west access to the central portion of the Study Area, and S. Range Line Road (also designated as Interstate 49 Business Route), which forms much of the western boundary of the Study Area, is classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

All streets adjacent and within the Study Area are two-way streets. Beside the two major thoroughfares providing access to the Study Area, E. 13th Street, S. Rex Avenue, S. Davis Boulevard and S. Geneva Avenue are all classified as "Major Collectors." There are no "Interstates," "Freeways," or "Local" thoroughfares within the Study Area." The arterials and collectors provide good access to the Study Area and surrounding areas, except S. Geneva Avenue, which does not extend north past E. 20th Street and terminates just south of E. 24th Street, and E. 13th Street, which only exists east of S. Range Line Road.

Bike routes and trails do not currently exist within the Study Areas and none are currently planned. According to the city's "Master Trail Plan" a trail is planned along E. 20th Street west of S. Range Line Road. Pedestrian access is excellent (along S. Range Line Road, although ADA-compliant warning pads do not always exist at intersections and crosswalks and numerous gaps exist) to poor (nonexistent) within the Study Area. Sidewalks along the building improvements within the Study Area are generally in good condition, but many lack ADA-compliant curb ramps. Most walking takes place across the surface parking lots which are generally in poor to good condition. Where deterioration has occurred, tripping hazards exist.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), serves the entirety of the Study Area and much of the city. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. MAPS operates Monday through Friday.

Land Area
There are thirty-nine (39) property/tax parcels within the Study Area. Per information obtained from the geographic information system of Jasper County, Missouri, the Study Area contains a total of approximately 260.9 acres (excluding right of way).

Topography
The Study Area slopes downward from east to west and from north to south. The highest elevation in the Study Area is just shy of 1,100 feet at the northeast corner of 3877 E. 27th Street (which is the southern right of way of E. 25th Street) and developed by Jasper Products. The lowest elevation in the Study Area is generally between 1,030 and 1,040 feet in the southwest corner of the Study Area at 2600 S. Range Line Road that is developed with Lowe's.

According to a flood plain map from the Federal Emergency Management Agency (FIRM No. 29097C0278E, effective 11/2/2012) a "Regulatory Floodway" (Joplin Creek) crosses the Study Area downhill from the eastern edge of the Study Area at S. Davis Boulevard south of E. 20th Street to the western edge of the Study Area west of S. Range Line Road and just south of E. 20th Street as demonstrated in the FIRM map included in Appendix C. A fair amount of the central portion of the Study Area located south of E. 20th Street is within an area designated as a 100-year flood plain and a few areas have been designated as a 500-year flood plain. Altogether nine of the thirty-nine property/tax parcels are impacted by the Regulatory Floodway and the 100-year flood plain areas.

Utilities
All utilities are available to the properties including electricity, water, sewer, and natural gas.

Zoning
The existing zoning districts include C-1 (Neighborhood Commercial), C-3 (Commercial), C-3-PD (Commercial – Planned District) and M-2 (Heavy Industrial). A chart stating the purpose and intent of each of the zoning classifications as expressed in the Development Code of Joplin, Missouri is included below.

Zoning Classification		Intent*
C-1	**Neighborhood Commercial**	The C-1 district provides small-scale retail, service, civic and employment uses in adjacent to supporting suburban or walkable neighborhoods. This district should be used to create destinations in close proximity to residential neighborhoods, and should be well

		integrated with the supporting neighborhoods character and pattern, whether suburban or walkable.
C-3	**Commercial**	The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development.
C-3-PD	**Commercial – Planned District**	The intent of the planned zoning districts is to encourage innovation in development, unique and distinctive places, and efficient use of land, buildings and infrastructure. Specifically, planned zoning and development plans to support the flexibility offered through planned zoning should accomplish one or more of the following: 1. Preservation of distinct natural features on the land and integration of them into amenities for the project. 2. Reduction in potential environmental impacts from the development, whether through disturbance of land, location of streets and infrastructure or operation of sites and buildings. 3. Create broader community benefits through the better integration of multiple projects, resulting in designs that could not have otherwise been accomplished through the base zoning districts and standards. 4. Improved public realm designs, including streetscapes, open space, civic spaces and the relationship of buildings and sites to those spaces.

		5. Creation of unique projects and places that are particularly suited for the planned location based on the characteristics of the land or the context and relationship to surrounding areas. Departures from the base standards of all zoning districts may be considered through planned zoning process provided they are based upon a comprehensive and well-integrated development plan for the area. These departures shall not be justified for simply wanting flexibility or deviations from standards based upon a site plan.
M-2	**Heavy Industrial**	The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business.

*Joplin, Missouri Development Code

Environmental

Environmental Site Assessments (ESA) of the Study Area were not available, but an environmental covenant for a large portion of the property in the Study Area that is owned by International Paper was provided by the Missouri Department of Natural Resources. As noted within the covenant:

> "From the early 1900s until approximately 1950, underground lead and zinc mining was conducted in and around Joplin. Rex Mining and Smelting Company became the eventual owner of the property currently occupied by the Joplin facility. Long-Bell Lumber Company and American Lumber & Treating Company purchased a portion of the property from Rex Mining in approximately 1937 and began wood treating operations. Long-Bell eventually purchased the entire property and continued operations until approximately 1956 when International Paper acquired the facility. Wood treating began in 1937 using creosote. Pentachlorophenol (PCP) treating solution (diesel and PCP) was added to the process in 1955. In 1979, PCP completely replaced creosote as the treatment solution. Per the Joplin facility's original RCRA permit, there are two closed solid waste landfills (Landfill 1 and Landfill 2) present on the Northern Parcel (Figure 2). Final closure of the landfills was completed in 1991 with the installation of clay caps. On April 30, 2006, International Paper ceased operations at the Joplin facility. International Paper elected to decommission the plant to facilitate potential future industrial use of the property." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

Soil data obtained from investigations conducted under the direction of the Missouri Department of Natural Resources (MDNR) and the U.S. Environmental Protection Agency (EPA) were compared to EPA's Industrial Regional Screening Levels (RSLs), dated June 2017. As noted in the covenant, based on these comparisons, PCP, benzo(a)pyrene (BaP) and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (PCDD/PCDF) were identified as constituents of concern (COCs) for soils on the Property.

> "Modified industrial RSLs were calculated for the three COCs to evaluate the need for soil corrective action on the Property. Based on the comparison of soil concentrations to modified industrial RSLs, BaP does not pose an unacceptable risk and no further corrective action for soils is required related to this constituent. However, PCP and/or PCDD/PCDF concentrations remaining in soils at two distinct areas must be managed to address exposure due to direct contact with soil or indirect contact via air transport of soil particulates." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

A soil management plan has been developed as a part of the environmental covenant to address soil disturbance activities anticipated during development of the property. The soils on the property within the Study Area are generally acceptable for non-residential use only. However, the soils within the footprint of the southernmost Stormwater Terrace and the Framing Building Area must be managed separately from the remainder of soils in the property.

> "The soils at the Property are approved for non-residential use, only. Soils at locations throughout the Property, excluding the southernmost Stormwater Terrace and Framing Building Area, can be disturbed so long as the soils are kept within the boundaries of the Property and appropriate measures are taken to limit soil-runoff and particulate emissions. If grading or other disturbance activities call for removal of soil from those portions of the Property, waste characterization must be completed prior to offsite disposal at an appropriate disposal facility. Soils from the Property may not be re-used for any purpose at any location beyond the boundaries of the Property. ("Soil Management Plan – Northern Parcel," March 2018, p. 5)

> "If disturbance of soils within either the southernmost Stormwater Terrace or the Framing Building Area are planned, a Workplan must be developed to describe the scope and overall footprint of the proposed activities. Soils within these two areas cannot be reused in another location on the Property or offsite. A copy of the Workplan must be submitted to MDNR for review." ("Soil Management Plan – Northern Parcel," March 2018, p. 6)

International Paper is currently performing long-term monitoring, maintenance activities and conducting corrective action remediation activities on the southern portion of the site of about 43 acres. A Final Hazardous Waste Management Facility Part I Permit was issued by the Missouri Department of Natural Resources in October, 2023, and a Final Part II Permit was issued by the U.S. Environmental Protection Agency in October, 2023. Both permits are scheduled to expire in 2033.

As part of the post-closure care, International Paper is required to operate a groundwater remediation system until August 2045, or until they can show that the contaminant levels have been below the maximum concentration limits specified in their hazardous waste permit for three consecutive years. The system has been in operation since 1993. Potential off-site surface water and groundwater contamination is a concern. International Paper is conducting a RCRA Facility Investigation to define the horizontal and vertical extent of any contamination. If any corrective action activities are necessary, they will be based on the investigation results.

Real Estate Taxes
A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the resulting assessed value of the Assessor's opinion of Market Value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2023 in the Study Area was $5.6344 per $100 of assessed valuation. In 2023 (the most recent year in which real estate taxes were collected), the assessed value of the Study Area was $20,765,004, generating a total of $1,170,035.04 in billable real estate taxes. Assessed values within the Study Area increased by 9.97% between 2019 and 2023 after increasing by as much as 4.44% in 2021 and declining by 0.10% in 2022. All real property tax payments are current as of the date of this study.

The total assessed value of the Study Area increased by 3.43% in 2024, although the values have not been certified and could change. As of the date of this study, assessed values increased in the Study Area between 2019 and 2024 by 13.74%.

One property in the Study Area is owned by the city of Joplin and is tax exempt.

Existing Improvements
The Study Area encompasses approximately 260.9 acres (excluding right of way) and consists of thirty-nine (39) property/tax parcels. The Study Area is located generally between E. 12th Street on the north, Joplin city limits on the east, Kansas City Southern Railway on the south, and S. Highview Avenue and S. Range Line Road on the west in Joplin, Jasper County, Missouri.

The Study Area consists of 115.75 acres (excluding right of way) on nine property/tax parcels that are vacant, unimproved (or formerly improved) commercial/industrial property.

The largest parcel in the Study Area, at 93.48 acres, was formerly utilized as a paper mill, most recently by International Paper Company, who then closed the facility in 2006, and has been undergoing environmental remediation and monitoring since the closure.

The remainder of the Study Area is developed with commercial/industrial uses in thirty-one (31) primary buildings on twenty-eight property/tax parcels, mostly one story but as high as three

stories, and include a former Red Hot and Blue restaurant (2601 S. Range Line Road) that has been closed since October 2022. The other properties are occupied by operating businesses that include a mix of manufacturing, office, retail, healthcare, and restaurants. One building, a quick-service restaurant, was completed in 2024, and another building, a dispensary, is currently under construction.

According to the Jasper County Assessor, there is about 1,483,993 square feet of existing commercial/industrial space developed within the Study Area, of which 824,757 square feet of space (55.6% of the total amount of space) is in good condition. According to the Jasper County Assessor, of the 803,947 square feet of space constructed prior to 2011, 372,955 square feet is in good condition, or 46.4% of the space. Of the 680,046 square feet of space constructed in 2011 or later, 451,761 square feet is in good condition, or 66.4% of the space.

Much of the Study Area was impacted by the 2011 tornado, but has not experienced the same level of investment since then as the S. Range Line Road corridor. Of the thirty-two buildings that are in operation, twenty have been constructed since 2011. The average age of the improvements in the Study Area is approximately 20 years, with an average year built of 2004. The buildings range in condition from poor to excellent, with most in good condition. The exterior site improvements are generally in poor to fair condition.

Billboards

Two double-sided billboards exist within the Study Area at 1502 S. Range Line Road and at 2014 S. Range Line Road.

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with a latitude of 37.065544 and longitude of -94.472882, which is in the middle of the International Paper property.

	Population			
Lat. 37.065544, Long. -94.472882	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2024**	**2029**
One Mile	4,439	4,717	4,642	4,638
percent change (1 mi)		+6.3%	-1.6%	-0.1%
change from '10 (1 mi)		+6.3%	+4.6%	+4.5%
Three Mile	37,462	38,345	38,983	39,772
percent change (3 mi)		+2.4%	+1.7%	+2.0%
change from '10 (3 mi)		+2.4%	+4.1%	+6.2%
Five Mile	63,551	66,030	67,206	68,508
percent change (5 mi)		+3.9%	+1.8%	+1.9%
change from '10 (5 mi)		+3.9%	+5.8%	+7.8%
Joplin	50,808	51,762	52,512	53,512
percent change		+1.9%	+1.4%	+1.9%
change from '10		+1.9%	+3.4%	+5.3%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a rate of growth within one mile of the Study Area (+6.3%) that is more than triple that of the city and at least one-and-a-half times the rate of growth within three and five miles of the Study between 2010 and 2020 (2.4%-3.9%). Despite the period of growth nearest the Study Area between 2010 and 2020, population growth is forecasted to have declined in 2024 and continue to do so through 2029, albeit slightly. Growth within three and five miles of the Study Area, and growth within the city of Joplin, is forecast to have increased at similar rates of 1.4%-1.8% between 2020 and 2024, and 1.9%-2.0% between 2024 and 2029. The greatest rate of growth between 2010 and 2029 is projected to occur within three and five miles of the Study Area (+3.7%-3.8%), while the area nearest the Study Area is projected to lose population (-1.7%). The city grew at 3.4% over the same time.

	Median Household Income	
Lat. 37.065544, Long. -94.472882 Radius	**Forecast**	
	2024	**2029**
One Mile	51,024	54,597
chg. from '23 (1 mile)		+7.0%
Three Mile	50,235	54,744
chg. from '23 (3 mile)		+9.0%
Five Mile	52,961	58,237
chg. from '23 (5 mile)		+10.0%
Joplin	51,025	55,628
chg. from '23		+9.0%

Source: ESRI; Sterrett Urban, LLC

The median household income forecasted by ESRI for 2024 and 2029 within five miles of the Study Area is greater than the median household income ESRI forecasts for the city of Joplin. The median household income within one mile and three miles of the Study Area in 2024 and 2029 is forecasted by ESRI to be lower than the median household income for the city. The rate of income growth nearest the Study Area is also forecast to be lower than that of the city between 2024 and 2029 (7.0% compared to 9.0% for the city).

Unemployment

The most recent unemployment data for the Study Area is for the City of Joplin, Missouri. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Joplin, Missouri
July 2024 *(not seasonally adjusted)*

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
25,592	24,397	1,195	4.7%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan statistical area in July 2024 was 4.7%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered "full employment."

Section III

Determination of Study Area Conditions

Significant findings of the Joplin Sports Facility Community Improvement District Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in August and September 2024. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by the CID Act in RSMo. 99.805(1) of the Missouri State Statute, as amended, exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definitions include: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the CID Act:

> *(1)* ***"Blighted Area"****, an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use.* (99.805(1), RSMo.)

Several court cases provide additional direction in the consideration of blight:

- It is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974).
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza

Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- In order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent and/or impactful include the presence of environmental liabilities on the International Paper Company property (as previously detailed), and as noted previously the presence of floodways, 100-year floodplains and stormwater mitigation areas impact nine of the thirty-nine properties. Also unsafe is trash/debris, the deterioration of pavement throughout the surface parking lots and drive aisles which creates tripping hazards, faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles, and overgrown vegetation, particularly on those properties along S. Geneva Avenue and along S. Davis Boulevard.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent signage, substandard curb ramps, and nonexistent warning pads on sidewalks at intersections and crosswalks.

Examples of this condition are shown below. Additional photographs of deteriorated pavement are included in *Cause Component 2: Deterioration of Site Improvements.*

It should be noted that odors emitted by certain industrial properties in the vicinity has brought about citations from the Missouri Department of Natural Resources for violating air pollution regulations. Jasper Products, whose plant is in the Study Area, has had such problems in the past. Currently no complaints have been filed recently with the Missouri Department of Natural Resources.

The Study Area exhibited insanitary or unsafe conditions and is a major contributor to blight. Twenty-six of the thirty-nine properties in the Study Area exhibited insanitary or unsafe conditions, or almost 77% of the Study Area.

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International Paper Co. – looking west – overgrown vegetation; uneven pavement; contaminated property



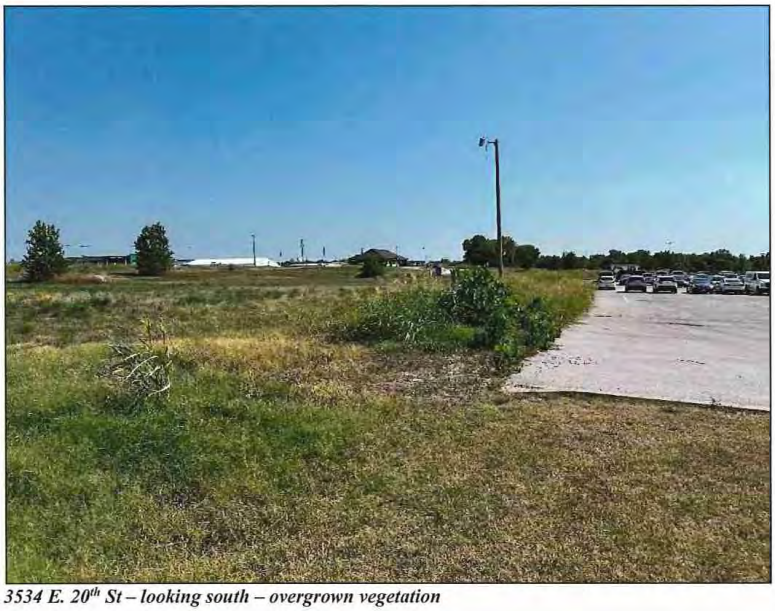
Planet Fitness pad site – looking northwest – overgrown vegetation; deterioration of drive aisle



Planet Fitness pad site – looking west – lack of pedestrian circulation; overgrown vegetation



2600 S. Range Line Rd – looking northwest – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation; lack of pedestrian circulation



3534 E. 20th St – looking east – lack of pedestrian circulation; trash/debris



3435 E. 20th St – looking northwest – trash/debris



2120 S. Davis Blvd – looking southwest – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking east – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



1717 S. Range Line Rd – looking south – trash/debris blocking gutter/drainage



International Paper Co. – looking northwest – contaminated property; abandoned rail spur



International Paper Co. – looking northwest – contaminated property



E. 25th St – looking north – stormwater mitigation area, floodway



2601 S. Range Line Rd – looking west – deterioration of parking lot, uneven pavement; noncompliant ADA parking spaces



2330 S. Range Line Rd – looking west – noncompliant ADA parking space, curb ramp/sidewalk



2330 S. Range Line Rd – looking south – uneven pavement; vehicles traveling wrong way in one-way drive-through lane



1717 S. Range Line Rd – looking north – parked cars narrow private roadway



1315 S. Range Line Rd – looking east – deterioration of parking lot; uneven pavement



3012 E. 12th St – looking southwest – deteriorated surface parking lot – uneven pavement



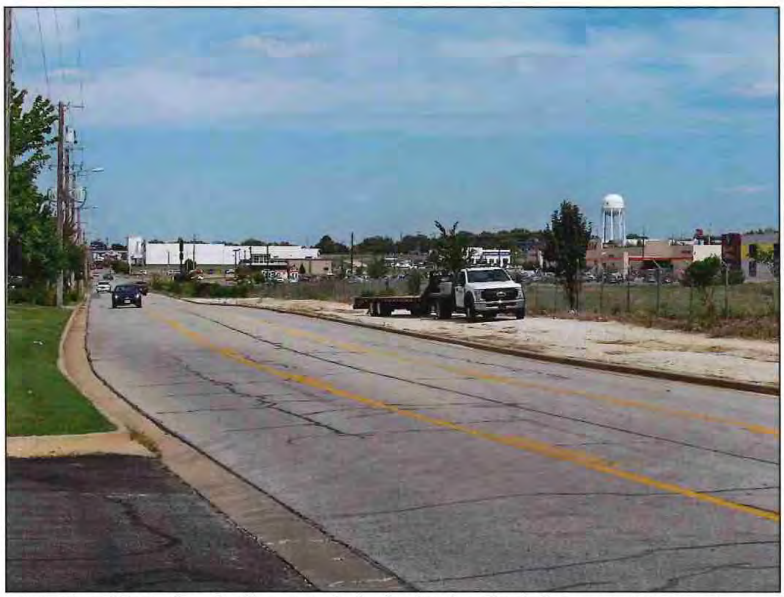
3012 E. 12th St – looking west – parking in front yard



2601 S. Range Line Rd – looking north – debris on sidewalk



1717 S. Range Line Rd – looking east – uneven sidewalk, exposed rebar



International Paper Co. – looking east – lack of pedestrian circulation; neglected property



2021 S. Range Line Rd – looking north – illegible pavement markings



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant signage



2433 S. Range Line Rd – looking northeast – lack of ADA-compliant warning pads



1717 S. Range Line Rd – looking west – lack of pedestrian circulation



3205 E. 20th St – looking east – lack of pedestrian circulation



1502 S. Range Line Rd – looking south – lack of pedestrian circulation



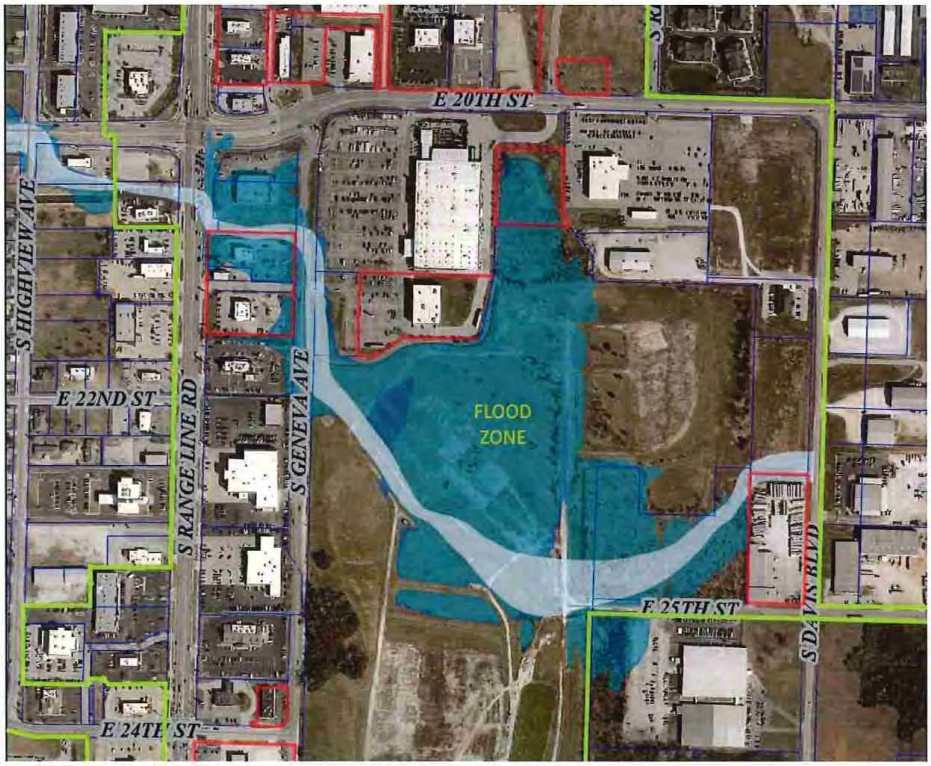
2430 S. Range Line Rd – looking south – lack of pedestrian circulation



1717 S. Range Line Rd – looking southeast – debris; transient access to property



3110 E. 20th St – looking west – lack of pedestrian circulation



Joplin Sports Facility CID Redevelopment Area – flood zone

The CID boundary is in yellow.
Properties excluded from the CID are outlined in red.

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Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

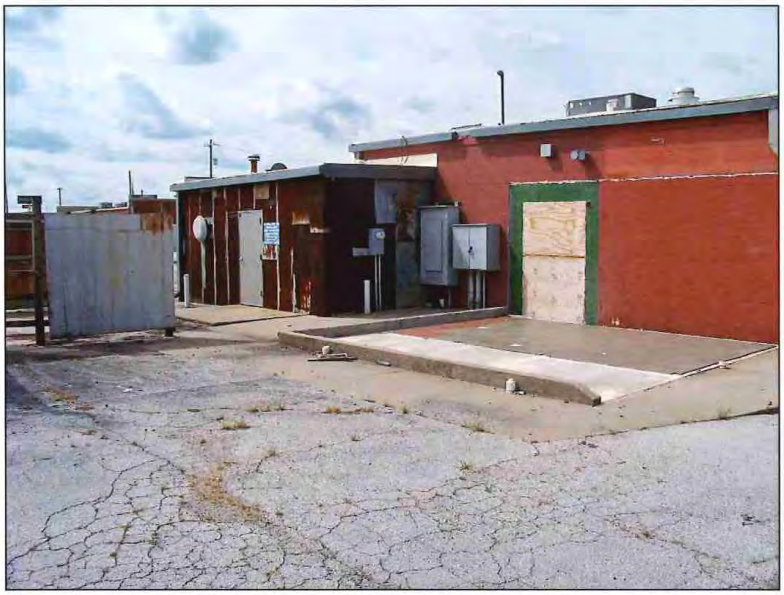
The most common example of structural deterioration found in the Study Area included the failure of finishes. The following photos are examples of structural deterioration in the Study Area.



3110 E. 20th St – looking west – failure of finishes



2601 S. Range Line Rd – looking northeast – failure of finishes; deterioration of pavement



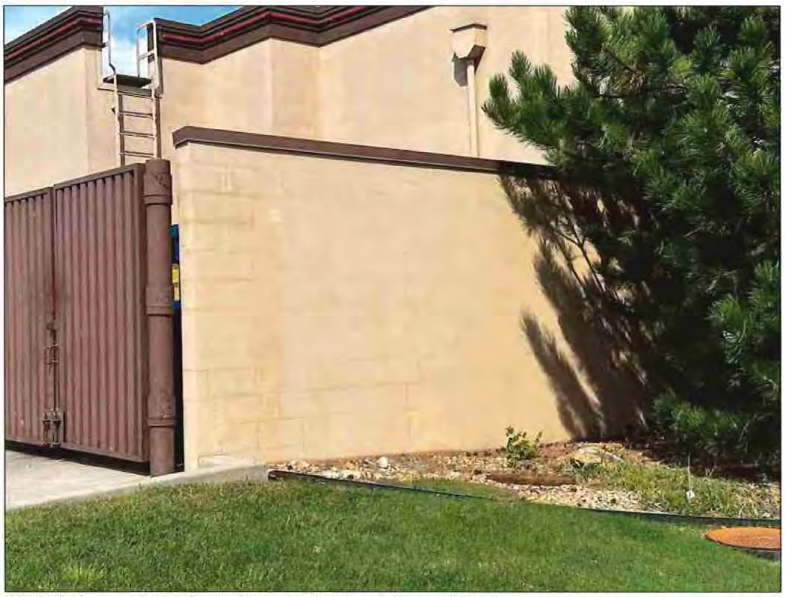
2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



2120 S. Davis Blvd – looking east – deterioration of gutter, drive aisle and parking area; failure of finishes



1315 S. Range Line Rd – looking north – failure of finishes



1930 S. Range Line Rd – looking northeast – failure of finishes



2600 S. Range Line Rd – looking west – deterioration of masonry

In addition to structural deterioration, a variety of blight conditions was observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, equipment, fences, and unenclosed trash dumpsters.

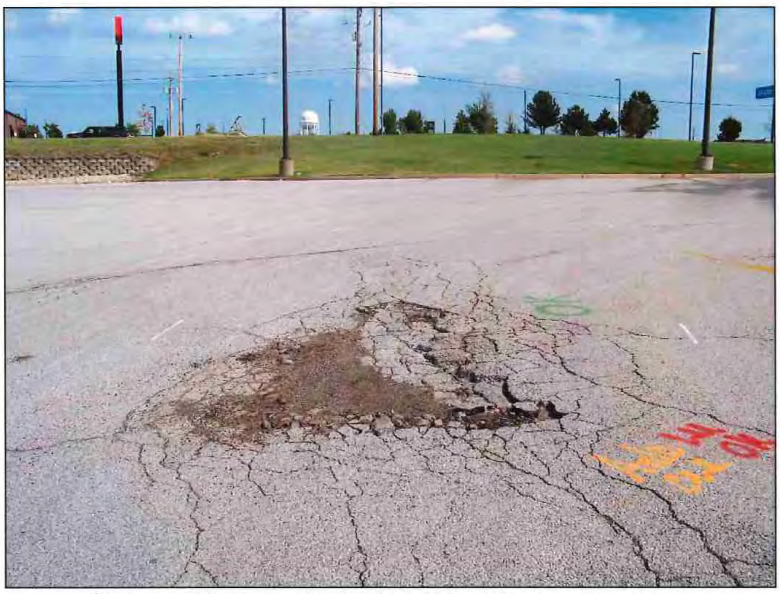
Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



International Paper Co. – looking northwest – deterioration of ancillary building



International Paper Co. – looking north – deterioration of street



3110 E. 20th Street – looking north – deterioration of drive aisle



Planet Fitness pad site – looking north – deterioration of drive aisle and surface parking lot



2601 S. Range Line Rd – looking west – deterioration of surface parking lot



2601 S. Range Line Rd – looking east – deterioration of drive aisle



2601 S. Range Line Rd – looking east – deterioration of surface parking lot (gravel)



2415 S. Range Line Rd – looking north – deterioration of surface parking lot







2021 S. Range Line Rd – looking south – deterioration of surface parking lot; lack of landscaping



2127 S. Range Line Rd – looking south – lack of landscaping; deterioration of wall



International Paper Co. – looking south – deterioration of fence; overgrown vegetation



2407 S. Range Line Rd – looking west – deterioration of fence



2600 S. Range Line Rd – looking south – deterioration of fence



International Paper Co. – looking south along Geneva Ave – deterioration of fence; lack of landscaping



Planet Fitness pad site – looking southwest – deterioration of infrastructure



S. Geneva Ave – looking south – deterioration of infrastructure

The Study Area exhibits deterioration of site improvements. The most common conditions included the deterioration of surface parking and drive aisle pavement, equipment, and failure of finishes.

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety and crime information pertaining to the parcels in the Study Area indicated no reported incidents within the Study Area in the past twelve months.

As noted previously environmental liabilities exist within the Study Area on that property/tax parcel currently owned by International Paper that endanger life and/or property.

The International Paper property and seven other properties are impacted by a floodway that, at times of certain weather events, endanger life and/or property.

The existence of conditions which endanger life or property by fire and other causes were identified within the Study Area and are a major contributor to blight in the Study Area.

Summary of Blighting Factors

The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, the parcels within the Study Area satisfy each of the three blighting cause factors, with more than 50% of the Study Area satisfying the factors of Insanitary or Unsafe Conditions and Deterioration of Site Improvements. Parcels that exhibit a predominance of blighting factors cover 58.9% of the Study Area.

Joplin Sports Facility
Community Improvement District
Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	39	100%	260.91	100%
Blighting Factors				
Insanitary or unsafe conditions	26	66.7%	199.84	76.6%
Deterioration of site improvements	30	76.9%	236.45	90.6%
Existence of conditions which endanger life or property by fire and other causes	9	23.1%	120.42	46.2%
Parcels with Predominance of Blighting Factors	**14**	**35.9%**	**153.57**	**58.9%**

Effect Component 1: Retards the Provision of Housing Accommodations
As noted previously, the environmental liabilities that exist at the International Paper Company property has resulted in the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency prohibiting residential use as a future land use.

Other vacant property/tax parcels have not been developed since the tornado impacted the Study Area in 2011, although millions of dollars of investment have occurred in multifamily and commercial development in the vicinity of the Study Area. Underlying factors have impacted the ease with which the vacant properties in the Study Area could be developed, due largely to flooding issues and environmental liabilities.

The blighting conditions within the Study Area have retarded the provision of housing accommodations.

Effect Component 2: Constitutes an Economic or Social Liability
The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has increased by 9.97% between 2019 and 2023, and by 2.00% in 2023. In comparison, assessed valuation of commercial real estate in Jasper County increased by 20.0% between 2019 and 2023 and increased 5.3% in 2023. Growth is occurring in Jasper County and in Joplin, and has taken place within the Study Area since 2011, but much of the Study Area remains vacant and in need of reinvestment.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacant land in the Study Area is excessive. While one parcel is utilized as stormwater mitigation, other vacant land that could be developed is excessive and has a negative impact on the remainder of the Study Area. That vacant land includes the International Paper Company, whose soil management plan adds considerable cost to development, particularly since a fair share of the property is in a floodway. The lack of development on these parcels, when growth is taking place within the adjacent S. Range Line Road corridor, is an indication that blight exists.

- The older improved properties located in the Study Area, due to physical condition, utilization, and age, as evaluated by the Jasper County Assessor, when compared to comparable properties indicate assessed values of the improvements are generating reduced tax revenue to the various taxing jurisdictions and are an indicator of blight. The restaurant on S. Range Line Road has been vacant for about two years and is generating much less in tax revenue than when it was operating. One other parcel, used to mitigate stormwater drainage, is owned by the city and does not generate any tax revenues for the taxing jurisdictions.

The presence of unsafe conditions, particularly those that endanger life, is a social liability. That includes the contaminated International Paper Company property, the properties impacted by the flood zone, as well as those parcels that violate the city's property nuisance code, which are evident primarily along S. Geneva Avenue and S. Davis Boulevard.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area and the existence of environmental liabilities and a floodway. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements and little action with respect to the contaminated vacant land, resulting in the potential for underperformance with respect to sales tax income and property assessments. For the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and the lack of development – in a high-traffic location on S. Range Line Road – indicates the Study Area is blighted.

Effect Component 3: Constitutes a Menace to the Public Health, Safety, Morals or Welfare
The environmental liabilities and the flood zone are a menace to public health and safety, as are those properties that violate Joplin's nuisance code.

Together, those properties make up most of the Study Area, and as a result the Study Area is a menace to the public health and safety of the community.

Conclusion
A predominance of the components that make up the definition of blight per the CID Act (RSMo. 99.805(1)) was present in the proposed Joplin Sports Facility Community Improvement District.

The dominant blighting factor is the unsafe conditions caused by environmental liabilities and the impacts of the flood zone, in addition to physical deterioration of site improvements throughout the Study Area. The low assessed values caused by the presence of environmental contamination and the low assessed values of those properties in the remainder of the Study Area due to the deterioration of improvements, and the underutilization of those properties, indicate blight is present within the proposed Joplin Sports Facility Community Improvement District. The deterioration of site improvements and the presence of unsafe/insanitary conditions violates the city's nuisance code, creating a social liability within the community.

The above combine to create economic underutilization and an inability to pay reasonable property taxes, hinder housing accommodations, and endanger life, thereby creating an economic and social liability for the City and other taxing jurisdictions, and constitutes a menace to the public health and safety of the community.

Therefore, the Consultant has determined that the proposed Joplin Sports Facility Community Improvement District, as of September 11, 2024, is a "blighted area" according to the definition provided in the CID Act, and hinders housing accommodation, constitutes an economic liability, social liability, and is a menace to public health and safety of the community in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	BLACKHOOKS INVESTMENTS	CAMPBELL'S 1ST LOT 93 EX HWY & ALL LOTS 94 & 95
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 170.5' W & 50' N SE COR SE N 89 DEG W 73.15' S 88 DEG W 116.47' N 02 DEG E 349.14' S 87 DEG E 296.25' S 01 DEG W 106.85' S 10 DEG W 136.48' S 44 DEG W 130.72' TO POB
3	2918 E 20TH ST	19-6.0-13-010-001-002.000	2918 E 20TH STREET	GOOD DAY FARM-JOPLIN LOT 1 BEING A REPLAT PRT LOT 1 KINDREDS SUB
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	FUGATE J LARRY TR	KINDREDS SUB S 175' LOT 1 EX HWY
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	SOUTHWEST MISSOURI DEV ENTERPRISES	JOP MISC COM NE COR SE NE S 402.46' & S 88 DEG W 59.76' TH S 150.08' S 88 DEG W 317.69' N 150.08' E TO POB
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	SOUTHWEST MISSOURI DEV ENTERPRISES	RANGE LINE SUB REPLAT 1 LOT 1 & N 65' LOT 4
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000	LIBERTY BANK	RANGE LINE SUB REPLAT 1 LOT 2
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	2340 REAL PROPERTY	RANGE LINE SUB REPLAT 1 LOT 4 EX N 65' THEREOF
9	JOP	19-6.0-13-010-014-002.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 30' E & 66.67' N SW COR SE NE E 350.49' N 271.86' E 141.3' TO S R/W 24TH ST S 56 DEG E 30.33' CURV TO LFT CH DIST 205.48' W/BEARING OF S 73 DEG E E ALG S R/W LN
10	2600 RANGELINE	19-6.0-13-040-001-001.000	BROADMOOR AT CHELSEA CO	JOP MISC BEG 739.5' N & 70' W SE COR NE SE N 02 DEG E 105.17' N 464.62' W TO C/L TEXAS AVE S 571.35' E 1153.83' N 1.5' E 20' S 1.5' E 69.7' TO POB EX TEXAS AVE
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	HERRMAN REALTY CO	HATTENS 2ND LOTS 31 TO 35 INC & E 25' LOTS 36 TO 39 INC & LOTS 43 TO 47 INC & VAC ALLEYS & ST ADJ
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	MARKET PARKING INC	JOP MISC BEG 260' S & 215' E NW COR SW S 150' W 150' S 105' E 200' S 175' E 40' N 20.91' E 614.18' S 79 DEG E 54.76' E 99.9 1' N 100' W 103.95' N 31
13	3105 E 17TH ST	20-3.0-07-030-004-025.000	R & A HOLDINGS	JOP MISC BEG 327.25' E & 833.21' N SW SEC COR N 280.75' E 326 .98' S 281.79' W 327.65' TO POB EX ST R/W
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	WARREN DAVIS PROPERTIES % WILLIAM P HARRINGTON	JOP MISC BEG 469.15' N & 60.51' E SW COR SEC N 260.04' N 47 DEG E 71.78' S 87 DEG E 515.45' E 372.57' S 310.74' W 246.73' S 436.69' W 30' N 293.17' W 484.86' S 278.18' S 64 D
15	S RANGE LINE RD	20-3.0-07-030-004-030.005	SOONER TWO	JOP MISC BEG 75.26' E SW SEC COR N 28.50' NWLY 7.37' N 132.95' E 200' S 143.18' W 12' S 30' W 195' TO POB & PT LYING N OF NEW 20TH ST & EX ROAD R/WS
16	3205 E 20TH	20-3.0-07-030-004-031.000	ALDI INC % RYAN TAX COMPLIANCE SERVICES	JOP MISC BEG 45'N & 506.64' E SW SEC COR N 223.18' E 199' 238.23' W 155' N 72 DEG W 50' TO POB
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	WAL MART REAL ESTATE BUSINESS TR	JOP MISC BEG 1784.68' E & 30' N SW SEC COR W 432.01' N 436.67' W 348' N 366.57' W 126.87' N 280.75' E 310.2' N 648.58' E 590.5' S 201.7' W 5' S 727.9' W 10' S TO POB EX ST
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	FLETCHER REALTY	JOP MISC BEG 186.75' W NE COR NW TH S 680' W 448.41' N 680' E TO BEG EX N 30' & EX E 30'
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	KAP PROPERTY INVESTMENTS	JOP MISC BEG 635.16' W & 30' S NE COR NW S 570' W 443.29' NWLY 205.6' N 425' E TO POB EX COM NE CPR NW 1/4 S 89 DEG W 635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002	CONTINENCE RESTORATION CENTER	JOP MISC BEG 2858.38' W & 680' S NE COR S 770' W 225.3' N 750' W 181.41' N 20' +/- E 414.19' TO POB EX COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	FLETCHER REALTY	635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01' N 455.23' TO N LN NW 1/4 N 89 DEG
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	HUKILL DUANE D & HOLLY L TR	JOP MISC COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W 227.79' N 540.76' S 88 DEG E 231.37 TO POB
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	INTERNATIONAL PAPER COMPANY	500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	HD DEVELOPMENT OF MARYLAND INC	HOME DEPOT LOT 1 EX ST
25	S GENEVA AVE	20-4.0-18-000-000-014.004	RANGELINE INVESTORS	HOME DEPOT LOT 2 EX COM SE COR LOT 2 E 179.43' TO POB N 135.39' W 4.29' N 31.24' E 8.89' N 31.91' W 4.10' N 65.30' E 2.18' N 64.44' E 217.48'
26	E 25TH ST	20-4.0-18-000-000-014.006	JOPLIN CITY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	MAJZOUB FAMILY PARTNERSHIP	JOP MISC BEG 352' S & 70.85' E OF NW COR SEC N 5.59' N 23 DEG E 113.64' E 105.04' N 12.65' E 36.73' N 74 DEG E 127.53 S 67 DEG E 21.58' S 149.09' W 329.15' TO POB EX RD
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	RALCO ENTERPRISES INC	JOP MISC BEG 65' E & 352' S NW COR SEC TH E 335' S 200' W 335' N 200' TO BEG EX HWY R/W
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003	SOONER TWO	JOP MISC ALL THAT PART OF N 100' W 275' NW NW LYING E OF RANGELINE & LYING N OF NEW 20TH ST EX RD R/W

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	CFA-NC TOWNRIDGE SQUARE	JOP MISC BEG 953' S OF N SEC LINE & 400' E OF W SEC LINE W 360' S 242' E 360' N TO BEG EX HWY
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000	FLETCHER REALTY	JOP MISC BEG 1195' S & 40' E NW COR SEC E 360' S 518' W 360' N TO BEG EX HWY
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000	FLETCHER REALTY	JOP MISC BEG 1896' S & 40' E NW COR SEC S 348.34' E 99.40' N 10' E 302.47' N 155' NW 114.87' N 86.99' W 339.39' TO POB
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001	4 STATE CORRAL	JOP MISC BEG 2061.08' S & 60' E NW COR SEC E 75.1' N 10' E 287.8' S 260.13' W 362.9' N 250.25' TO BEG
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	PINNACLE BANK	JOP MISC BEG 2311.25' S & 60' E NW COR E 420' S 23.16' W 118.28' S 144' N 72 DEG W 18.72' S 18' TO N R/W 24TH ST W ALG SD N R/W TO E R/W RANGELINE RD N ALG SD E R/W TO POB
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	ACME LAND COMPANY	JOP MISC BEG 2716.25' S & 60' E NW COR NW E 392.2' S 201.10 W 116.72' N 63' W 277.25' N TO POB EX HWY
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	ACME LAND COMPANY	JOP MISC BEG 50' E & S 212' FR NW COR SW 1/4 SEC 18 E 280.55' S 62.66' W 280.53' N TO POB
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	BURKAT	JOP MISC BEG 373.3' & 62.35' E W 1/4 COR SEC SD PT BEING ON R/W RANGELINE RD E 210' S 125.70' E 91' S 23.5' E 96.26' S 110.53' W 326.95' N 83 DEG W 63.86' N 03 DEG W 100.15' N
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	SUTHERLAND BUILDING MATERIAL INC	JOP MISC BEG 634' S & 65' E NW COR SW E 630' S 200' E 247.4' S 88.3' TO RR SWLY ALG RR TO HWY ANGLE NWLY TO BEG
39	3877 E 27TH ST	20-4.0-18-000-000-079.004	JASPER PRODUCTS	JOP MISC BEG 3268.44' & 897.55' W OF SE SEC CORR S 1615' W 947.49' N 60.24' N 64 DEG E 73.21' CURV LFT W/454.41' RAD 506.52' E 616.97' N 60' W 654.69' N 1054.65' E TO POB

Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	2019	2020	2021	2022	2023	2024	Taxes 2023	Taxes Delinquent	NOTES
1	19-1.0-12-040-009-001.000	147,970	147,970	148,280	148,280	150,910	158,620	8,467.99	0.00	
2	19-1.0-12-040-019-010.001	422,380	422,380	423,980	423,980	430,950	430,950	24,281.44	0.00	
3	19-6.0-13-010-001-002.000	130,510	130,510	130,760	130,760	134,740	79,310	7,591.79	0.00	
4	19-6.0-13-010-001-018.000	198,500	198,500	210,450	210,450	210,450	210,450	13,441.77	0.00	
5	19-6.0-13-010-013-009.000	378,690	378,690	395,120	395,120	398,820	398,820	22,471.11	0.00	
6	19-6.0-13-010-013-014.000	234,090	234,090	253,550	253,550	254,770	254,770	14,354.75	0.00	
7	19-6.0-13-010-013-015.000	356,060	356,060	371,370	371,370	375,560	375,560	21,160.56	0.00	
8	19-6.0-13-010-013-018.000	814,700	814,700	816,780	816,780	852,330	852,330	48,023.70	0.00	
9	19-6.0-13-010-014-002.000	90,660	90,660	91,460	91,460	89,340	89,340	5,033.75	0.00	
10	19-6.0-13-040-001-001.000	1,374,370	1,374,370	1,379,940	1,379,940	1,433,460	1,433,460	80,766.86	0.00	
11	20-3.0-07-020-026-007.000	230,220	230,220	231,890	231,890	237,740	237,740	13,395.22	0.00	
12	20-3.0-07-030-004-017.000	855,450	855,450	858,550	858,550	855,340	855,340	48,193.26	0.00	
13	20-3.0-07-030-004-025.000	452,830	452,830	457,700	457,700	464,770	464,770	26,186.99	0.00	
14	20-3.0-07-030-004-028.000	1,181,220	1,181,220	1,186,720	1,186,720	1,222,480	1,222,480	68,879.43	0.00	
15	20-3.0-07-030-004-030.005	24,800	24,800	25,150	25,150	24,540	24,540	1,382.69	0.00	
16	20-3.0-07-030-004-031.000	332,180	332,180	334,900	334,900	342,990	342,990	19,325.43	0.00	
17	20-3.0-07-030-004-034.000	2,063,010	2,063,010	2,074,750	2,054,160	2,113,810	2,113,810	119,100.52	0.00	
18	20-4.0-18-000-000-012.000	211,520	211,520	211,520	211,520	211,520	211,520	11,917.87	0.00	
19	20-4.0-18-000-000-013.000	132,930	132,930	136,260	136,260	140,520	140,520	9,159.01	0.00	
20	20-4.0-18-000-000-013.002	181,090	181,090	181,350	181,350	197,400	197,400	11,122.30	0.00	
21	20-4.0-18-000-000-013.003	213,440	842,150	855,680	855,680	896,840	896,840	50,531.55	0.00	
22	20-4.0-18-000-000-013.004	29,060	29,060	29,060	29,060	29,060	29,060	1,637.37	0.00	
23	20-4.0-18-000-000-014.000	157,410	157,410	162,560	162,560	147,400	147,400	8,305.10	0.00	
24	20-4.0-18-000-000-014.003	1,031,220	1,031,220	1,038,480	1,038,480	1,061,170	1,061,170	59,790.55	0.00	
25	20-4.0-18-000-000-014.004	95,750	95,750	96,420	96,420	95,680	95,680	5,390.99	0.00	
26	20-4.0-18-000-000-014.006	48,614	48,614	48,614	48,614	48,614	48,614	0.00	0.00	
27	20-4.0-18-000-000-017.000	154,660	154,660	168,570	168,570	167,990	167,990	9,465.23	0.00	
28	20-4.0-18-000-000-017.001	504,840	504,840	528,550	528,550	540,940	540,940	30,478.71	0.00	
29	20-4.0-18-000-000-017.003	231,660	231,660	228,530	228,530	227,550	227,550	12,821.08	0.00	
30	20-4.0-18-000-000-021.000	438,550	438,550	467,090	467,090	473,020	473,020	26,651.83	0.00	
31	20-4.0-18-000-000-022.000	973,170	973,170	1,381,170	1,381,170	1,405,530	1,405,530	79,193.18	0.00	
32	20-4.0-18-000-000-026.000	842,600	842,600	959,780	959,780	983,090	983,090	55,391.22	0.00	
33	20-4.0-18-000-000-027.001	535,110	535,110	568,440	568,440	573,330	573,330	32,303.70	0.00	
34	20-4.0-18-000-000-028.000	273,040	273,040	283,360	283,360	288,970	288,970	16,281.72	0.00	
35	20-4.0-18-000-000-031.000	262,940	262,940	284,640	284,640	283,550	283,550	15,976.34	0.00	
36	20-4.0-18-000-000-031.001	69,440	69,440	74,300	74,300	74,300	74,300	4,186.35	0.00	
37	20-4.0-18-000-000-034.000	559,050	559,050	547,680	547,680	553,650	553,650	31,194.86	0.00	
38	20-4.0-18-000-000-037.000	544,150	544,150	625,830	625,830	642,090	642,090	36,177.93	0.00	
39	20-4.0-18-000-000-079.004	2,103,890	2,103,890	2,108,400	2,108,400	2,129,790	2,889,410	120,000.89	0.00	
	TOTALS	18,881,774	19,510,484	20,377,634	20,357,044	20,765,004	21,476,904	1,170,035.04	0.00	
	Annual % Change		3.33%	4.44%	-0.10%	2.00%	3.43%			
	Cumulative % Change		3.33%	7.92%	7.81%	9.97%	13.74%			

NOTE
As noted on the Jasper County Assessor's website hosted by Beacon, "The 2024 Appraised and Assessed values have not been certified and are subject to change."

Appendix C

Summary of Properties & Blighting Factors Present

Joplin Sports Facility
Community Improvement District
Blight Study

Appendix C
Summary of Properties and Blighting Factors Present

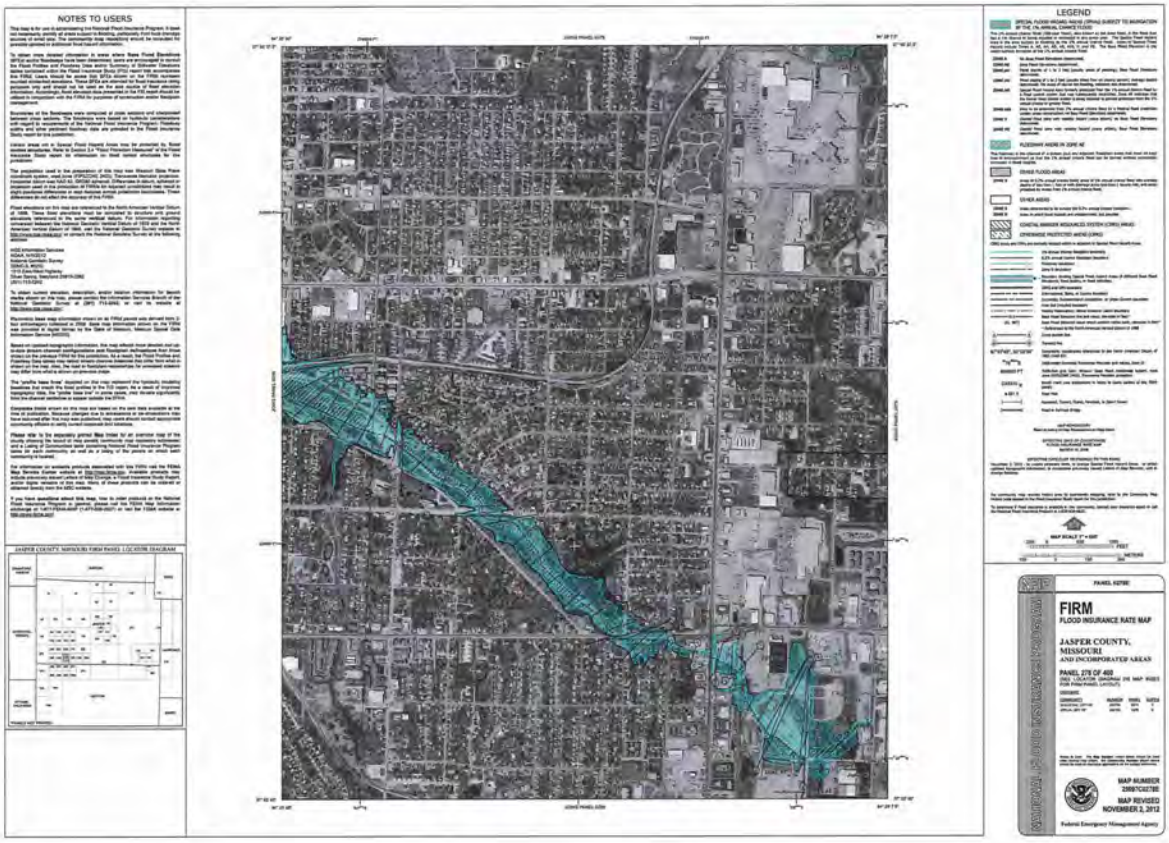
No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	■	■		2	0.49	
2	1930 S RANGE LINE RD	19-1.0-12-040-019-010.001		■		1	2.16	
3	2918 E 20TH ST	19-6.0-13-010-001-002.000				0	0.77	
4	2014 S RANGE LINE RD	19-6.0-13-010-001-018.000	■		■	2	1.03	
5	2330 S RANGE LINE	19-6.0-13-010-013-009.000	■	■		2	1.09	
6	2330 S RANGE LINE RD	19-6.0-13-010-013-014.000	■	■		2	1.25	
7	2350 S RANGE LINE RD	19-6.0-13-010-013-015.000		■		1	1.05	
8	2430 S RANGE LINE RD	19-6.0-13-010-013-018.000	■			1	1.20	
9	JOP	19-6.0-13-010-014-002.000		■		1	4.25	
10	2600 RANGELINE	19-6.0-13-040-001-001.000		■		1	15.25	■
11	3012 E 12TH ST	20-3.0-07-020-026-007.000	■	■		2	4.63	■
12	1315-1321 S RANGELINE	20-3.0-07-030-004-017.000	■	■		2	7.48	■
13	3105 E 17TH ST	20-3.0-07-030-004-025.000		■		1	2.13	
14	1717 S RANGE LINE RD	20-3.0-07-030-004-028.000	■	■		2	8.54	
15	S RANGE LINE RD	20-3.0-07-030-004-030.005		■		1	0.14	
16	3205 E 20TH	20-3.0-07-030-004-031.000	■	■		2	1.03	
17	1501 S RANGE LINE RD	20-3.0-07-030-004-034.000	■	■		2	24.61	
18	3534 E 20TH ST	20-4.0-18-000-000-012.000	■			1	6.22	■
19	2120 DAVIS ST	20-4.0-18-000-000-013.000	■	■		2	2.80	■
20	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002		■		1	1.29	
21	3430-3432 E 20TH ST	20-4.0-18-000-000-013.003	■	■		2	6.34	
22	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	■		■	2	2.79	■
23	BEHIND HOME DEPOT-RANGELINE	20-4.0-18-000-000-014.000	■	■	■	3	93.48	■
24	3110 E 20TH ST	20-4.0-18-000-000-014.003	■	■	■	3	11.24	
25	S GENEVA AVE	20-4.0-18-000-000-014.004	■	■	■	3	1.34	■
26	E 25TH ST	20-4.0-18-000-000-014.006	■		■	2	6.21	■
27	S RANGE LINE RD	20-4.0-18-000-000-017.000	■	■	■	3	0.92	■
28	2021 S RANGE LINE RD	20-4.0-18-000-000-017.001	■	■	■	3	1.54	■
29	NO ADDRESS ASSIGNED	20-4.0-18-000-000-017.003				0	0.33	
30	2127 S RANGE LINE RD	20-4.0-18-000-000-021.000	■		■	2	1.87	
31	2209 S RANGE LINE RD	20-4.0-18-000-000-022.000				0	4.04	
32	2407 S RANGE LINE RD	20-4.0-18-000-000-026.000		■		1	2.71	
33	2415 S RANGE LINE RD	20-4.0-18-000-000-027.001		■		1	2.07	
34	2433 S RANGE LINE RD	20-4.0-18-000-000-028.000	■	■		2	1.07	
35	2601 S RANGE LINE RD	20-4.0-18-000-000-031.000	■	■		2	1.29	■
36	S RANGE LINE RD	20-4.0-18-000-000-031.001	■	■		2	0.40	■
37	2705 S RANGE LINE RD	20-4.0-18-000-000-034.000	■	■		2	1.76	
38	2803 S RANGE LINE RD	20-4.0-18-000-000-037.000	■	■		2	9.22	■
39	3877 E 27TH ST	20-4.0-18-000-000-079.004		■		1	24.88	
	TOTALS		**26**	**30**	**9**	**65**	**260.91**	**14**
	Acreage of Parcels Exhibiting Condition		**199.84**	**236.45**	**120.42**			**153.57**
	Percentage of Study Area Exhibiting Condition		**76.6%**	**90.6%**	**46.2%**			**58.9%**

Sterrett Urban, LLC

Appendix D

Supplemental Information

FIRM Map No. 29097C0278E, effective 11/02/2012


NOTES TO USERS
LEGEND
FIRM
FLOOD INSURANCE RATE MAP
JASPER COUNTY, MISSOURI
AND INCORPORATED AREAS
PANEL 278 OF 400
MAP NUMBER
29097C0278D
MAP REVISED
NOVEMBER 2, 2012
Federal Emergency Management Agency

Appendix E

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. I made a personal inspection of the property that is the subject of this report on August 26, 2024 and on September 11, 2024.
7. This study is not based on a requested result or a specific conclusion.
8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analyses and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Select Professional Experience

Sterrett Urban LLC 2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study - Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)
General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 - 2006
Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:
- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

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EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Sales Tax Reporting Form

E-1. CID Five-Year Budget (from the Petition)

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F. Legal Description and Map – Property to be Annexed

G. Legal Description and Map – Sports Complex Property

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2025, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT, a Missouri political subdivision (the "District") and PROSPECT VILLAGE, LLC, a Nebraska limited liability company (the "Developer") (the City, District, and Developer are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, on December 18, 2024, the Petition for the Creation of the Joplin Sports Facility Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on January 21, 2025, the City Council held a public hearing to hear and consider information regarding the proposed District; and

WHEREAS, on_____, the City Council adopted Ordinance No. _____, pursuant to which the City approved the Petition to establish the District, which includes the property described on **Exhibit A** attached hereto and incorporated herein by reference (the "District Area"), found the area described in the Petition to be a blighted area, and established the District for the purposes set forth in the Petition; and

WHEREAS, the Petition requested authority for the District to impose a CID Sales Tax at a rate of up to one percent (1%) to fund the CID Project and Operating Costs; and

WHEREAS, on _____, 2025, the City Council adopted Ordinance No. _____, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected the Developer to implement the projects in the TIF Plan pursuant to the terms of a separate redevelopment agreement ("TIF Contract"), as may be amended from time to time, with the Developer for the implementation of the Redevelopment Projects as described in the TIF Plan; and

WHEREAS, the Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri (the "IDA"), with the approval of the City, will issue Obligations and that the proceeds of the Obligations will be used to fund CID Reimbursable Project Costs; and

WHEREAS, the City and the District anticipate that all of the CID Sales Tax Revenue will be available to pay debt service on the Obligations, Operating Costs, and CID Reimbursable Project Costs in accordance with this Agreement including any portion of the CID Sales Tax generated in the CID boundaries that is captured as economic activity taxes by the TIF Plan; and

WHEREAS, the District has agreed to, subject to annual appropriation, transfer, or direct the transfer, to the Trustee, CID Sales Tax Revenue (except funds reserved to pay Operating Costs and CID Reimbursable Project Costs) to pay debt-service on the Obligations in accordance with the Financing Documents as defined herein; and

WHEREAS, the Parties agree and acknowledge that the approved TIF Plan is, in part, to reimburse the Developer for the remediation of environmental issues within the CID boundaries; and

WHEREAS, the Parties agree and acknowledge that without the work referenced above, the construction of the CID Project, specifically the construction of the Sports Complex, is not feasible; and

WHEREAS, the Parties desire to set forth through this Agreement their respective duties and obligations with respect to the administration, enforcement, and operation of the CID Sales Tax and the funding of the CID Project and related Financing Costs, and Operating Costs therefrom.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS, AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants, and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions.

In addition to words and terms defined elsewhere in this Agreement, the following words and terms shall have the meanings ascribed to them in this Section unless the context in which such words and terms are used clearly requires otherwise:

"Affiliate" means any person, entity or group of persons or entities which controls a Party, which a Party controls or which is under common control with a Party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

“Annexed Property” means the property legally described and shown on the map attached as **Exhibit F** anticipated to be added to the District Area in accordance with the CID Act to facilitate the CID Project.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement, or decision of or agreement with or by any unit of government.

“Board of Directors” means the governing body of the District.

"CID Act" means the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended.

“CID Operating Account” means the account as further described in **Section 3.3.B.** to be created by the Trustee for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the acquisition of the Sports Complex Property, the construction and maintenance of the Sports Complex, and such other improvements or services within the District Area as described in the Petition (as it may be amended from time to time) and as permitted under the CID Act.

“CID Bond Project Costs” means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely with the proceeds from the Obligations, and which include all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District, the acquisition of the property, and construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, interest costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition and disposal of property, construction, improvement, maintenance, and financing of the CID Bond Project Costs and which may lawfully be paid or incurred under the CID Act.

"CID Reimbursable Project Costs" means, except for CID Bond Project Costs paid or to be paid with proceeds from the Obligations, all actual and reasonable costs and expenses which are incurred by or at the direction of the District, the City or the Developer with respect to creation of the District and construction of the CID Project (including Operating Costs of the District), including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen for the CID Project that is constructed, maintained, or undertaken by the District, the City or Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Project, including but not limited to the following:

(1) actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors, title companies, and engineers for estimates, surveys, soil borings, and soil tests and other preliminary investigations and items necessary to the acquisition of land and the commencement of construction, Financing Costs, preparation of plans, drawings, and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the creation of the District and

implementation and construction of the CID Project and all actual and reasonable costs for the oversight of the completion and maintenance of the CID Project; and

(2) all other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition or disposal of property, construction, improvement, maintenance, and financing of the CID Project and which may lawfully be paid or incurred under the CID Act.

"CID Revenue Account" means the master trust fund established by the District to be known as the "The Joplin Sports Facility Community Improvement District Sales Tax Fund" into which CID Sales Tax Revenue shall be deposited, and from which the District shall transfer pledged CID Sales Tax Revenue to the Trustee and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement.

"CID Sales Tax" means a sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant and subject to the CID Act in the amount not to exceed one percent (1%).

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of a CID Sales Tax, but shall not include (a) the amount, if any, retained by the Missouri Department of Revenue for the cost of collecting such tax, (b) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, (c) any sum received by the District which is the subject of a suit or other claim communicated to the District which suit or claim challenges the collection of such sum, and (d) any amount captured as an economic activity tax under the TIF Plan.

"City Council" means the governing body of the City.

"Construction Management Agreement" means the separate Construction Management Agreement between the Developer, the District, and/or the City pursuant to which the Developer shall construct the Sports Complex.

"District Area" means the real property within the boundaries of the District as legally described and shown on the attached **Exhibit A**.

"DOR" or "Department of Revenue" means the Missouri Department of Revenue.

"Event of Default" means any event specified in **Section 6.1** of this Agreement.

"Excusable Delays" means delays due to acts of terrorism, acts of war or civil insurrection, pandemics, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner.

"Financing Agreement" means a Financing Agreement between the IDA and the District to be executed by the parties prior to the issuance of Obligations.

“Financing Documents” means a trust indenture, the Financing Agreement, or similar instruments by which the District agrees to transfer or pledge the CID Sales Tax Revenue to pay debt service on Obligations, subject to annual appropriation, issued to fund the CID Project.

"Financing Costs" means those costs incurred as a result of private loans, notes, or other financing obtained by the Developer, subject to the restrictions in this Agreement to pay any portion attributable to CID Reimbursable Project Costs incurred or estimated to be incurred, including but not limited to loan fees, capitalized interest, legal fees, interest and other costs related to such financing.

“IDA” means the Industrial Development Authority of the City of Joplin, Missouri.

“Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the IDA (or other eligible issuer) to pay all or any portion of the CID Reimbursable Project Costs incurred or estimated to be incurred, to pay for interest costs, to establish reserves to refund or secure such Obligations, to finance the interest costs associated with such Obligations or to refund, redeem or defease outstanding Obligations. Only those CID Reimbursable Project Costs described in **Exhibit E-2** shall be paid with proceeds from the Obligations and such costs shall be paid in the manner set forth in the Financing Documents. To the extent of any discrepancy in the manner of payment of such CID Reimbursable Project Costs between this Agreement and the Financing Documents, the Financing Documents shall control.

"Operating Costs" means an amount not to exceed the actual, reasonable expenses that are necessary or desirable for the operation of the District and maintenance of the CID Project that shall include, but is not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of legal counsel, landscaping and maintenance services, accounting, financial auditing services, insurance, administration of the CID Sales Tax, enforcement and collection of the CID Sales Tax, and other consultants or services, as described in **Exhibit E-1** attached hereto, which is also attached to the Petition as Exhibit D - Five-Year Plan. The Operating Costs will be adjusted for each fiscal year in the District’s annual budget.

“Ordinance” means an ordinance enacted by the City Council.

“Purchase and Sale Agreement” means the separate Purchase and Sale Agreement between the Developer, the District, and the City pursuant to which the Developer shall sell and the District or City shall purchase the Sports Complex Property. The District’s sole source of funds to acquire the Sports Complex Property will be proceeds from the issuance of Obligations.

“Sports Complex” means the approximately 135,000 square foot multi-sport facility to be constructed by the Developer pursuant to this Agreement, the Construction Management Agreement, and the TIF Contract.

“Sports Complex Property” means the property described in **Exhibit G**.

“Sports Complex Property Acquisition” means the acquisition of the Sports Complex Property described in **Exhibit G** which includes the property located at 2120 Davis Blvd within the District Area to facilitate the construction of the Sports Complex. At the time that the Developer commences the CID Project, the Developer will be the owner of the Sports Complex Property.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et. seq., RSMo, as amended.

"TIF Contract" means the Tax Increment Financing Contract between the Developer and the City pertaining to the TIF Plan, and to be executed contemporaneously with the execution of this Agreement.

"TIF Plan" means the Prospect Village Tax Increment Financing Redevelopment Plan approved by the City pursuant to the TIF Act, as may be amended from time to time.

"Trustee" means the banking institution named as trustee under the trust indenture and related documents for the Obligations issued to fund the CID Project.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District 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 District is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the District or any of its property, 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 District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. The District acknowledges that the funding and construction of the CID Project is of significant value to the District, the property within the District Area, and the general public. The District finds and determines that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID

Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2. Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the City Manager has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, 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, agreement, or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule, or regulation of any court or governmental body applicable to the City or any of its property, 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 City under the terms of any instrument or agreement to which the City is a party.

D. 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.

E. In accordance with the CID Act, the governing body of the City has determined that the expenditure of the District's revenues pursuant to this Agreement and that the actions to be taken by the Parties pursuant to this Agreement are reasonably anticipated to remediate the blighting conditions within the District Area and will serve a public purpose by remediating the blighting conditions and by promoting economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the City acknowledges that the CID Project conforms to the purposes of the CID Act.

Section 2.3. Representations by Developer.

Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or threatened against the Developer or the CID Project which would affect or otherwise impede Developer's ability to perform its obligations under this Agreement. In addition, no litigation, proceedings, or investigations are pending or threatened against the Developer seeking to restrain, enjoin, or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity, or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations, and requirements of every duly constituted governmental authority, commission, and court having jurisdiction over the CID Project. By entering into this Agreement, the Developer certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel; companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. The Developer understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

E. The Developer acknowledges that the funding and construction of the CID Project is of significant value to the property within the District Area and the general public. The Developer acknowledges that the CID Project is reasonably anticipated to assist in the remediation of blighting conditions within the District Area and will serve a public purpose by assisting in the remediation of blighting conditions and by the promotion of the economic welfare and development of the City of Joplin and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary public infrastructure for the redevelopment of the District Area and other surrounding development. Further, the Developer acknowledges that the CID Project conforms to the purposes of the CID Act.

ARTICLE 3: COLLECTION OF FUNDS

Section 3.1. Imposition of the CID Sales Tax.

The Board of Directors within thirty (30) days after the effective date of this Agreement, shall adopt a resolution that imposes the CID Sales Tax within the District's boundaries, subject to qualified voter approval. Subject to the approval of the qualified voters within the District approving the CID Sales Tax, the District shall use CID Sales Tax Revenue so deposited to make those payments set forth in **Section 3.5**, in the order of priority set forth in **Section 3.5**. All CID Sales Tax Revenue disbursements shall be subject to annual appropriation of the District. The District anticipates that Obligations will be issued to pay CID Bond Project Costs including reimbursement of Developer for CID Reimbursable Project Costs. Whether or not Obligations

are issued, the District may reimburse the Developer for approved CID Reimbursable Project Costs not otherwise reimbursed with Obligation proceeds on a pay as you go basis. Except for CID Bond Project Costs paid solely from Obligation proceeds, the District shall not have any obligation to reimburse Developer for CID Reimbursable Project Costs under this Agreement until the Reimbursement Certificate has been approved (as described in **Section 4.4**) and until sufficient CID Sales Tax Revenue has been collected and is available for payment to Developer.

Section 3.2. Administration and Collection of the CID Sales Tax.

A. The DOR. The CID Sales Tax will be collected by the DOR as provided in the CID Act and deposited into the CID Revenue Account by the DOR.

B. The District. The District shall perform or provide for the performance of all functions incident to the administration, enforcement, and operation of the CID Sales Tax, to the extent not performed by DOR, pursuant to the CID Act, and subject to this Agreement. If collected by DOR, the District shall receive the CID Sales Tax Revenues from DOR, which shall be used in accordance with this Agreement.

Before the CID Sales Tax is collected, the District shall accomplish the following: (i) enter into any contract required by DOR for the collection of the CID Sales Tax and deposit thereof into the CID Revenue Account in accordance with the CID Act and (ii) prescribe any required forms and administrative rules and regulations for reporting the CID Sales Tax. The Parties anticipate that retail businesses within the District Area will collect and report the CID Sales Tax to DOR in substantially the manner and form as set forth in **Exhibit D** attached hereto and incorporated herein by reference. The District shall deposit all proceeds of the CID Sales Tax that may lawfully be collected by the District into the CID Revenue Account.

The District shall keep accurate records of the amount of CID Sales Tax Revenue on deposit in the CID Revenue Account and such records shall be open to the inspection of the City at reasonable times and upon written request. In the event that any records pertaining to the CID Sales Tax are governed by Section 32.057 of the Revised Statutes of Missouri, as amended, the District shall provide such records in the District's possession to the City upon receipt of a written request that conforms to Section 32.057.2(1)(e) of the Revised Statutes of Missouri, as amended, and only to the extent necessary to assist in collection of the CID Sales Tax.

The District shall report all violations that come to its attention of the Sales Tax Law, Sections 144.010 to 144.525 of the Revised Statutes of Missouri, as amended, to the DOR for enforcement to the extent that such violations result in the District's inability to collect the CID Sales Tax in a timely manner as provided for in the Sales Tax Law. All amounts in the CID Revenue Account shall be expended solely in accordance with this Agreement and the Financing Documents. Upon the expiration of the CID Sales Tax, all funds remaining in the CID Revenue Account shall continue to be used solely in accordance with this Agreement and the Financing Documents.

C. The City. Upon receipt of an application for a business license for a new business within the District Area, the Finance Director of the City (or designee) shall provide written notice to the District of the same and the notice shall specify the name of the new business, the address of the new business, and the state sales tax identification number of the new business (if then available or later at such time it is available).

Section 3.3. District Operating Costs.

A. The Operating Costs of the District shall be paid from CID Sales Tax Revenue in accordance with **Section 3.5** of this Agreement. The Operating Costs shall be included in the District's annual budget, as provided in **Section 5.5.** The Operating Costs may be paid from funds available in the CID Operating Account.

B. The CID Operating Account will be initially funded in the amount of $30,000 with proceeds from the Obligations issued by the IDA (or other eligible issuer) for the payment of Operating Costs and CID Reimbursable Project Costs. In each fiscal year that the balance in the CID Operating Account is less than $30,000, the District may replenish the CID Operating Account up to $30,000 with available CID Sales Tax Revenue. If the District incurs extraordinary Operating Costs in excess of $30,000 in any fiscal year, the District may use available CID Sales Tax Revenue to pay for such extraordinary Operating Costs provided that the City and the Trustee first approve of the payment in writing.

C. In the event that there are insufficient funds generated by CID Sales Tax Revenue in any fiscal year to cover the Operating Costs incurred with respect to such fiscal year, such costs shall be paid by the Developer, who may seek reimbursement of same as a CID Reimbursable Project Cost in accordance with this Agreement.

Section 3.4. Enforcement of the CID Sales Tax.

Except to the extent otherwise provided in the CID Act, the District shall be responsible to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax. In the case that the City has determined that the District has failed to fulfill its obligation under this Section, the City is hereby authorized, to the extent permitted by law, to prosecute or defend all actions, lawsuits, or proceedings necessary for collection and enforcement of the CID Sales Tax in either its name or the name of the District. In such case, the District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit, or proceeding if the City shall so request.

Notwithstanding anything to the contrary in this Agreement, neither the City nor the District shall be required to undertake any enforcement action if the cost of such enforcement is reasonably expected to exceed the amount of revenues sought to be collected. Any costs incurred by any Party in an attempt to enforce and/or collect the CID Sales Tax pursuant to this Section shall be considered as an Operating Cost and distributed to such Party in accordance with **Section 3.5** of this Agreement.

Section 3.5. Distribution of the CID Sales Tax Revenue.

The District agrees to pay or reimburse the Developer for Reimbursable Project Costs on a pay as you go basis or by the issuance of Obligations, as provided herein, subject to the terms and conditions of the Financing Documents. Nothing in this Agreement shall obligate the District to issue, cause to be issued, or further endorse Obligations for any cost that is not a CID Reimbursable Project Cost. CID Reimbursable Project Costs will be certified and allocated as eligible for reimbursement and reimbursed through CID Sales Tax Revenue.

A. Obligations. In the event Obligations are issued, the District shall, pursuant to the Financing Documents, provide for transfer to the Trustee of the CID Sales Tax Revenue generated within the District, except for the funds reserved to pay for Operating Costs in the Operating Account. The payment of CID Bond Project Costs shall be approved in the manner set

forth in the Financing Documents, which will require that the City approve and certify each written request for disbursement (in the form attached as Exhibit B to the trust indenture as part of the Financing Documents) prior to the payment of CID Bond Project Costs.

B. Pay As You Go. In the event that Obligations are not issued, the CID Project may be funded on a pay as you go basis and the District shall not disburse any of the CID Sales Tax Revenues for CID Reimbursable Project Costs until the City has approved the Reimbursement Certificate, as defined in **Section 4.4**, and in accordance with the approved annual Budget. The District shall, subject to annual appropriation by the Board of Directors, make disbursements of the CID Sales Tax Revenues Fund on a monthly basis in the following order of priority:

1. Payment of approved Operating Costs of the District after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

2. Payment of the CID Reimbursable Project Costs and related Financing Costs with (i) CID Sales Tax Revenue generated in CID Revenue Area B, and (ii) if Obligations are not issued, CID Sales Tax Revenue generated in CID Revenue Area A, after the City has approved any required Reimbursement Certificate in accordance with **Section 4.4**, and to the extent CID Reimbursable Project Costs remain unpaid.

Section 3.6 Use of Captured CID Sales Tax Revenue

The Developer and City intend that certain Redevelopment Projects proposed under the TIF Plan will be activated after the District's imposition of the CID Sales Tax. Should any CID Sales Tax Revenue be captured under the TIF Plan or applicable Missouri law, the parties agree that the captured CID Sales Tax Revenue shall utilized for reimbursement of reimbursable project costs, as said term is used and defined in the TIF Plan and the TIF Contract to implement the TIF Plan associated with the CID Project and shown on the Petition and **Exhibits E-1 and E-2** or to pay the Obligations.

Section 3.7. Modification of the CID Sales Tax and Termination of the District.

Subject to limitations of the CID Act, upon (A) twenty-seven (27) years from the effective date of the Ordinance, or (B) for such shorter or longer period to coincide with the termination of the District in accordance with the CID Act at such time as (i) the CID Project has been completed, (ii) all CID Reimbursable Project Costs and related Financing Costs have been reimbursed, (iii) the Obligations issued by the IDA (or other eligible issuer) have been paid in full, and (iv) all costs included in **Exhibit E-2** attached hereto that are eligible to be paid or reimbursed with CID Sales Tax Revenue have been paid or reimbursed, the District shall implement the procedures in the CID Act to decrease or otherwise modify the CID Sales Tax to the amount necessary to fund eligible services within the District including, but not limited to, the ongoing maintenance of the Sports Complex. The District shall not implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land. The Developer owns or shall acquire the Sports Complex Property. The Developer shall sell the Sports Complex Property to the District or the

City and the District or City shall purchase the Sports Complex Property from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement. The District's and the City's sole source of funds to acquire the Sports Complex Property are the proceeds of the Obligations. The issuance of the Obligations is a condition precedent, among others, under the Purchase and Sale Agreement that must occur before the District becomes obligated to acquire the Sports Complex Property.

Section 4.2 Design and Construction of CID Project.

A. The District and City hereby acknowledge that the Developer plans to construct the CID Project in accordance with this Agreement and pursuant to the terms and conditions of the Construction Management Agreement. The City and District shall work in good-faith with the Developer to develop the plans, specifications, and ultimate design of the Sports Complex. The Developer and City agree that prior to the commencement of the construction of the CID Project or, specifically, the Sports Complex, the Developer and City shall jointly approve the plans, specifications and design of the Sports Complex. The CID Project shall be carried out subject to Applicable Laws and Requirements and this Agreement. The Developer shall comply with all Applicable Laws and Requirements including laws related to public bidding, the posting of bonds, prohibitions and requirements contained in Chapters 67, 208, 285, 290, 292, and 650, RSMo (as applicable) and the payment of prevailing wages to contractors or subcontractors of Developer for construction of the CID Project, if applicable. Developer shall indemnify and hold harmless the City and the District for any damage resulting to it from failure of either Developer or its contractor or subcontractors to pay prevailing wages pursuant to applicable laws.

B. If the Developer fails to complete the CID Project by the date(s) set forth in the TIF Contract, the City shall have the right to send a notice to Developer of such default and the requirement to cure the default within thirty (30) days, or if it is not practical to cure such default within thirty (30) days, such time period granted by the non-defaulting party.

C. If the Developer fails to cure such default, then the City may assume responsibility to complete the CID Project in accordance with this Agreement, provided that the City's sole source of funding shall be available proceeds from the issuance of the Obligations by the IDA.

D. The District has obtained or applied for a sales tax exemption letter from the Missouri Department of Revenue. To the extent permitted under the CID Act, Section 144.062, RSMo, as amended, and other Applicable Laws and Requirements the District, subject to receipt of a sales tax exemption letter from the Missouri Department of Revenue, will provide to the Developer a sales tax exemption certificate for the purchase of construction supplies and materials necessary for the construction of the CID Project. The Developer shall adhere to the procedures for implementing the District's sales tax exemption certificate as provided in the Construction Management Agreement.

Section 4.3. Financing the CID Project.

A. It is anticipated that the IDA will issue Obligations, in one more series, to provide financing for the CID Project as described in **Exhibit E-2**, including the District's acquisition of the Sports Complex Property. Pursuant to the Financing Documents, the Developer and City, if necessary, will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue, any amount captured as economic activity taxes by the TIF Plan, and proceeds of the Obligations and from no other source. The Obligations shall not constitute a debt or liability or general obligation of the District, the City, the State, any authority that may issue the Obligations on the District's behalf, or any agency or political subdivision thereof. To the extent that the CID Bond Project Cost exceeds the amount stated in **Exhibit E-2**, the Developer shall be responsible to pay for any cost overruns.

C. The Developer and the City covenant to cooperate and take all reasonable actions necessary to assist the District and its bond counsel, underwriters and financial advisors in the preparation of offering statements, private placement memoranda or other disclosure documents and all other documents necessary to market and sell Obligations, as appropriate. The City agrees to provide historical sales tax collection information for businesses within the District Area. The Developer and the City will not be required to disclose to the general public or any investor any proprietary or confidential financial information pertaining to the Developer or any retailer.

E. The District agrees to cause the officer of the District at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the District for each fiscal year that the Obligations are outstanding, a request for an appropriation of CID Sales Tax Revenues for application to the payment of Obligations in accordance with this Agreement.

Section 4.4. Certificate of Completion and CID Reimbursable Project Costs.

Upon substantial completion of the CID Project (or a portion thereof), Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit B** ("Completion Certificate") to the District and the City for approval; provided, however, that a Completion Certificate shall not be required for payment of CID Bond Project Costs, which will be paid in the manner set forth in the Financing Documents. The District shall submit the Completion Certificate to the City to verify that the CID Project has been completed in accordance with all Applicable Laws and Requirements. If the City determines, in its reasonable discretion, that the CID Project has been completed in accordance with all Applicable Laws and Requirements, then the City shall approve the Completion Certificate, which approval shall not be unreasonably withheld. If the City determines not to approve the Completion Certificate, the City shall notify the District and the Developer as appropriate in writing within fifteen (15) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City's determination, including presentation of new and/or additional evidence.

A. The issuance of a Completion Certificate by the District and the City shall be a conclusive determination of the satisfaction of the covenants in this Agreement with respect to the obligations of Developer to complete the CID Project, but shall not prevent District or City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Agreement.

B. Each such certificate issued by District and 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 Office of the Recorder of Deeds for Jasper County, Missouri.

Section 4.5. Ownership and Maintenance of CID Project.

Subject to this Agreement and the Purchase and Sale Agreement, the District or City will acquire title to the Sports Complex Property within the District Area and, following completion, the Sports Complex. So long as there is CID Sales Tax Revenue available that is not pledged to the Trustee, all unpledged revenue in the CID Sales Tax Account shall be utilized by the District to pay for the operational and maintenance expenses that may arise from the Sports Complex and as further defined in the standalone agreement between the City and the District regarding the management and operation of the Sports Complex.

Section 4.6. New CID Projects.

The District shall not undertake new improvement projects without the prior approval of the City Council and any changes to the CID Project contemplated herein shall be governed by the terms and processes of the CID Act.

Section 4.7. District Eligible Services.

The District shall not undertake the provision of CID Eligible Services as authorized in Section 67.1461 RSMo without the prior approval of the City Council, except for those services reasonably necessary to ensure the adequate maintenance and operation of the Sports Complex as further defined in the standalone agreement between the City and District regarding the management and operation of the Sports Complex.

Section 4.8. Addition of Property of Property to District.

The Parties acknowledge that under the CID Act the District may only acquire property and spend CID Sales Tax Revenue within the District. At the time that the District was created, certain real property, more specifically described in **Exhibit G,** was not included within the boundaries of the District. The Parties understand that to fund the CID Project as currently contemplated, annexing the Annexed Property into the District is necessary. Following the effective date of the resolution adopted by the Board of Directors imposing the CID Sales Tax as approved by the qualified voters within the District, the Developer, and any other property owner necessary, shall submit a petition to the Board of Directors in compliance with Section 67.1441.2, RSMo, to add the Annexed Property to the District. The District and the City will ensure that all procedural requirements set forth in Section 67.1441.2, RSMo, and the CID Act generally, shall be complied with and agree to consider the addition of the Annexed Property in good faith.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1. Records of the District.

The District shall keep proper books of record and account in which full, true, and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied, and will furnish the City upon written request (within a reasonable time not to exceed three business days) such information as it may request concerning the District, including such statistical and other operating information requested by the City on a periodic basis, in order to determine whether the covenants, terms, and provisions of this Agreement have been met.

In addition, the District shall prepare or cause to be prepared financial statements each fiscal year. The District shall be responsible for causing the preparation of audited or unaudited financial statements as may be required by the Financing Documents. The annual unaudited or

audited financial statements of the District for each fiscal year shall be prepared and submitted to the City no later than one hundred eighty (180) days following the end of such fiscal year. For that purpose and upon at least two (2) business days' notice to the District, all pertinent books, documents, and vouchers relating to the District's business, affairs, and properties shall at all times during regular business hours be open to the inspection of such accountant, other agent, or City official or employee (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to such confidentiality agreements as reasonably required) as shall from time to time be designated and compensated by the inspecting Party.

Section 5.2. Records.

The Parties shall keep and maintain adequate records pertaining to the costs of the CID Project and disbursements for reimbursement or payment of the costs of the CID Project and related Financing Costs and Operating Costs. Such records shall be available for inspection by the City and/or District at reasonable times and upon written notice.

Section 5.3. Notice to and Consent by Tenants and Transferees.

A. Developer shall use its reasonable best efforts to cause all leases of all or any part of property located in the District entered into after the date of this Agreement by Developer to contain a provision that is in substantial compliance with the following, provided that Developer shall have no obligation to include such covenants in any deeds, leases or other instruments by which any interest in real property has been obtained prior to execution of this Agreement:

> Community Improvement District: Tenant acknowledges and consents that (i) all or a portion of the Leased Premises are located within the boundaries of the Joplin Sports Facility Community Improvement District ("District") created by Joplin, Missouri (the "City"), (ii) that the District imposes a sales tax on economic activities occurring within the District Area, which tax will be applied toward the costs of improvements that will provide a generalized benefit to the District. If any of Tenant's sales activities occur within the District Area, upon request of the City, Tenant shall forward to the City copies of Tenant's State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District is a third party beneficiary of the obligations in this paragraph and shall have a separate and independent right to enforce these reporting requirements.

Developer shall use its reasonable best efforts to cause a provision in substantial compliance with this provision to be included in all sales contracts entered into after the date of this Agreement by Developer with purchasers of property located within the District Area, requiring said sales information be provided to the District.

B. Promptly following the execution of any instrument transferring of all or any part of property located in the District, Developer shall provide a certification to the District, signed by Developer and such transferee, confirming that the instrument includes the provisions satisfying Developer's obligation as set forth in this **Section 5.3**. Failure of Developer to require that such restrictions be placed in any such instrument shall in no way modify, lessen, or diminish the obligations and restrictions set forth herein relating to the District's rights of enforcement and remedies under this Agreement, nor shall it affect the Developer's right to reimbursement of its

CID Reimbursable Project Costs or otherwise form the basis of a default on the part of the Developer hereunder.

C. The District, and, to the extent necessary Developer, shall use reasonable efforts to enforce the sales contract obligation set forth in paragraph A of this Section and shall use reasonable efforts to require any purchaser or other transferee or possessor of all or part of property located in the District, to timely pay any CID Sales Tax due. This obligation shall be a covenant running with the land and shall be enforceable against Developer and against any purchaser or other transferee or possessor from Developer as if such purchaser or possessor were originally a Party to and bound by this Agreement and shall only terminate upon the end of the term of the District. All costs incurred by the District and/or Developer in using reasonable efforts to enforce the obligations contained in this Section shall be deemed to be CID Reimbursable Project Costs that are reimbursable from the CID Sales Tax Revenue.

Section 5.4. Developer's Obligations to the City Under Bond or Surety.

A. The Parties agree that the CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in **Section 2.1** and shall be a CID Bond Project Cost or a CID Reimbursable Project Cost, as applicable, that may be paid or reimbursed in accordance with this Agreement.

B. The Parties agree that in the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or a City ordinance, then the City shall be entitled to reimbursement from the District for such CID Bond Project Costs or CID Reimbursable Project Costs, as applicable, that are not paid or reimbursed to the City under such bond or surety.

Section 5.5. Annual Budget.

The Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's first fiscal year and submit that budget to the City's Director of Finance ("Finance Director") within sixty (60) days after the date the City Council approves the ordinance to establish the District. The fiscal year of the District shall be the same as that of the City. For each subsequent fiscal year of the District, the Board of Directors shall prepare, or cause to be prepared, a budget for capital and operating expenses for the District's upcoming fiscal year and, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, shall submit a proposed budget to the Finance Director for review (the "Annual Budget"). Within a reasonable time after obtaining the Finance Director's comments regarding the Annual Budget, the Board of Directors shall approve the same. In no event shall any budget provide funding for services or maintenance within the District Area. Each Annual Budget for the District shall be prepared in accordance with all applicable state statutes including Sections 67.010 and 67.1471 RSMo, as amended.

Section 5.6. Board of Directors.

Pursuant to Section 6 of the Petition, Successor Directors to the Board of Directors shall be appointed by the Mayor with the consent of the City Council. The City shall be entitled to appoint the Finance Director as an ex officio member of the District's Board of Directors. Such ex officio member shall be permitted to attend District Board of Directors meetings but shall not

have any voting power. The District shall notify the City in writing of each meeting of the District's Board of Directors by sending a copy of such notice and an agenda for the noticed meeting to the Finance Director at City Hall, 602 S. Main Street, Joplin, Missouri 64801.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1. Events of Default.

If the following event shall occur and be continuing following the expiration of any cure provisions herein, then such event shall constitute an Event of Default under this Agreement: failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement (except as otherwise provided in **Section 5.3**), and the continuance of such default for ninety (90) days, or such longer period of time required if the defaulting Party determines with consent of the other parties that the default cannot be cured within such 90 days period, after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2. Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the CID due to an Event of Default, costs incurred by the City for such enforcement shall be Operating Costs.

Section 6.3. Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4. Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5. Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays. Excusable Delays shall extend the time of performance for the period of such excusable delay.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Effective Date and Term.

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. Upon the expiration of the CID Sales Tax as provided in **Section 3.7**, and the abolishment of the District in accordance with Section 67.1481, RSMo and the terms of this Agreement, this Agreement shall terminate.

Section 7.2. Notice.

Any notice pursuant to this Agreement shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to the District shall be addressed to:

Joplin Sports Facility Community Improvement District
Attn:

With a copy to:

Williams & Campo, P.C.
Attn: T. Chris Williams
200 Unity Circle North, Suite G
Lee's Summit, MO 64086

Any notice to City shall be addressed to:

Nick Edwards
City Manager
City Hall
602 South Main Street
Joplin, MO 64801

With a copy to:

Peter C. Edwards
City Attorney
City Hall
602 South Main Street
Joplin, MO 64801

Any notice to Developer shall be addressed to:

Prospect Village, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 1
Elkhorn, NE 68022

With a copy to:

Woodsonia Real Estate, Inc.
Attn: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 1
Elkhorn, NE 68022

and

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof.

Section 7.3. Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City, Developer or the District, or of any successor thereto, as such, either directly or through the City, Developer or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable state law. The City, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agrees, to the extent permitted by law, to hold harmless and indemnify the District from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney's fees, resulting from, arising out of, or in any way connected with the City's failure to comply with any applicable state law.

Section 7.4. Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.5. Applicable Law; Common Representation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri and all actions shall be heard in Jasper County Circuit Court. The District and the Developer agree that the engagement of common special legal counsel among such Parties does not materially limit the representation of those Parties and will not adversely affect the relationship among such Parties. To the extent that such common legal representation presents a conflict of interest, the District and the Developer hereby consent to common representation.

Section 7.6. Validity and Severability.

It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.7. Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.8. City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council. The City Manager, at his/her discretion, may seek the advice or consent of the City Council for any requested approval.

Section 7.9. District Approvals.

Unless specifically provided to the contrary herein, all approvals of District hereunder may be given by the Chairman or his/her designee without the necessity of any action by the Board of Directors.

Section 7.10. Developer Approvals.

Unless specifically provided to the contrary herein, all approvals of Developer hereunder may be given by the agent of Developer.

Section 7.11 Successors and Assigns; Assignment of Developer's Obligations.

A. This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, successors and assigns.

B. Without limiting the rights of the Developer or any third party under **Section 5.3** hereof, the Developer agrees that this Agreement and the rights, duties and obligations hereunder

may not and shall not be assigned by the Developer without the prior written consent of the City and the District, which consent shall be given if the City and the District determine that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City and the District, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the CID Project that are under way, such obligations to the extent that they relate to such portion of the CID Project. Any proposed transferee (including, without limitation, any transferee referenced in subsection 1., 2., or 3. below) shall, expressly for the benefit of the City and the District, enter into an agreement with the City and the District obligating the assignee to assume all of the obligations of the Developer under this Agreement and agree to be subject to all the conditions and restrictions to which the Developer is subject (or, in the event the transfer is of or relates to a portion of the CID Project, such obligations, conditions and restrictions to the extent that they relate to such portion). For purposes of this **Section 7.11.B**, any sale, transfer, assignment, pledge or hypothecation of an interest in the Developer (other than to an Affiliate of the Developer) that results in a change in management control of Developer will constitute an assignment of this Agreement. Notwithstanding the foregoing:

1. The Developer may at any time without the City's or the Developer's consent assign its rights, and delegate its duties and obligations under this Contract to an Affiliate of the Developer.

2. No consent will be required under this **Section 7.11.B** for any pledge or assignment of this Agreement or pledge or assignment of an interest in the Developer or any interest in any member of the Developer as collateral security for the Developer's loans, advances or extensions of credit to finance or from time to time refinance all or any part of the CID Project, or the right of the transferee of any such collateral assignment to transfer such interest by foreclosure or transfer in lieu of foreclosure under such collateral assignment.

Upon such assignment, the Developer shall be released from such obligations accruing after the date of such assignment.

Section 7.12. Recording of Agreement.

Upon full execution by the District, Developer and City, this Cooperative Agreement or a memorandum of this Agreement, shall be recorded by the City, at the District's expense, in the Office of the Recorder of Deeds for Jasper County, in Carthage, Missouri.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Developer, the District, and the City have caused this Agreement to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Nick Edwards, City Manager

ATTEST:

_____
Holly Nagy, City Clerk

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this _____ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared Nick Edwards, the City Manager of the City of Joplin, known to me to be the person who executed the within Cooperative Agreement on behalf of the City of Joplin, Missouri and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this _____ day of _____, 2025.

_____

Notary Public

My Commission Expires:

DEVELOPER:

PROSPECT VILLAGE, LLC

By:_____

Name:_____

Title:_____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss
COUNTY OF DOUGLAS)

On this _____ day of _____ in the year 2025 before me, a Notary Public in and for said state, personally appeared _____, of Prospect Village, LLC, a Nebraska limited liability company, known to me to be the person who executed the within Cooperative Agreement on behalf of said company and acknowledged to me that he or she executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

CID:

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____
Name:_____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF JASPER)

On this ___ day of _____, in the year 2025, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Joplin Sports Facility Community Improvement District, known to me to be the person who executed the within Cooperative Agreement on behalf of said Community Improvement District and acknowledged to me that he executed the same for the purposes therein stated.

Subscribed and affirmed before me this ____ day of_____, 2025.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN
Engineering beyond.℠

SPORTS COMPLEX CID DESCRIPTION:

ALL THAT PART OF THE WEST HALF OF SECTION 7 AND PART OF SECTION 18 IN TOWNSHIP 27 NORTH, RANGE 32 WEST AND PART OF SOUTHEAST QUARTER OF SECTION 12 AND PART OF THE EAST HALF OF SECTION 13 IN TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST;THENCE NORTH 88°28'37" WEST, 157.02 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 01°24'23" WEST, 30.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1927.29 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 25TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°39'32" EAST, 166.74 FEET TO A POINT ON THE CORPORATE LIMITS OF THE CITY OF JOPLIN AS DESCRIBED IN THE CITY CHARTER, SECTION 1.015; THENCE ALONG SAID CORPORATE LIMITS SOUTH 01°38'04" WEST, 28.09 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 88°28'32" EAST, 1745.84 FEET; THENCE CONTINUING ALONG SAID CORPORATE LIMITS SOUTH 01°38'15" WEST, 1641.49 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2078, PAGE 2031; THENCE LEAVING SAID CORPORATE LIMITS AND ALONG SAID SOUTH LINE OF SAID TRACT NORTH 88°36'30" WEST, 941.54 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°40'12" EAST, 60.24 FEET TO A POINT ON THE RAILROAD RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY NORTH 65°21'38" EAST, 73.21 FEET; THENCE ALONG SAID RIGHT OF WAY 506.52 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 454.41 FEET, A CHORD DIRECTION OF NORTH 33°25'38" EAST, A CHORD LENGTH OF 480.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID RAILROAD RIGHT OF WAY AND SOUTH RIGHT OF WAY LINE OF 27TH STREET NORTH 30°44'22" WEST, 70.85 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 27TH STREET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2078, PAGE 2031 NORTH 01°22'27" EAST, 1054.70 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AFORESAID 25TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 88°39'32" WEST, 1246.28 FEET; THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY NORTH 88°28'34" WEST, 896.93 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2167, PAGE 1171; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1721, PAGE 569 SOUTH 01°48'43" WEST, 1634.60 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'29" WEST, 764.13 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'40" WEST, 282.16 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID WEST LINE AND ALONG

SAID NORTH RIGHT OF WAY NORTH 50°53'05" WEST, 372.95 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1029.71 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2842.97 FEET, A CHORD DIRECTION OF NORTH 60°08'32" WEST, A CHORD LENGTH OF 1024.09 FEET; THENCE NORTH 72°27'44" WEST, 264.39 FEET; THENCE 53.82 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 947.02 FEET, A CHORD DIRECTION OF NORTH 77°50'46" WEST, A CHORD LENGTH OF 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°29'04" EAST, 13.33 FEET; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 02°19'55" WEST, 328.55 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 87°26'00" WEST, 219.69 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 02°05'59" EAST, 189.61 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1547, PAGE 1848; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 01°58'02" EAST, 1.50 FEET; THENCE SOUTH 89°58'32" WEST, 20.52 FEET; THENCE SOUTH 01°09'52" EAST, 1.50 FEET; THENCE SOUTH 89°58'26" WEST, 1123.82 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°30'42" EAST, 633.84 FEET; THENCE ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 6 CALLS: SOUTH 89°53'23" EAST, 350.49 FEET; THENCE NORTH 01°38'37" EAST, 271.86 FEET; THENCE SOUTH 89°03'02" EAST, 141.30 FEET, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 24TH STREET; THENCE ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY SOUTH 54°38'13" EAST, 30.33 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY 208.87 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 333.78 FEET, A CHORD DIRECTION OF SOUTH 72°07'32" EAST, A CHORD LENGTH OF 205.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTH RIGHT OF WAY NORTH 89°56'51" EAST, 201.31 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG SAID NORTH LINE SOUTH 01°15'29" WEST, 175.00 FEET; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°56'51" EAST, 300.00 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 5 CALLS: NORTH 01°30'51" EAST, 175.00 FEET; THENCE NORTH 00°51'10" EAST, 50.01 FEET; THENCE NORTH 01°39'49" EAST, 5.01 FEET; THENCE SOUTH 89°55'21" EAST, 5.00 FEET; THENCE NORTH 01°32'57" EAST, 151.11 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST RIGHT OF WAY AN ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°47'00" WEST, 240.00 FEET; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422 NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF SOUTH 89°47'02" WEST, 327.31 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2561, PAGE 42, SAID POINT BEING ON THE WEST LINE OF THE FINAL PLAT OF RANGE LINE SUBDIVISION REPLAT #1, A SUBDIVISION ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 21, PAGE 17; THENCE ALONG SAID WEST LINE NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE ALONG THE WEST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 89°46'59" EAST, 317.48 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°40'25" WEST, 245.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 86°29'00" EAST, 60.97 FEET TO A POINT ON THE EAST LINE OF AFORESAID SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°30'20" EAST, 1593.13 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2709, PAGE 31; THENCE LEAVING SAID EAST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 89°33'12" WEST, 321.01 FEET TO THE SOUTHWEST CORNER

OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE AND PROJECTION THEREOF OF SAID TRACT AND THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 01°35'32" EAST, 375.33 FEET; THENCE LEAVING SAID PROJECTION NORTH 89°54'38" WEST, 155.37 FEET TO A POINT ON THE PROJECTION OF THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1528, PAGE 1144; THENCE ALONG SAID PROJECTION AND WEST LINE NORTH 02°00'37" EAST, 518.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 87°59'34" EAST, 409.05 FEET TO A POINT ON AFORESAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°47'11" EAST, 74.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF 18TH STREET; THENCE LEAVING SAID WEST RIGHT OF WAY OF RANGE LINE ROAD AND SOUTH RIGHT OF WAY OF 18TH STREET NORTH 27°57'55" EAST, 55.61 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 18TH STREET, SAID POINT BEING ON SAID WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE; THENCE LEAVING SAID NORTH RIGHT OF WAY OF 18TH STREET AND ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 319.93 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°20'08" EAST, 600.88 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2550, PAGE 381; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°04'20" WEST, 154.10 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT NORTH 02°04'14" EAST, 159.60 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT THE FOLLOWING 4 CALLS: SOUTH 87°57'43" EAST, 100.43 FEET; THENCE SOUTH 01°50'00" WEST, 2.67 FEET; THENCE SOUTH 88°10'00" EAST, 18.57 FEET; THENCE SOUTH 43°35'24" EAST, 48.25 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE SOUTH 88°20'55" EAST, 43.87 FEET TO A POINT ON THE EAST LINE OF SECTION 12, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG SAID EAST LINE NORTH 01°44'19" EAST, 1550.63 FEET TO A POINT ON THE PROJECTION OF THE CENTERLINE OF 12TH STREET; THENCE ALONG SAID PROJECTION AND CENTERLINE THEREOF SOUTH 88°28'52" EAST, 704.93 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GENEVA AVENUE, NOW VACATED; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°45'26" WEST, 395.00 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINES OF LOTS 43, 44, 45, 46, AND 47 IN HATTEN'S 2ND SUB-DIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 3, PAGE 279 NORTH 88°28'52" WEST, 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID LOT 43 NORTH 01°46'12" EAST, 158.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 43; THENCE LEAVING SAID WEST LINE NORTH 88°28'52" WEST, 10.00 FEET TO THE NORTHWEST CORNER OF LOT 40 IN AFORESAID HATTEN'S 2ND SUB-DIVISION; THENCE NORTH 01°46'12" EAST, 6.00 FEET TO THE CENTERLINE OF A VACATED ALLEY WAY; THENCE ALONG SAID CENTERLINE NORTH 88°28'52" WEST, 25.00 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID CENTERLINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°46'12" EAST, 206.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°28'52" WEST, 107.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 01°42'25" WEST, 587.44 FEET; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 88°31'19" EAST, 24.46 FEET; THENCE ALONG SAID RIGHT OF WAY SOUTH 01°40'53" WEST, 210.06 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2420, PAGE 406; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°32'37" EAST, 150.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°43'40" EAST, 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2357, PAGE 1502; THENCE ALONG THE NORTH LINE OF SAID TRACT

SOUTH 88°31'19" EAST, 757.75 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°38'03" WEST, 315.96 FEET; THENCE SOUTH 88°30'54" EAST, 104.68 FEET; THENCE SOUTH 01°34'46" WEST, 100.02 FEET TO A POINT ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2354, PAGE 1304; THENCE CONTINUING ALONG SAID NORTH LINE NORTH 88°29'17" WEST, 104.77 FEET; THENCE ALONG SAID NORTH LINE NORTH 80°30'13" WEST, 54.77 FEET; THENCE NORTH 88°37'14" WEST, 614.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'24" WEST, 22.30 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2682, PAGE 139; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°10'37" WEST, 40.00 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2629, PAGE 289; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°45'03" EAST, 175.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°19'19" WEST, 200.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT, BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG THE WEST LINE AND SAID EAST RIGHT OF WAY SOUTH 01°41'31" WEST, 175.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 7 CALLS: SOUTH 01°41'31" WEST, 305.35 FEET; THENCE SOUTH 01°39'05" WEST, 141.51 FEET; THENCE SOUTH 01°43'55" WEST, 186.24 FEET; THENCE NORTH 89°46'16" WEST, 5.00 FEET; THENCE SOUTH 01°19'35" WEST, 209.23 FEET; THENCE SOUTH 04°19'12" WEST, 129.10 FEET; THENCE SOUTH 01°19'22" WEST, 104.67 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 17TH STREET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 43°20'20" EAST, 35.44 FEET; THENCE SOUTH 88°11'57" EAST, 72.90 FEET; THENCE SOUTH 81°04'25" EAST, 103.00 FEET; THENCE SOUTH 83°19'28" EAST, 70.18 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2664, PAGE 204; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°45'07" EAST, 279.32 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°37'02" EAST, 329.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°45'30" WEST, 279.60 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2329, PAGE 790; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT AND AFORESAID NORTH RIGHT OF WAY OF 17TH SOUTH 88°34'05" EAST, 212.16 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 1787, PAGE 873; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 3 CALLS: NORTH 01°35'19" EAST, 279.78 FEET; THENCE SOUTH 88°50'11" EAST, 314.96 FEET; THENCE NORTH 01°38'36" EAST, 648.90 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°16'19" EAST, 195.59 FEET; THENCE ALONG SAID NORTH LINE SOUTH 88°34'03" EAST, 388.41 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE THE FOLLOWING 3 CALLS: SOUTH 01°26'57" WEST, 201.70 FEET; THENCE NORTH 88°41'01" WEST, 5.00 FEET; THENCE SOUTH 00°51'28" WEST, 1533.54 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 735.93 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°24'23" WEST, 30.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) IN SECTION 18, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT WHICH IS 313.30 FEET SOUTH AND 62.35 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 18, THENCE SOUTH 89°46' EAST, 627.67 FEET, THENCE SOUTH 320.70 FEET, THENCE NORTH 89°46' WEST 231.05 FEET, THENCE NORTH 00°11' WEST 110.53 FEET, THENCE NORTH 89°11' WEST 96.26 FEET, THENCE NORTH 23.50 FEET; THENCE NORTH 89°46' WEST 91.00 FEET, THENCE NORTH 00°27' EAST 125.70 FEET, THENCE NORTH 89°46' WEST 210.00 FEET, THENCE NORTH 60.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1300, PAGE 16).

ALSO, LESS AND EXCEPT:

TRACT 1:
THAT PORTION OF LOT 2 OF THE FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, COUNTY OF JASPER, STATE OF MISSOURI, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE WITH ON THE SOUTH LINE OF SAID LOT 2, S 88°32'05" E 179.43 FEET TO THE POINT OF BEGINNING; THENCE N 01°27'55" E, 135.39 FEET; THENCE N 88°32'05" W 4.29 FEET; THENCE N 01°27'55" E 31.24 FEET; THENCE S 88°32'05" E 8.89 FEET; THENCE N 02°20'34" E, 31.91 FEET; THENCE N 87°39'56" W 4.10 FEET; THENCE N 02°20'04" E 65.30 FEET; THENCE S 88°12'01" E 2.18 FEET; THENCE N 01°47'59" E 64.44 FEET TO NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, S 88°30'43" E 217.48 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 01°29'17" W 0.31 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, S 88°32'47" E 252.93 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 01°29'17" W 0.46 FEET; THENCE CONTINUING ALONG SAID NORTH LINE S 88°31'43"E 57.59 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE EAST LINE OF SAID LOT 2, S 13°00'46" W 248.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE SOUTH LINE OF SAID LOT 2, N 89°24'48" W 302.32 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, S 55°34'04" W 135.30 FEET; THENCE CONTINUING ALONG SAID SOUTH LINE, N 88°32'05" W 70.90 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2535, PAGE 213).

ALSO, LESS AND EXCEPT:

LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT IN BOOK 19, PAGE 14.

ALSO, LESS AND EXCEPT:

TRACT 4:
ALL OF THE SOUTH 507.0 FEET OF THE FOLLOWING DESCRIBED TRACT: COMMENCING AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 27, RANGE 32, JASPER COUNTY, MISSOURI, 20TH STREET AND DUQUESNE ROAD; THENCE 2858.38 FEET WEST ALONG THE CENTERLINE OF 20TH STREET; THENCE SOUTH 0 DEGREES AND 21 MINUTES WEST ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 1132.30 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG THE WEST LINE OF DAVIS BOULEVARD ROAD, 824.95 FEET TO THE NORTH LINE OF 25TH STREET, THENCE WEST ALONG THE NORTH LINE OF 25TH STREET, 225.30 FEET; THENCE NORTH 825.84 FEET TO A POINT 231.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST 231.0 FEET TO THE POINT OF

BEGINNING, NOW IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2619, PAGE 297).

ALSO, LESS AND EXCEPT:

A PORTION OF THE TRACT OF LAND AS DESCRIBED IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE IN BOOK 1629 AT PAGE 2234 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE SOUTH 01°31'37" WEST, 743.78 FEET; THENCE SOUTH 88°26'24" EAST, 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, FOR A POINT OF BEGINNING; THENCE SOUTH 88°21'48" EAST, 334.97 FEET, TO A FOUND IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 01°32'16" WEST, 41.00 FEET; THENCE NORTH 88°21'48" WEST, 290.63 FEET; THENCE SOUTH 54°56'03" WEST, 55.21 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 01°31'37" EAST, 74.00 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. CONTAINING 0.332 ACRES MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2430, PAGE 174).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF SECTION EIGHTEEN (18), TOWNSHIP TWENTY-SEVEN (27), RANGE THIRTY-TWO (32), IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT A POINT 65 FEET EAST AND 692 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION, THENCE EAST 170 FEET, THENCE SOUTH 50 FEET, THENCE WEST 170 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING; EXCEPT ANY PART TAKEN OR USED FOR ROADS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD, IF ANY. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2013, PAGE 679).

ALSO, LESS AND EXCEPT:

PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF EAST 20TH STREET AND THE WEST RIGHT OF WAY LINE OF REX AVENUE, SAID POINT BEING 1784.68 FEET WEST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE OF EASEMENT 20TH STREET A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°16'16" WEST ON SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 168.00 FEET; THENCE NORTH 40°29'43" WEST A DISTANCE OF 47.62 FEET; THENCE NORTH 01°43'44" EAST A DISTANCE OF 100.00 FEET; THENCE SOUTH 88°16'16" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 01°43'44" WEST A DISTANCE OF 135.26 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE SAID POINT ALSO BEING THE POINT OF BEGINNING. CONTAINING 26,488 SQUARE FEET OR

0.61 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2075, PAGE 1543).

ALSO, LESS AND EXCEPT:

BEGINNING 1004.67 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 348 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 348 FEET TO THE POINT OF BEGINNING, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, EXCEPT ANY INTEREST TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2328, PAGE 624).
LESS AND EXCEPT
ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT

ALL THAT PART OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 27, RANGE 32, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND IRON PIN ON THE NORTH RIGHT-OF-WAY OF 20TH STREET SAID POINT BEING 30 FEET NORTH AND 1004.67 FEET EAST OF THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER, THENCE NORTH 01 DEGREES 48'41" EAST A DISTANCE OF 436.67 FEET TO A FOUND IRON PIN, THENCE SOUTH 88 DEGREES 26'21" EAST A DISTANCE OF 174.00 FEET, THENCE SOUTH 01 DEGREES 48'40" WEST A DISTANCE OF 436.67 FEET TO A SET PIN AND CAP ON SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 26'21" WEST ALONG SAID `NORTH RIGHT-OF-WAY LINE A DISTANCE OF 174.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES, CONTAINING 1.7 ACRES, MORE OR LESS. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2584, PAGE 22).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2 INCH IRON PIN AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE SOUTH 88 DEGREES 28 MINUTES 41 SECONDS EAST (NORTH 89 DEGREES 46 MINUTES EAST, DEED) ALONG THE SOUTH LINE OF SECTION 7, 366.42 FEET (366.64 FEET,

DEED), THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 45.00 FEET TO A FOUND GRE IRON PIN ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 223.18 FEET TO A SET GRE IRON PIN FOR THE POINT OF BEGINNING, THENCE NORTH 01 DEGREES 43 MINUTES 30 SECONDS EAST 55.00 FEET TO A FOUND 5/8 INCH IRON PIN, THENCE SOUTH 88 DEGREES 26 MINUTES 26 SECONDS EAST 359.00 FEET TO A FOUND GRE IRON PIN, THENCE SOUTH 01 DEGREES 46 MINUTES 22 SECONDS WEST 293.17 FEET TO A SET COTTON GIN SPINDLE ON THE SAID NORTH RIGHT-OF-WAY LINE, THENCE NORTH 88 DEGREES 36 MINUTES 38 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE 20.00 FEET TO A SET GRE IRON PIN, THENCE NORTH 01 DEGREES 46 MINUTES 22 SECONDS EAST OF 238.23 FEET TO A SET GRE IRON PIN, THENCE NORTH 88 DEGREES 26 MINUTES 26 SECONDS WEST 338.98 FEET TO THE POINT OF BEGINNING. (AS STATED ON RECEIVER'S DEED RECORDED IN BOOK 2329, PAGE 824).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT DESCRIBED AS BEGINNING 755 FEET EAST AND 30 FEET NORTH OF THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 436.67 FEET, THENCE EAST 249 FEET, THENCE SOUTH 436.67 FEET, THENCE WEST 249 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2412, PAGE 177).

ALSO, LESS AND EXCEPT:

TRACT 1:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE NORTH 89 DEGREES 46 MINUTES EAST ALONG THE SOUTH LINE OF SECTION 7, 300.37 FEET, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 30.0 FEET TO THE PONT OF BEGINNING, THENCE NORTH 0 DEGREES 03 MINUTES 20 SECONDS EAST 293.18 FEET, THENCE NORTH 89 DEGREES 46 MINUTES EAST 66.0 FEET, THENCE SOUTH 0 DEGREES 0 MINUTES WEST 293.18 FEET, THENCE SOUTH 89 DEGREES 46 MINUTES WEST 66.28 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2650, PAGE 468)

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION 7, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT AN IRON PIN SET AT THE SOUTHWEST CORNER OF THE TRACT AND ON THE RIGHT OF WAY LINE OF U.S. HIGHWAY 71, BEING 296.96 FEET NORTH OF THE NORTH RIGHT OF WAY LINE OF 20TH STREET AND LOCATED 2596.57 FEET (RECORDED) 2598.47 FEET (MEASURED) WEST AND 397.08 FEET (RECORDED) 394.91 FEET (MEASURED) NORTH OF THE SOUTH QUARTER POINT OF SAID SECTION 7; THENCE NORTH 01 DEGREES 54 MINUTES 00 SECONDS EAST 140.00 FEET (RECORDED) NORTH 01 DEGREES 43 MINUTES 57 SECONDS EAST 140.00 FEET (MEASURED) TO THE NORTHWEST CORNER OF THE TRACT; THENCE SOUTH 88 DEGREES 28 MINUTES EAST 200.00 FEET TO THE NORTHEAST CORNER OF THE TRACT; THENCE SOUTH 01 DEGREES 54

MINUTES 00 SECONDS WEST 140.00 FEET (RECORDED) SOUTH 01 DEGREES 43 MINUTES 57 SECONDS WEST 140.00 FEET (MEASURED) TO THE SOUTHEAST CORNER OF THE TRACT; THENCE NORTH 88 DEGREES 28 MINUTES WEST 200.00 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2253, PAGE 480).

ALSO, LESS AND EXCEPT:

ALL OF A TRACT OF LAND DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7, TOWNSHIP 27, RANGE 32, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI; THENCE NORTH 89°46' EAST 70.37 FEET; THENCE NORTH 0°03'20" EAST 177.0 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°03'20" EAST 150.0 FEET; THENCE NORTH 89°43' EAST 200.0 FEET; THENCE SOUTH 0°03'20" WEST 150.0 FEET; THENCE SOUTH 89°43' WEST 200.0 FEET TO THE POINT OF BEGINNING. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2010, PAGE 1560).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH P.M., CITY OF JOPLIN, JASPER COUNTY, MISSOURI TO WIT: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE ALONG THE SOUTH LINE OF SAID SECTION SOUTH 88 DEGREES 33 MINUTES 07 SECONDS EAST 70.37 FEET TO A POINT; THENCE LEAVING SAID LINE NORTH 01 DEGREES 44 MINUTES 13 SECONDS EAST 44.03 FEET TO A FOUND IRON ROD ON THE EAST RIGHT OF WAY LINE OF S. RANGE LINE ROAD AT THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 20 MINUTES 32 SECONDS EAST 133.24 FEET TO A FOUND IRON ROD; THENCE LEAVING SAID EAST RIGHT OF WAY LINE SOUTH 88 DEGREES 24 MINUTES 36 SECONDS EAST 200.10 FEET TO A FOUND IRON ROD; THENCE SOUTH 01 DEGREES 37 MINUTES 34 SECONDS WEST 146.67 FEET TO A SET IRON ROD ALONG SAID EAST RIGHT OF WAY LINE; THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 01 DEGREES 54 MINUTES 41 SECONDS EAST 8.97 FEET TO A FOUND IRON ROD, THENCE NORTH 39 DEGREES 31 MINUTES 32 SECONDS WEST7.31 FEET TO THE POINT OF BEGINNING. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2508, PAGE 416).

ALSO, LESS AND EXCEPT:

A TRACT OF LAND DESCRIBED IN BOOK 1236 AT PAGE 54 AND IN BOOK 1268 AT PAGE 1951, IN THE OFFICE OF THE RECORDER OF DEEDS IN JASPER COUNTY, MISSOURI, BEING PART OF LOT TWO (2) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 18, AFORESAID, THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW 1/4), SOUTH 01°42'53" WEST 551.79 FEET, THENCE LEAVING SAID WEST SECTION LINE, SOUTH 88°27'53" EAST, 94.57 FEET TO THE EAST RIGHT-OF-WAY OF SOUTH RANGE LINE ROAD, SAID POINT ALSO BEING THE POINT OF BEGINNING, THENCE SOUTH 88°27'53" EAST, 305.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF GENEVA STREET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°14'36" WEST, 192.46

FEET, THENCE NORTH 88°20'58" WEST 164.82 FEET, THENCE NORTH 1°32'26" EAST 50.35 FEET, THENCE NORTH 88°20'59" WEST 170.29 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY, NORTH 1°32'26" EAST 116.84 FEET, THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 88°27'40" EAST 28.69 FEET, THENCE ALONG SAID SOUTH RIGHT OF WAY, NORTH 1°31'09" EAST 24.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.263 ACRES, MORE OR LESS, EXCEPT ANY PART TAKEN OR DEEDED FOR ROAD PURPOSES. (AS STATED ON SPECIAL WARRANTY DEED RECORDED IN BOOK 2602, PAGE 48).

ALSO, LESS AND EXCEPT:

TRACT I:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, THENCE SOUTH 01°31'37" WEST 743.78 FEET, THENCE SOUTH 88°26'24" EAST 65.00 FEET, TO A FOUND IRON PIN ON THE EAST RIGHT-OF-WAY OF RANGE LINE ROAD, THENCE SOUTH 01°31'37" WEST 74.00 FEET FOR A POINT OF BEGINNING, THENCE NORTH 54°56'03" EAST, 55.21 FEET, THENCE SOUTH 88°21'48" EAST 290.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 01°32'16" WEST 167.65 FEET, THENCE NORTH 88°20'27" WEST 334.93 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 01°31'37" EAST 134.52 FEET TO THE POINT OF BEGINNING, ALL LYING IN LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, CITY OF JOPLIN, JASPER COUNTY, MISSOURI. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 1890, PAGE 606).

ALSO, LESS AND EXCEPT:

ALL THAT PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST IN JOPLIN, JASPER COUNTY, MISSOURI, BEING A PART OF THE PROPERTY DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN BOOK 1178, PAGE 273, JASPER COUNTY RECORDER'S OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 2311.25 FEET SOUTH AND 60.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF RANGE LINE ROAD; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST, ALONG THE NORTH LINE OF SAID PROPERTY, 360.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF GENEVA AVENUE; THENCE SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 23.16 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 31 MINUTES 47 SECONDS WEST 136.84 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 57 DEGREES 52 MINUTES 23 SECONDS WEST 36.05 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE NORTH RIGHT-OF-WAY LINE OF 24TH STREET; THENCE NORTH 88 DEGREES 25 MINUTES 19 SECONDS WEST 105.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 18.00 FEET; THENCE SOUTH 72 DEGREES 25 MINUTES 14 SECONDS EAST 18.72 FEET; THENCE NORTH 01 DEGREES 04 MINUTES 45 SECONDS EAST 144.00 FEET; THENCE SOUTH 88 DEGREES 25 MINUTES 19 SECONDS EAST 118.28 FEET TO THE POINT OF BEGINNING. A.K.A. 2431 S. RANGE LINE ROAD, JOPLIN, MISSOURI 64801. (AS STATED ON WARRANTY DEED RECORDED IN BOOK 2675, PAGE 282).

ALSO, LESS AND EXCEPT:

ALL OF THE NORTH HALF (N/2) OF THE SOUTH 250 FEET OF THAT PART OF THE WEST HALF (W/2) OF SECTION 18, TOWNSHIP 27, RANGE 32 IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2311.25 FEET SOUTH AND 40 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH 530 FEET; THENCE EAST 412.2 FEET; THENCE NORTH 530 FEET; THENCE WEST 412.2 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 32.2 FEET THEREOF, AND EXCEPT: BEGINNING AT A POINT 2631.25 FEET SOUTH AND 60 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 40.00 FEET; THENCE EAST 7.18 FEET; THENCE SOUTHWESTERLY 2.76 FEET TO A POINT TO 2592.34 FEET SOUTH AND 65.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 38.31 FEET; THENCE WEST 5.0 FEET TO THE POINT OF BEGINNING;
AND
ALL THAT PART OF THE SOUTHWEST QUARTER (SW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION 18, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 2591.25 FEET SOUTH AND 67.18 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE NORTHEASTERLY 32.66 FEET TO A POINT 2571.25 FEET SOUTH AND 93.00 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION 18; THENCE EAST 307.00 FEET; THENCE SOUTHEASTERLY 28.28 FEET TO A POINT 2591.25 FEET SOUTH AND 420.00 FEET EAST OF SAID NORTHWEST CORNER OF SECTION 18; THENCE WEST 352.82 FEET TO THE POINT OF BEGINNING. (AS STATED ON GENERAL WARRANTY DEED RECORDED IN BOOK 2669, PAGE 171).

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 303.2 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

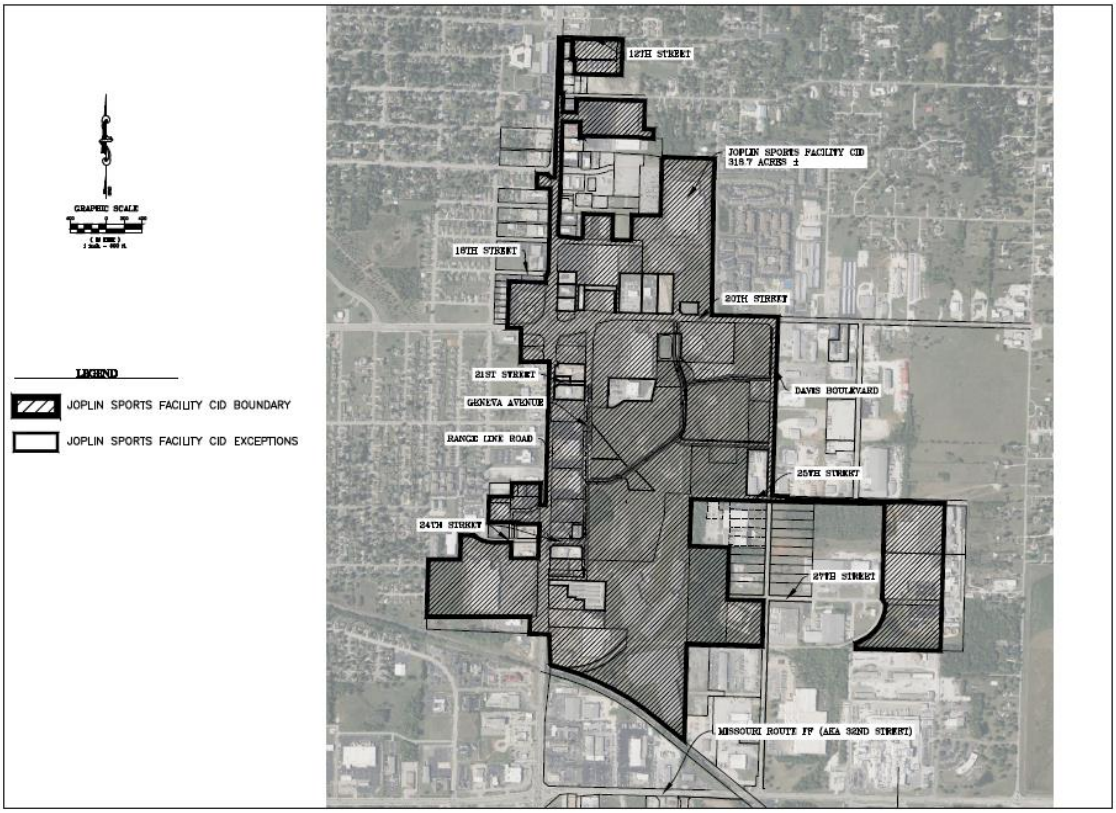

GRAPHIC SCALE
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
12TH STREET
JOPLIN SPORTS FACILITY CID
318.7 ACRES ±
16TH STREET
20TH STREET
21ST STREET
GENEVA AVENUE
DAVIS BOULEVARD
RANGE LINE ROAD
25TH STREET
24TH STREET
27TH STREET
MISSOURI ROUTE FF (AKA 32ND STREET)
OWN
Engineering beyond.
CID EXHIBIT FOR:
WOODSONIA
ACQUISITIONS, LLC.
REVISIONS
DRAWING INFORMATION
DRAWING NUMBER:
JOP-100-7303
SHEET NUMBER
1/1

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Joplin Sports Facility Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2025 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The CID Project has been completed in accordance with the Agreement, and all required approvals, certificates, or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the CID Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

3. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of Prospect Village, LLC

EXHIBIT C

FORM OF CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: Chairman, Joplin Sports Facility Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Joplin Sports Facility CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2020 (the "Agreement") between the City of Joplin, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.

2. These CID Reimbursable Project Costs have been paid by the Developer or incurred by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the CID Sales Tax, 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 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.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Title: _____

On behalf of _____ (Developer)

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

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

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

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Joplin Sports Facility Community Improvement District _____ _____ _____ **SALES TAX RETURN** **Check box if Amended Return Y Or Additional Return Y**	MISSOURI TAX NUMBER ***DO NOT WRITE IN SHADED AREAS** **YYYY YY**

OWNER'S NAME	REPORTING PERIOD	ADDRESS CORRECTION Y MAILING ADDRESS Y BUSINESS ADDRESS	
BUSINESS NAME	FEDERAL IDENTIFICATION NUMBER	BUSINESS PHONE NUMBER	Check here if phone # changed Y
MAILING ADDRESS	TELEPHONE NUMBER (__)	DUE DATE:	
CITY	STATE / ZIP		

IMPORTANT: THIS RETURN <u>MUST</u> BE FILED FOR THE REPORTING PERIOD INDICATED ENVEN THOUGH YOU HAVE NO GROSS RECEIPTS/TAX TO REPORT.

BUSINESS LOCATION	CODE	GROSS RECEIPTS	ADJUSTMENTS (INDICATE + OR -)	TAXABLE SALES	RATE (%)	AMOUNT OF TAX	
TOTALS……							

FINAL RETURN: If this is your final return, enter the close date below and check the reason for closing your account. The Sales Tax law requires any person selling or discounting business to make a final sales tax return within fifteen (15) days of the sale or closing.

Date Business Closed: _____

Y Out of Business Y Sold Business Y Leased Business

SIGN AND DATE RETURN: This must be signed and dated by the taxpayer or by the taxpayer's authorized agent. Mail to: Joplin Sports Facility Community Improvement District, _____, _____.

I have direct control, supervision, or responsibility for filing this return and payment of the tax due. Under penalties of perjury, I declare that this is a true, accurate, and complete return.

I ATTEST THAT I HAVE NO GROSS RECEIPTS TO REPORT FOR LOCATIONS LEFT BLANK.

SIGNATURE OF TAXPAYER OR AGENT	TITLE
DATE SIGNED	TAX PERIOD (MMDDCCYY) THRU (MMDDCCYY)

EXHIBIT E-1

CID FIVE-YEAR BUDGET (from the Petition)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

FIVE-YEAR PLAN - Joplin Sports Complex

		Year 1	Year 2	Year 3	Year 4	Year 5
		2025	2026	2027	2028	2029
A	Estimated Sales Tax Revenue (1%) *	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
	Sales Tax Revenue Total	$2,885,000	$2,971,550	$3,060,697	$3,152,517	$3,247,093
B	Expenditures					
1	Acquisition	$18,766,872	$0	$0	$0	$0
2	Building Construction and Enhancements	$10,234,970	$10,234,970	$10,234,970	$0	$0
3	FF&E	$200,000	$400,000	$400,000	$0	$0
4	Design Fee	$200,000	$200,000	$200,000	$0	$0
5	Civil	$150,000	$100,000	$100,000		
6	Outdoor Field Development	$1,000,000	$2,000,000	$2,500,000		
7	Sports Consulting/Project Management Fee	$890,281	$890,281	$890,281		
8	Insurance	$3,000	$3,000	$3,000	$3,000	$3,000
9	Legal	$50,000	$25,000	$25,000	$25,000	$25,000
10	Accounting	$3,000	$3,000	$3,000	$3,000	$3,000
11	Audit	$0	$10,000	$0	$0	$0

Notes:

Acquisition includes purchase of 23.85 acres at $12.00 PSF for sports complex land plus $4,800,000 for purchase of IP land + $1,500,000 for 2120 Davis Blvd. acquisition.

These costs are estimates only and may fluctuate based on actual revenues/costs incurred for purposes under the CID Act, the CID Cooperative Agreement and TIF Contract. To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

All funds in the Building Construction and Enhancements line item will be used towards the new sports facility.

EXHIBIT F

LEGAL DESCRIPTION AND MAP – PROPERTY TO BE ANNEXED

[MAP OF PROPERTY TO BE ANNEXED ON NEXT PAGE]

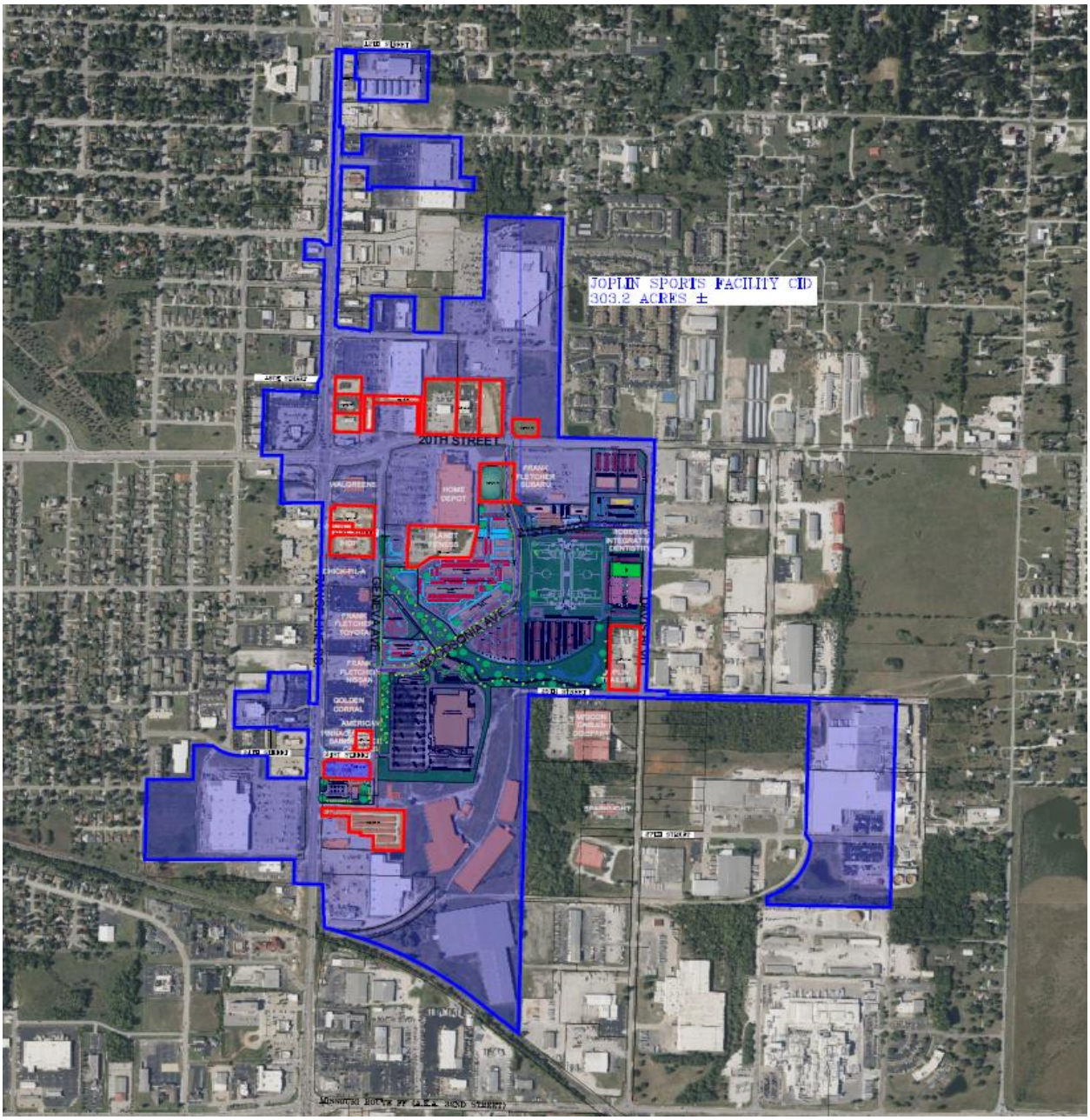
[TO BE PROVIDED]

EXHIBIT G

LEGAL DESCRIPTION AND MAP OF SPORTS COMPLEX PROPERTY

[TO BE PROVIDED]

JOPLIN SPORTS FACILITY CID



CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-501 – Approving the Prospect Village Tax Increment Financing (TIF) Redevelopment Plan and Projects, designating the Developer of the Projects, and approving a TIF Contract

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-501 Ordinance; Exhibit "A" Prospect Village Tax Increment Financing Redevelopment Plan; Exhibit "B" TIF Contract; Exhibit "C" TIF District; Exhibit "D" Staff Analysis of TIF; "But-For" Analysis

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the Prospect Village TIF Redevelopment Plan and Projects generally located east of Geneva Avenue and south of 20th Street (the "Redevelopment Area"). This bill also designates the Redevelopment Area and project areas, as well as Prospect Village, LLC, as the Developer. The bill also approves the TIF Contract between the City and Prospect Village, LLC.

BACKGROUND
Prospect Village, LLC (the Developer) has proposed a redevelopment project called Prospect Village. The proposed project includes the use of tax increment financing and two community improvement districts to help fund the construction of an approximately 135,000 square foot indoor Sports Complex along with 2 adjacent artificial turf outdoor athletic fields, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet. In addition, after a future amendment to the TIF Plan following removal of a portion of the property from a FEMA designated floodplain, it is anticipated that approximately 375 multifamily housing units will be constructed. Improvements necessary to develop the project also include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Redevelopment Area has significant challenges related to its status as an environmental/super fund site, wetlands, and floodplain issues. The designation by the EPA as a super fund site in the

1990's was due to mining, milling and smelting operations on the property along with wood treatment/creosote operations that had occurred for approximately 150 years. The site also contains numerous abandoned mine shafts from mining operations over 100 years ago that will need to be remediated. A portion of the Redevelopment Area is currently located within a FEMA designated floodplain.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

The main provisions of the TIF Contract are as follows:

- Developer will utilize TIF revenues generated by the Project Areas to fund reimbursable project costs as set forth in the project budget including site improvements associated with a proposed major anchor store, retail, and hotel uses and costs associated with environmental cleanup/remediation.
- Provisions are included to address the use of local contractors/subcontractors on the construction of the project improvements.
- Provisions are included to address the acquisition of right-of-way required for the construction of a portion of the proposed Woodsonia Avenue. These provisions allow for the City to use its eminent domain power (if it chooses to do so) after good faith negotiations to acquire the necessary right of way.
- TIF Budget is detailed by Project Area.
- Savings within line items of the TIF Budget can be transferred to other line items, excluding soft cost line items, with limitations.
- Limitations on reimbursements between individual Project Areas.
- Interest on reimbursable project costs incurred is calculated at the rate charged to the Developer by its lender, not to exceed 7%.
- The term of the TIF is capped at 20 years for each Project Area rather than 23 years as allowed by the TIF statute.
- Maximum TIF Reimbursement Reduction provision states 10 years after the effective date of the Contract, City shall review actual costs incurred by and revenues generated to the Developer by the project. If the information indicates the Developer has exceeded a specified internal rate of return based on Baker Tilly's analysis of capitalization rates, the TIF reimbursement will be reduced to allow the taxing districts to benefit proportionally in the success of the project.
- The TIF development is limited to certain types of tenants unless City approval is granted. Approval is required for "fast food" restaurants, adult businesses, surplus or second-hand stores, auto repair businesses or lube shops, and a limited amount of square feet of non-sales tax generating businesses.
- Limitations are included on the protest of property taxes within portions of the TIF redevelopment area to help ensure projected property tax revenues generated by the projects are consistent with the projections included in the TIF Plan.

- Provisions are included to require full replacement value insurance is maintained on the private project improvements to ensure that in a casualty event, the improvements are

reconstructed or, if not, use of TIF revenues for any additional reimbursements is reduced or eliminated.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2025-501 ORDINANCE NO.

AN ORDINANCE approving the Prospect Village Tax Increment Financing Redevelopment Plan and Projects; establishing a redevelopment area and redevelopment project areas; designating Prospect Village, LLC, as the developer of Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6; approving a Tax Increment Financing Contract between the City of Joplin, Missouri and Prospect Village, LLC; and authorizing the City Manager to execute the Contract on behalf of the City of Joplin.

WHEREAS, the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted by Prospect Village, LLC (the "Developer") requesting that the City of Joplin (the "City") establish a tax increment financing district on approximately 89.37 acres generally located east of Geneva Avenue and south of 20th Street (the "Redevelopment Area") as specified in Exhibit 1 of the Redevelopment Plan (the "Redevelopment Area") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo 2000, as amended (the "Act"); and

WHEREAS, the Redevelopment Plan provides for the redevelopment of the Redevelopment Area in multiple projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 (the "Redevelopment Projects"); and

WHEREAS, pursuant to the Act, the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Redevelopment Plan to the City Council of the City of Joplin, Missouri (the "City Council); and

WHEREAS, the Joplin School District designated two representatives, Jasper County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and

WHEREAS, notice of a public hearing on December 12, 2024, before the Commission to discuss the proposed Redevelopment Plan and the Redevelopment Projects included therein, was provided in accordance with the provisions of the Act; and

WHEREAS, on December 12, 2024, the public hearing was opened and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan and Redevelopment Projects and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, closed the public hearing and voted to adopt resolutions recommending to the City Council that 1) the Redevelopment Area described in the Redevelopment Plan be designated as a blighted area; 2) specific statutory findings be made regarding the Redevelopment Plan; 3) the Redevelopment Plan and Redevelopment Projects included therein be approved; and 4) Prospect Village, LLC, be designated as the developer for the Redevelopment Projects; and

WHEREAS, the City and the Developer have reached agreement on the terms of a redevelopment

agreement in the form of a Tax Increment Financing Contract Between the City of Joplin, Missouri and Prospect Village, LLC for the Prospect Village Tax Increment Financing Redevelopment Plan and Projects (the "TIF Contract"); and

WHEREAS, on _____, 2025, the City Council considered the Redevelopment Plan and the recommendations of the Commission to approve the Redevelopment Plan and the Redevelopment Projects included therein, the designation of the Redevelopment Area, the designation of Developer as the developer for the Redevelopment Projects, and the TIF Contract; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendations of the Commission, desires to approve the Redevelopment Plan and the Redevelopment Projects included therein, designate the Redevelopment Area and Redevelopment Project Areas, designate Developer as the developer for the Redevelopment Projects, and approve the TIF Contract and authorize the City Manager to execute it on behalf of the City.

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

Section 1. That the Redevelopment Plan, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. That the tracts of land legally described in Exhibit 1 to the Redevelopment Plan are hereby designated as a Redevelopment Area and the Redevelopment Project Areas as set forth therein.

Section 3. That the City Council hereby finds that:

1) The Redevelopment Area on the whole is a blighted area as defined in the Act and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing pursuant to the Redevelopment Plan, and such fact is acknowledged on behalf of the Developer in an affidavit included in Exhibit 8 to the Redevelopment Plan. The areas selected for the Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements. The following factors, as further outlined in the Blight Study included in Exhibit 7 of the Redevelopment Plan, are found to exist

within the Redevelopment Area constituting an economic liability and a menace to the public health, safety, morals, or welfare based upon a predominance of the following:

a. Insanitary or unsafe conditions;

b. Deterioration of site improvements; and

c. The existence of conditions which endanger life or property by fire and other causes.

2) The Redevelopment Plan conforms to the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin, the comprehensive plan for the City as a whole.

3) The completion of the Redevelopment Projects included in the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs associated with the Redevelopment Projects will occur no later than twenty-three (23) years from the adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area. The completion of all projects included in the Redevelopment Plan and retirement of any obligations incurred to finance redevelopment project costs will occur no later than thirty-three (33) years from the adoption of the ordinance approving the Redevelopment Plan. No property for a project will be acquired by eminent domain later than five (5) years from the adoption of the ordinance approving the Redevelopment Project.

4) The Redevelopment Plan includes a plan for relocation assistance for businesses and residences located in the Redevelopment Area.

5) A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act. The analysis shows the impact on the economy if the Redevelopment Projects are not built, and are built pursuant to the Redevelopment Plan. The cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and sufficient information for the City Council to evaluate whether the Redevelopment Plan as proposed is financially feasible.

6) The Redevelopment Plan does not include the initial development or

development of any gambling establishment.

Section 4. That Developer is hereby designated as developer of the Redevelopment Projects.

Section 5. That the Tax Increment Financing Contract Between the City of Joplin, Missouri and Prospect Village, LLC for the Prospect Village Tax Increment Financing Redevelopment Plan and Projects is approved in substantially the form attached hereto as Exhibit B and the City Manager is authorized to execute said Contract on behalf of the City.

Section 6. The City Manager, City Clerk and any other appropriate City officials are hereby authorized to take any action as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments or other documents as may be necessary, desirable, convenient or proper to perform all matters herein authorized.

Section 7. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

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

_____, 2025, by a vote of _____.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

Prospect Village Tax Increment Financing Redevelopment Plan

[see attached]

Exhibit B

Tax Increment Financing Contract Between
the City of Joplin, Missouri and Prospect Village, LLC for the
Prospect Village Tax Increment Financing Redevelopment Plan and Projects

[see attached]

PROSPECT VILLAGE
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN

JOPLIN, MISSOURI

Submitted By

Prospect Village, LLC

Plan submitted to City Clerk on November 15, 2024.

TIF COMMISSION APPROVAL:

_____

DATE: RESOLUTION No.

CITY COUNCIL APPROVAL:

_____

DATE: ORDINANCE No.

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EXHIBITS

Exhibit 1: Legal Description of Redevelopment Area and Redevelopment Project Areas

Exhibit 2: Site Plan of Redevelopment Area and Redevelopment Project Areas

Exhibit 3: Estimated Redevelopment Costs

Exhibit 4: Sources and Uses of Funds

Exhibit 5: Estimated Annual Increases in Assessed Value and Resulting Payments in Lieu of Taxes and Projected Economic Activity Taxes

Exhibit 6: Evidence of Financing Commitment

Exhibit 7: Blight Study

Exhibit 8: Applicant Affidavit

Exhibit 9: Estimated Redevelopment Schedule

Exhibit 10: Relocation Assistance Plan

Exhibit 11: Cost-Benefit Analysis

I. TAX INCREMENT FINANCING

This Prospect Village Tax Increment Financing Redevelopment Plan ("Plan") is adopted pursuant to the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800 *et seq*., as amended ("Act"). The Act enables the City of Joplin, Missouri ("City") to finance Redevelopment Project Costs with the revenue generated from Payments in Lieu of Taxes and 50% of Economic Activity Taxes. All capitalized terms not otherwise defined in this Plan shall have the respective meanings ascribed to them under Section IX herein, "Definitions."

II. GENERAL DESCRIPTION OF PLAN AND PROJECT

A. Redevelopment Area. This Plan, submitted by Prospect Village LLC, ("Applicant"), provides for the redevelopment of property within the City, in Jasper County, Missouri ("Redevelopment Area"). The Redevelopment Area consists of approximately 89.37 acres of property generally located east of Geneva Avenue and south of 20th Street all as legally described on Exhibit 1, attached hereto, and as shown on the project boundary survey and site plan attached hereto in Exhibit 2.

B. Redevelopment Plan. The Applicant is excited to be able to present this Plan for consideration by the City. This Plan is a component of a much larger development proposed by the Applicant. The overall development concept which includes the Joplin Sports Complex, was previously presented to the City Council on May 20th of this year. The Plan provides for construction of a major anchor tenant and additional retail space totaling approximately 186,300 square feet. In addition, the new hotels and eventually, after a future amendment to the TIF Plan, approximately 375 multifamily housing units will be constructed. The Applicant believes that this Plan and the larger development will strengthen the Joplin retail/commercial trade area and continue the positive momentum created by the Applicant's 32nd Street Place development which brought Menards, B&B Movie Theaters and the Boulevard Apartments to the community. As in all projects of this nature, the proposed uses are subject to change, depending on the state of the economy and the needs of the City.

This is a unique Plan. Unlike the 32nd Street Place TIF Plan, it is not anticipated that TIF Revenues will be used to construct the public improvements required to facilitate and activate the proposed development.

The development site has significant challenges, but when addressed properly, will deliver to the City and region a unique development site that will further bolster the City's local economy. The challenges with the site are environmental / super fund site, wetlands, floodplain and ownership challenges. Being the site of a former brownfield, redevelopment will require compliance with strict protocols for reuse of the abandoned property. Under the supervision of qualified professionals, these protocols can be met. In addition to the brownfield designation from the operation of the former paper manufacturing facility, the site contains numerous abandoned mine shafts from mining operations over 100 years ago. Much like the property of the 32nd Street Place TIF, these abandoned mines can be remediated under the

supervision of qualified professionals. The final environmental challenge is the floodplain. It also can be addressed under the supervision of qualified professionals in coordination with appropriate regulatory bodies. As with any environmentally challenged property, compliance with state and federal environmental regulations will be strictly followed. The Applicant has assembled a team of highly skilled and highly qualified environmental professionals.

Once the environmental issues have been addressed, the Applicant proposes to construct the public improvements required for a development of this size. Those public improvements include streets, curbs, gutters and sidewalks sufficient to handle the flow of traffic anticipated to be generated by the sports complex, anchor user, apartments and other related commercial development. It will include relocation of a major gas line, construction of sanitary sewers, storm sewers and other utilities necessary to service the development.

The Plan contemplates successful formation of two community improvement districts. One of these community improvement districts will impose a one percent (1%) sales tax used to fund acquisition and construction of public infrastructure, site mitigation and cleanup, mass grading, property acquisition, demolition and other eligible costs. The second community improvement district will fund land acquisition and construction of the Joplin Sports Complex with a one percent (1%) sales tax.

Also, once the mass grading for the entire property is complete, a large portion currently within the floodplain will be eligible for removal from the FEMA floodplain maps. At that time, the Applicant will seek to amend the TIF Plan to include the apartments and associated amenities intended to be constructed as part of the overall development. Even though it is not currently a part of the TIF Plan, we have included the multifamily development in all of the Exhibits in order to provide a complete picture of the overall development. The Developer understands that when the FEMA maps are revised, it will have to prepare a specific amendment to the TIF Plan to approve certain developments in yet to be defined Project Areas tentatively referred to as Project Areas 1C, 3C, 4A and 4B. None of the floodplain property is currently within a designated Redevelopment Project Area.

As mentioned previously, the larger development will be funded by two separate community improvement districts, which will address those significant public improvements and construction of the Sports Complex. Without those community improvement districts, this Plan cannot succeed. With those community improvement districts, this Plan will address the community's desire to attract the major anchor user and bring a much desired sports complex to Joplin which will be managed by a professional company experienced in operating sports facilities such as this. The Joplin Sports Complex will be a regional draw for national, regional and local tournaments featuring boys and girls basketball, volleyball and other sports.

The Applicant is proposing to use TIF Revenue to incentivize an anchor user to locate in Joplin, as well as offset other approved development expenses. The incentive will underwrite the cost of the land, building construction and associated soft costs. The incentive will be designed with City input and will only be exercised with express City consent. The Plan proposes that this will be pay-as-you-go tax increment financing.

C. Redevelopment Projects. This Plan proposes to redevelop the Redevelopment Area and remediate its Blighting Factors by redeveloping the Redevelopment Area as separate Redevelopment Project Areas, with several sub project areas. In addition to what has previously been described, the Redevelopment will include all support facilities such as utilities, parking lots and storm water drainage and other infrastructure appurtenant to these improvements necessary to removing the Blighting factors described herein.

D. Redevelopment Plan Objectives. The general objectives of the Plan are:

1. To eliminate the blighting factors and other adverse conditions which are detrimental to public health, safety, or welfare in the Redevelopment Area, as identified in the Blight Study ("Blighting Factors"), and to eliminate and prevent the recurrence thereof for the betterment of the Redevelopment Area and the community at large;

2. To enhance the tax base of the City and the other Taxing Districts, and encourage private investment in the surrounding area;

3. To increase employment opportunities;

4. To stimulate construction and development and generate tax revenues, including, but not limited to, real estate tax revenues, sales tax revenues, personal property tax revenues, and utility tax revenues, all of which would not occur without Tax Increment Financing;

5. To improve public infrastructure to allow for this development;

6. To revitalize and increase the economic viability of the City by converting one of the most significant environmentally harmful properties in the City to a positive contributor to the economic and social well-being of the community.

7. To timely complete construction of the proposed improvements to enable early termination of tax increment financing of the Redevelopment Area, to the maximum extent possible.

III. FINANCING

This Plan proposes to make available (1) 100% of Payments in Lieu of Taxes, and (2) subject to constitutional and statutory limitations and annual appropriation, 50% of Economic Activity Taxes ("Allocated EATs") to pay for or reimburse Reimbursable Project Costs on an as-collected basis.

A. Estimated Redevelopment Project Costs. The total cost to implement the Redevelopment Project is projected to be approximately $307,310,843 as set forth in detail on Exhibit 3, including financing costs. As noted in Section II.B., Exhibit 3 includes costs, associated with Projects 1C, 3C, 4A and 4B which are anticipated to be included in the TIF Plan in the future through an amendment to the TIF Plan after property in those areas is removed from FEMA designated floodplains. The Plan proposes that approximately $38,025,000 in Reimbursable Project Costs, be reimbursed to the Redeveloper at the rate not to exceed 7.0% until fully reimbursed or 20 years, whichever occurs first.

B. Anticipated Sources of Funds.

This Plan proposes TIF Revenue will be generated by the Redevelopment Project and made available to fund $38,025,000 in Reimbursable Project Costs. The remainder of the cost associated with the construction of the Redevelopment Project, approximately $269,285,843, is to be paid by the Redeveloper selected to implement this Plan, through the use of community improvement districts, private debt and equity. Anticipated sources and available amounts of funds to pay Redevelopment Project Costs are shown on Exhibit 4.

1. Payments in Lieu of Taxes. Calculations of expected proceeds of Payments in Lieu of Taxes are based on current real property assessment formulas and current and anticipated real property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or classification. The estimated total Payments in Lieu of Taxes generated within the Redevelopment Area over the first 20 years of the Plan is $21,003,208 as shown on Exhibit 5, and are proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs. As noted in Section II.B., Exhibit 5 includes PILOTS associated with Projects 1C, 3C, 4A and 4B which are anticipated to be included in the TIF Plan in the future through an amendment to the TIF Plan after property in those areas is removed from FEMA designated floodplains.

2. Economic Activity Taxes. Allocated EATs over the duration of the Plan are projected to be $66,050,099 as shown in Exhibit 5, and proposed under this Plan to be made available upon annual appropriation for funding or reimbursement of Reimbursable Project Costs. As noted in Section II.B., Exhibit 5 includes EATS associated with Projects 1C, 3C, 4A and 4B which are anticipated to be included in the TIF Plan in the future through an

amendment to the TIF Plan after property in those areas is removed from FEMA designated floodplains.

IV. MOST RECENT EQUALIZED ASSESSED VALUATION

The total initial equalized assessed valuation of the Redevelopment Area according to current records at the County Assessor's Office is approximately $1,210,195.20. The current combined *ad valorem* real property tax levy that is allocated by Tax Increment Financing, and was used to project tax revenues, is $4.5844 per $100 assessed valuation on commercial land and improvements. The total *ad valorem* real property tax levy, including levies which are not allocated by Tax Increment Financing, is $5.6344 per $100 assessed valuation on commercial land and improvements.

The existing assessed value of an area within the Redevelopment Area selected for a Redevelopment Project (a "Redevelopment Project Area") will be determined in accordance with the Act when an Ordinance approving a specific Redevelopment Project and related Redevelopment Project Area is approved, and such assessed value shall become the certified "Total Initial Equalized Assessed Value." Payments in Lieu of Taxes measured by subsequent increases in real property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the Total Initial Equalized Assessed Value and deposited in the Special Allocation Fund earmarked for payment of Reimbursable Project Costs.

V. ESTIMATED EQUALIZED ASSESSED VALUATION AFTER REDEVELOPMENT

When a Redevelopment Project has been completed, the total assessed valuation of the applicable Redevelopment Project Area will be determined. Should the Redevelopment Projects be built in accordance with development plans as provided as part of this Plan, the future equalized assessed value for the Redevelopment Project Areas will total approximately $21,367,562. Therefore, the future increase in equalized assessed value for the Redevelopment Areas due to the redevelopment will total approximately $20,158,854. Calculations showing increase in annual assessed valuation and the resulting Payments in Lieu of Taxes available to fund or reimburse Reimbursable Project Costs are shown in Exhibit 5.

VI. GENERAL LAND USE & DESIGN CRITERIA

A. General Land Use. The use of this Property will be commercial as shown on the Site Plan attached as Exhibit 2 to this Plan. The Redevelopment Projects shall be subject to the applicable provisions of the City's Zoning Ordinance as well as other codes and ordinances as may be amended from time to time.

B. Design Controls. The following design controls shall apply to the Redevelopment Plan:

1. General. The redevelopment of this Property will incorporate a consistent design throughout the Development.

2. Parking. Parking areas shall be designed with careful regard given to orderly arrangement, landscaping, ease of access, and as an integral part of the total site design.

C. Provision of Public Facilities. Adequate public facilities and utilities will be assured to service the entire Redevelopment Area.

VII. PROVISIONS FOR AMENDING THE PLAN

This Redevelopment Plan and the Redevelopment Projects may be amended pursuant to the provisions of the Act, provided that, in the event that there are minor inaccuracies contained within this Redevelopment Plan or any Exhibit attached hereto, and such inaccuracies do not materially alter the substance of the Redevelopment Plan or a Redevelopment Project, the City Council hereby authorizes the City Staff to approve and correct such inaccuracies and to execute any required instruments and to make and incorporate such corrections to this Redevelopment Plan or any Exhibit attached hereto.

VIII. REQUIRED STATUTORY FINDINGS

A. Existing Conditions in Redevelopment Area.

1. Blighting Factors.

A redevelopment area must be found to be either a blighted area, a conservation area, or an economic development area in order to qualify for Tax Increment Financing. To qualify as a blighted area, one or more of the three blighting factors set forth in R.S.Mo. § 99.805(1) must be present in the redevelopment area, and as a result of the predominance of such factor or any combination of the factors, the area retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

The Applicant requests that the City Council find that the Prospect Village Redevelopment Area as a whole is a blighted area, as set forth in detail in the Blight Determination in Exhibit 7.

2. Determination of Blight – Affidavit.

Attached hereto as Exhibit 8 is an affidavit, signed by the Applicant attesting that the provisions of Section 99.810.1(1), R.S.Mo. have been met, including that: (i) the Redevelopment Area is a Blighted Area; (ii) the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of Tax Increment Financing; (iii) the Redevelopment Area will not be used solely for the development of commercial business that will unfairly compete for the bad economy; and (iv) the Redevelopment Projects are in the public interest because they will increase employment and enhance the tax base of the City. Additional evidence that the Redevelopment Area has not been subject to growth and development through investment by private enterprise is found in the Blight Determination attached hereto as Exhibit 7.

B. Expectations for Development – "But-For Test". The Redevelopment Area has not been subject to growth and development by private enterprise and would not reasonably be anticipated to be redeveloped without the adoption of the Plan. The extraordinary costs associated with curing the Blighting Factors make the redevelopment of this property not economically viable if fully borne solely by the Applicant. Providing Tax Increment Financing assistance for this project allows the Applicant to remediate this blight.

C. Conforms to Comprehensive Plan of City. The Plan is consistent with and conforms to the City Comprehensive Plan.

D. Date to Adopt Redevelopment Project. In no event shall any Ordinance approving a Redevelopment Project Area be adopted later than ten (10) years from the adoption of the Ordinance approving this Plan.

E. Date to Complete Redevelopment. The redevelopment of Redevelopment Project Area 1A is projected to be completed by 2034, Project Area 1B is projected to be completed by 2034, Project Area 2 is projected to be completed by 2028, Project Area 3A is projected to be completed by 2034, Project Area 3B is projected to be completed by 2034. Project Area 5 is projected to be completed by 2032, and Project Area 6 is projected to be completed by 2028. The actual completion dates will be based upon market conditions. The estimated redevelopment schedule is attached hereto at Exhibit 9. Subject to the terms of the Redevelopment Agreement, failure of the Applicant to cause the completion of the Redevelopment Projects within ten (10) years from the adoption of the ordinance approving the Plan shall be deemed sufficient cause for the City Council to notify the Applicant to appear before it and show cause why the Plan and Redevelopment Project should not be deemed voidable.

F. Date to Retire Obligations. The completion of the Redevelopment Project and retirement of Obligations, if any, incurred to finance Reimbursable Project Costs is

projected to occur no later than twenty (20) years from the adoption of the Ordinance approving each Redevelopment Project. The Applicant is not requesting the City to issue Obligations.

G. Acquisition by Eminent Domain, Land Acquisition. The Applicant owns or controls all of the necessary real property within the Redevelopment Area to construct the improvements, but does not own or control all of the property required to construct the new public street. The Application may request that the City acquire temporary and permanent rights-of-way that the Applicant cannot acquire privately. No property for the Redevelopment Project shall be acquired by eminent domain later than five (5) years from adoption of the ordinance approving such Redevelopment Project.

H. Relocation Assistance and Displaced Occupants and Businesses. Applicant will adhere to the Relocation Assistance program detailed in Exhibit 10.

I. Cost-Benefit Analysis. A cost-benefit analysis, attached hereto at Exhibit 11 ("Cost-Benefit Analysis") has been prepared for the Plan. As noted in Section II.B., Exhibit 11 includes projections associated with Projects 1C, 3C, 4A and 4B which are anticipated to be included in the TIF Plan in the future through an amendment to the TIF Plan after property in those areas is removed from FEMA designated floodplains. This analysis and other evidence submitted to the City: (i) show the economic impact of the Plan on every affected Taxing District which is at least partially within the boundaries of the Redevelopment Area; (ii) show the impact on the economy if the Redevelopment Projects are not built and is built pursuant to the Plan; (iii) include a fiscal impact study on every affected political subdivision; and (iv) include sufficient information for the City to evaluate whether the Redevelopment Projects as proposed are financially feasible.

As shown on the Cost-Benefit Analysis attached hereto as Exhibit 11, over the duration of the Plan the Taxing Districts which levy property within the Redevelopment Area will enjoy an increase in tax revenues of approximately $155,832,941 resulting from increases to real property values, personal property values, sales tax revenues and hotel rental rates, as compared against such revenues should the Plan not occur. These additional tax revenues will allow these districts to provide additional services and better serve their constituents. Additionally, the community will benefit from the Plan's amelioration of Blighting Factors presently infecting the Redevelopment Area, and from the increase in employment opportunities anticipated upon implementation of this Plan.

J. Gambling Establishment. The Plan does not include the initial development or redevelopment of any Gambling Establishment.

K. Requests for Proposals. Pursuant to R.S.Mo. § 99.820.1(3), the Commission has established written procedures relating to bids and proposals for implementation of redevelopment projects ("Procedures"), which Procedures for obtaining such bids and proposals provide a reasonable opportunity for any person to submit alternative

proposals or bids. Pursuant to the Procedures, the Commission shall request proposals for the redevelopment of the Redevelopment Area. The proposal which in the opinion of the Commission will best implement the intent of this Plan shall become a part of this Plan and shall be recommended along with the Plan to the City Council. One or more developers will be selected by the City Council to implement this Plan ("Redeveloper"). If a Redeveloper is selected who does not now own the real property within the Redevelopment Area, such Redeveloper will be required to enter into an agreement with the City whereby the Redeveloper will agree to provide the funds necessary for the acquisition of the property either by purchase or eminent domain. This Plan as submitted is the proposal of the Applicant.

IX. DEFINITIONS

As used in this Plan, the following terms shall have these meanings:

A. "Act" means the Real Property Tax Increment Allocation Redevelopment Act, R.S.Mo. §§ 99.800, *et seq*., as amended.

B. "Allocated EATs" means that 50% of EATs which are automatically allocated and deposited into the Special Allocation Fund as a result of Tax Increment Financing.

C. "Applicant" means Prospect Village LLC, a limited liability company.

D. "Blighted Area" means an area which, by reason of the predominance of unsanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

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

F. "City Council" means the governing body of the City.

G. "Commission" means the Tax Increment Financing Commission of the City.

H. "County" means Jasper County, Missouri.

I. "Economic Activity Taxes" or "EATs" mean the total additional revenue from taxes which are imposed by the City, County and other Taxing Districts, and which are generated by economic activities within the Redevelopment Project Area over the amount of such taxes generated by economic activities within such Redevelopment Project Area in the calendar year prior to the adoption of the Ordinance designating such Redevelopment Project Area, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to R.S.Mo. § 70.500, taxes levied for the purpose of public

transportation pursuant to R.S.Mo. § 94.660, licenses, fees or special assessments other than Payments in Lieu of Taxes and interest and penalties thereon. If a retail establishment relocates within one (1) year from one facility to another facility within the same County and the City Council finds that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the Economic Activity Taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by the City, County or other Taxing Districts over the amount of Economic Activity Taxes generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

J. "Gambling Establishment" means an excursion gambling boat as defined in R.S.Mo. § 313.800, and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in R.S.Mo. §§ 313.800 to 313.850.

K. "Obligations" mean bonds, loans, debentures, notes, special certificates or other evidence of indebtedness issued by the City, or by any other appropriate issuer, approved by the City, to pay or reimburse all or any portion of the Redevelopment Project Costs or to otherwise carry out a Redevelopment Project or to fund outstanding obligations.

L. "Ordinance" means an ordinance enacted by the City Council.

M. "Payment in Lieu of Taxes" mean those estimated revenues from real property in the area selected for a Redevelopment Project, which revenues according to the Redevelopment Project or Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of R.S.Mo. § 99.850. Payments in Lieu of Taxes whichh are due, and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in R.S.Mo. § 88.861.

N. "Redeveloper" means the business organization or other entity selected by the City to implement the Plan or the Redevelopment Project.

O. "Redevelopment Agreement" means the agreement between the City and Redeveloper for the implementation of this Plan.

P. "Redevelopment Area" means the real property legally described on Exhibit 1.

Q. "Redevelopment Plan" or "Plan" means this Prospect Village Tax Increment Financing Redevelopment Plan.

R. "Redevelopment Project" means any development project located within the Redevelopment Area that is in furtherance of the objectives of the Plan and that is approved pursuant to the Act and as described in greater detail in Section II.C. of this Plan.

S. "Redevelopment Project Area" means the area selected and approved pursuant to the Act for a specific Redevelopment Project.

T. "Redevelopment Project Costs" means the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Plan and/or a Redevelopment Project, as applicable. Such costs include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;

2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except for the reasonable costs incurred by the City established in R.S.Mo. § 99.820, for the administration of R.S.Mo. §§ 99.800 to 99.865, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Plan or a Redevelopment Project;

3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

5. Cost of construction of public works or improvements;

6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of any Redevelopment Project for which such Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto, all in accordance with the Redevelopment Agreement;

7. All or a portion of a Taxing District's Capital Costs resulting from a Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Plan and Redevelopment Project, to the extent the City by written agreement accepts and approves such costs;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

9. Payments in Lieu of Taxes.

U. "Reimbursable Project Costs" means those Redevelopment Project Costs eligible for payment or reimbursement from TIF Revenue as identified in Exhibit 3.

V. "Special Allocation Fund" means the fund maintained by the City, which contains at least two (2) separate segregated accounts for the Plan, maintained by the treasurer of the City into which Payments in Lieu of Taxes are deposited in one account and 50% of Economic Activity Taxes are deposited in another account.

W. "State" means the State of Missouri.

X. "Tax Increment Financing" means tax increment allocation financing as provided pursuant to the Act.

Y. "Taxing Districts" mean any political subdivision of Missouri with the power to levy taxes within the Redevelopment Area.

Z. "TIF Revenue" means Payments in Lieu of Taxes and Allocated EATs.

AA. "Prospect Village TIF Redevelopment Area" means the redevelopment area as described in the Prospect Village, LLC Tax Increment Financing Redevelopment Plan.

[Remainder of this page left intentionally blank. Plan Exhibits immediately follow]

EXHIBIT 1

LEGAL DESCRIPTION

ENTIRE REDEVELOPMENT AREA AND

REDEVELOPMENT PROJECT AREAS

TIF OVERALL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7 AND THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 1194.06 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE NORTH 01°35'38" EAST, 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 261.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°35'10" WEST, 217.84 FEET TO THE NORTHEAST CORNER OF LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14 IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE; THENCE SOUTH 01°35'10" WEST, 267.25 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE SOUTH 43°47'14" EAST, 54.25 FEET ALONG SAID EAST LINE OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 3, SAID POINT BEING ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2453, PAGE 20 IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE SOUTH 43°19'07" EAST, 9.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°30'33" EAST, 539.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°55'36" EAST, 449.98 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 20TH STREET, ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2452, PAGE 413; THENCE ALONG THE NORTH LINE OF SAID TRACT AND THE SOUTH RIGHT OF WAY OF 20TH STREET SOUTH 88°28'37" EAST, 368.29 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 81°14'25" EAST, 112.07 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1419.94 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE

PROJECTION OF AND THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2489, PAGE 263 NORTH 88°30'48" WEST, 287.73 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT BEING ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 2070, PAGE 952; THENCE ALONG THE EAST LINE OF SAID TRACT SOUTH 01°38'06" WEST, 506.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°28'35" WEST, 607.05 FEET; THENCE NORTH 44°04'42" WEST, 21.24 FEET ALONG SAID SOUTH LINE OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE SOUTH 01°33'57" WEST, 14.96 FEET; THENCE NORTH 88°30'06" WEST, 279.00 FEET; THENCE SOUTH 01°31'17" WEST, 242.63 FEET; THENCE SOUTH 13°47'00" WEST, 535.00 FEET; THENCE SOUTH 67°20'48" WEST, 568.09 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1300, PAGE 16; THENCE ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 88°17'14" WEST, 754.77 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°15'29" EAST, 234.61 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 89°45'46" EAST, 131.62 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2667, PAGE 87; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°19'06" EAST, 354.33 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID TRACT AND ALONG THE EASTERLY LINES OF THE FOLLOWING TRACTS DESCRIBED IN BOOK 2669, PAGE 171, BOOK 2675, PAGE 282, BOOK 2345, PAGE 2326 NORTH 01°45'27" EAST, 665.11 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 2345, PAGE 2326; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°14'49" WEST, 3.09 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2208, PAGE 753; THENCE LEAVING SAID NORTH LINE OF SAID TRACT AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°30'18" EAST, 155.96 FEET ALONG SAID EAST LINE; THENCE NORTH 10°02'57" WEST, 96.77 FEET ALONG SAID EAST LINE, SAID POINT BEING ON THE WEST RIGHT OF WAY OF GENEVA AVENUE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°30'18" EAST, 507.40 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°30'53" EAST, 594.43 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE PROJECTION OF AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1629, PAGE 2218 SOUTH 88°30'31" EAST, 263.58 FEET TO THE NORTHEAST CORNER THEREOF; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES OF SAID TRACT THE FOLLOWING NINE CALLS: SOUTH 01°40'31" WEST, 64.47 FEET; THENCE NORTH 87°12'37" WEST, 2.19 FEET; THENCE SOUTH 02°18'53"WEST, 65.33 FEET; THENCE SOUTH 87°21'07" EAST, 4.09 FEET; THENCE SOUTH 02°25'15" WEST, 31.94 FEET; THENCE NORTH 88°35'53" WEST, 8.87 FEET; THENCE SOUTH 01°24'39" WEST, 31.15 FEET; THENCE SOUTH 88°27'34" EAST, 4.27 FEET; THENCE SOUTH 01°30'38" WEST, 135.52 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2535, PAGE 213; THENCE ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING THREE CALLS: SOUTH 88°29'27" EAST, 71.14 FEET; THENCE NORTH 55°31'54" EAST, 135.43 FEET; THENCE SOUTH 89°25'17" EAST, 302.05 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE

OF SAID TRACT NORTH 12°59'28" EAST, 248.52 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE EAST LINE OF LOT 1 IN AFORESAID FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14; THENCE ALONG SAID EAST LINE NORTH 12°59'28" EAST, 8.02 FEET; THENCE CONTINUING ALONG SAID EAST LINE NORTH 01°35'18" EAST, 196.78 FEET TO THE SOUTHWEST CORNER OF LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14; THENCE ALONG THE WEST LINE OF SAID LOT 3 NORTH 01°35'38" EAST, 299.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01°35'38" EAST, 194.88 FEET TO THE POINT OF BEGINNING. CONTAINING 89.37 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

REDEVELOPMENT PROJECT AREA 1A
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL WEST HALF OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST,479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST 664.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°27'45" EAST, 343.88 FEET; THENCE SOUTH 02°39'38" EAST, 46.12 FEET; THENCE SOUTH 64°56'12" EAST, 143.19 FEET; THENCE SOUTH 85°35'57" EAST, 363.52 FEET; THENCE SOUTH 01°31'17" WEST, 121.31 FEET; THENCE SOUTH 13°47'00" WEST, 535.00 FEET; THENCE NORTH 88°30'00" WEST, 727.74 FEET; THENCE NORTH 01°30'18" EAST, 765.93 FEET TO THE POINT OF BEGINNING. CONTAINING 12.95 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 1B
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST 1430.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'00" EAST, 727.74 FEET; THENCE SOUTH 67°20'48" WEST, 568.09 FEET; THENCE NORTH 88°17'14" WEST, 629.68 FEET; THENCE NORTH 01°42'45" EAST, 113.03 FEET; THENCE SOUTH 88°19'06" EAST. 354.33 FEET; THENCE SOUTH 01°39'15" WEST, 6.73 FEET; THENCE SOUTH 88°30'00" EAST, 60.48 FEET TO THE POINT OF BEGINNING. CONTAINING 4.76 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 2
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°57'13" WEST, 50.01 FEET; THENCE SOUTH 88°28'37" EAST, 368.31 FEET; THENCE SOUTH 43°22'41" EAST, 70.51 FEET; THENCE SOUTH 01°55'36" WEST, 362.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°55'36" WEST, 873.18 FEET; THENCE SOUTH 81°32'41" WEST, 158.44 FEET; THENCE SOUTH 59°53'55" WEST, 109.56 FEET; THENCE SOUTH 52°36'45" WEST,142.93 FEET; THENCE SOUTH 00°43'10" EAST, 56.61 FEET; THENCE SOUTH 51°08'00" WEST, 67.87 FEET; THENCE SOUTH 83°21'39" WEST, 162.03 FEET; THENCE NORTH 62°58'10" WEST, 47.15 FEET; THENCE NORTH 01°57'50" WEST, 108.52 FEET; THENCE NORTH 56°33'35" EAST, 62.32 FEET; THENCE NORTH 29°18'01" EAST, 34.45 FEET; THENCE NORTH 75°24'14" WEST, 174.63 FEET; THENCE NORTH 87°27'23" WEST, 158.97 FEET; THENCE NORTH 01°26'52" EAST, 486.87 FEET; THENCE NORTH 55°34'29" WEST, 48.57 FEET; THENCE NORTH 81°07'38" EAST, 81.55 FEET; THENCE NORTH 02°53'21" EAST, 58.94 FEET; THENCE NORTH 22°10'34" WEST, 33.35 FEET; THENCE NORTH 44°26'57" WEST, 19.32 FEET; THENCE NORTH 22°41'26" EAST, 12.98 FEET; THENCE NORTH 84°11'47" EAST, 241.23 FEET; THENCE 57.43 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 365.30 FEET, A CHORD DIRECTION OF NORTH 78°32'35" EAST, A CHORD DISTANCE OF 57.37 FEET; THENCE NORTH 77°46'13" EAST, 133.66 FEET; THENCE 165.88 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 125.01 FEET, A CHORD DIRECTION OF NORTH 39°45'21" EAST, A CHORD DISTANCE OF 153.98 FEET; THENCE NORTH 03°04'18" WEST, 23.95 FEET; THENCE 116.86 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 78.70 FEET, A CHORD DIRECTION OF NORTH 47°52'37" EAST, A CHORD DISTANCE OF 106.41 FEET; THENCE SOUTH 88°28'37" EAST, 263.49 FEET; THENCE SOUTH 76°12'41" EAST, 11.44 FEET TO THE POINT OF BEGINNING. CONTAINING 17.09 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 3A
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55'36" WEST, 50.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°28'37" EAST, 206.54 FEET; THENCE SOUTH 01°31'23" WEST, 349.99 FEET; THENCE NORTH 88°28'37" WEST, 209.01 FEET; THENCE NORTH 01°55'36" EAST, 350.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.67 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 3B
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55'36" WEST, 50.01 FEET; THENCE SOUTH 88°28'37" EAST, 206.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°28'37" EAST, 161.74 FEET; THENCE SOUTH 43°22'41" EAST, 70.51 FEET; THENCE SOUTH 01°55'36" WEST, 300.05 FEET; THENCE NORTH 88°28'37" WEST, 209.40 FEET; THENCE NORTH 01°31'23" EAST, 349.99 FEET TO THE POINT OF BEGINNING. CONTAINING 1.66 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 5
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST, 6.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54°00'07" EAST, 5.33 FEET; THENCE NORTH 61°29'55" EAST, 77.23 FEET; THENCE SOUTH 72°57'31" EAST, 62.01 FEET; THENCE SOUTH 34°52'44" EAST, 115.15 FEET; THENCE SOUTH 23°43'27" EAST, 247.63 FEET; THENCE SOUTH 50°25'51" EAST, 139.91 FEET; THENCE SOUTH 78°25'46" WEST, 37.81 FEET; THENCE SOUTH 40°10'32" WEST, 78.62 FEET; THENCE SOUTH 55°41'31" WEST, 48.90 FEET; THENCE 124.59 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 218.85 FEET, A CHORD DIRECTION OF SOUTH 74°12'58" WEST, A CHORD DISTANCE OF 122.92 FEET; THENCE NORTH 89°38'19" WEST, 172.07 FEET; THENCE NORTH 01°30'18" EAST, 522.48 FEET TO THE POINT OF BEGINNING. CONTAINING 3.36 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 6
LEGAL DESCRIPTION

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 698.31 FEET; THENCE SOUTH 88°30'31" EAST, 46.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°30'31" EAST, 136.74 FEET; THENCE SOUTH 01°40'31" WEST, 64.47 FEET; THENCE NORTH 87°12'37" WEST, 2.19 FEET; THENCE SOUTH 02°18'53" WEST, 65.33 FEET; THENCE SOUTH 87°21'07" EAST, 4.09 FEET; THENCE SOUTH 02°25'15" WEST, 31.94 FEET; THENCE NORTH 88°35'53" WEST, 8.87 FEET; THENCE SOUTH 01°24'39" WEST, 31.15 FEET; THENCE SOUTH 88°27'34" EAST, 4.27 FEET; THENCE SOUTH 01°30'38" WEST, 135.52 FEET; THENCE NORTH 88°29'27" WEST, 42.87 FEET; THENCE NORTH 63°41'36" WEST, 33.30 FEET; THENCE NORTH 05°01'08" WEST, 190.61 FEET; THENCE NORTH 15°16'11" WEST, 130.62 FEET TO THE POINT OF BEGINNING. CONTAINING 0.72 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

EXHIBIT 2

SITE PLAN OF REDEVELOPMENT AREA AND

REDEVELOPMENT PLAN AREAS

SEE ATTACHED

GRAPHIC SCALE

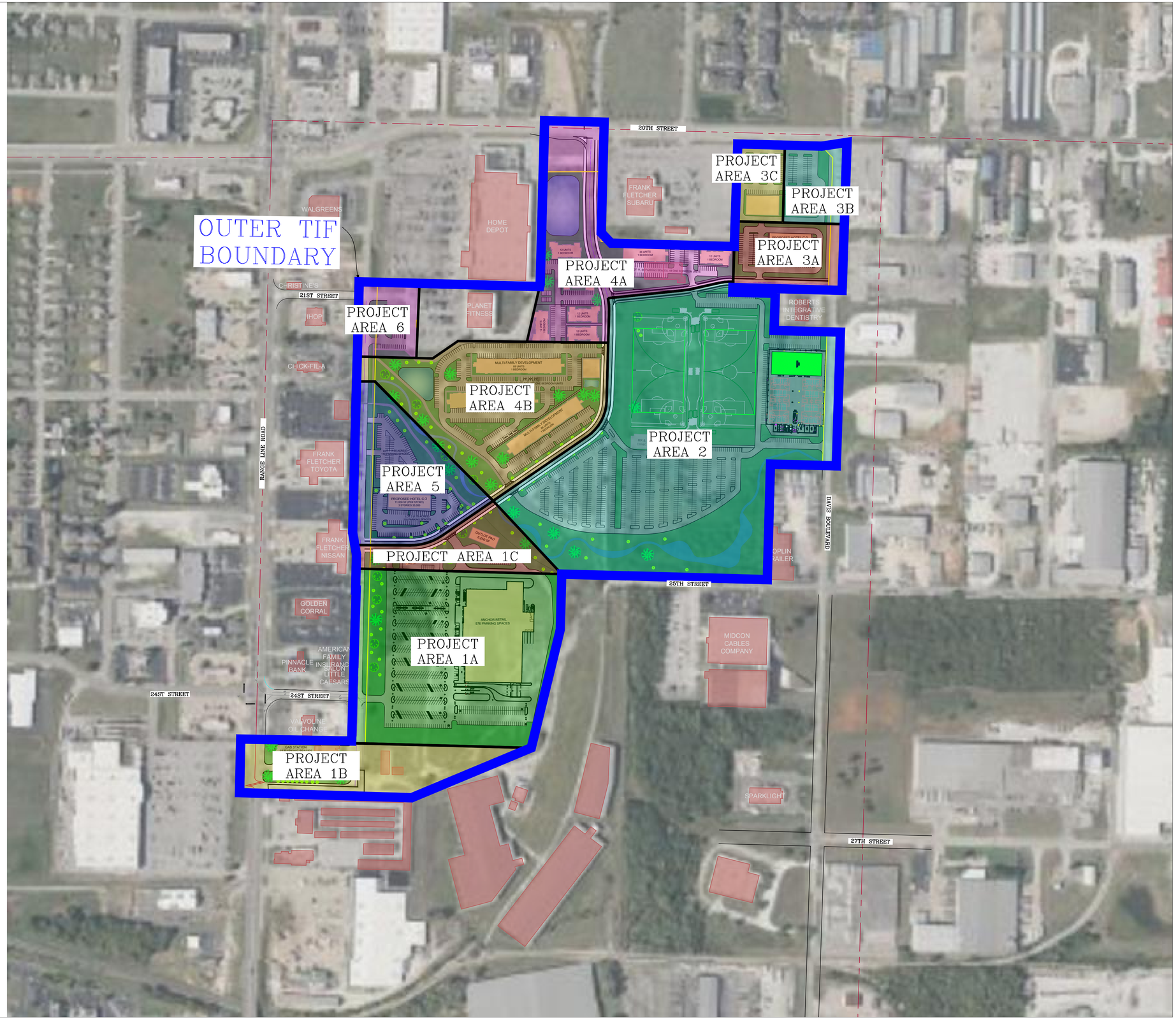
200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

TIF BOUNDARY



OWN

Engineering beyond.™

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Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

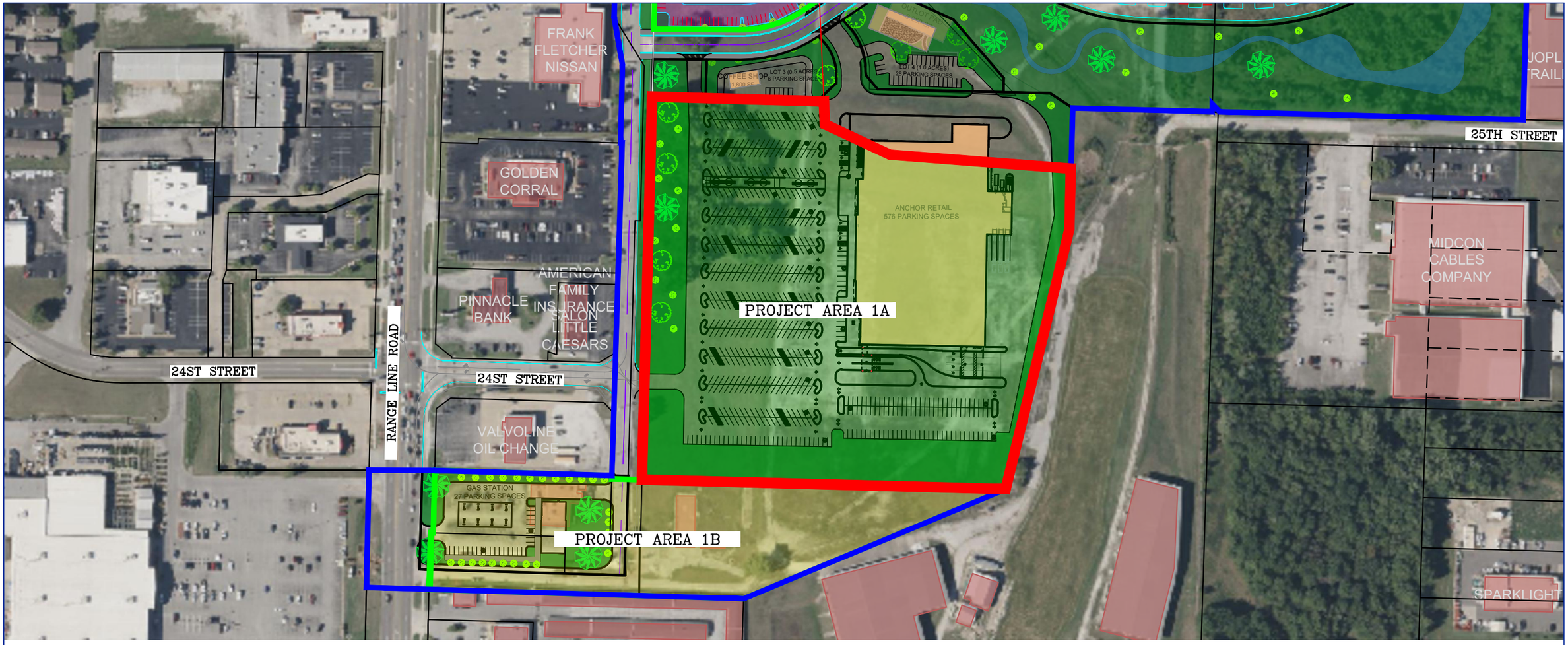
A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1



LEGEND

TIF BOUNDARY

PROJECT AREA BOUNDARY

GRAPHIC SCALE

200 0 100 200

(IN FEET)

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GRID

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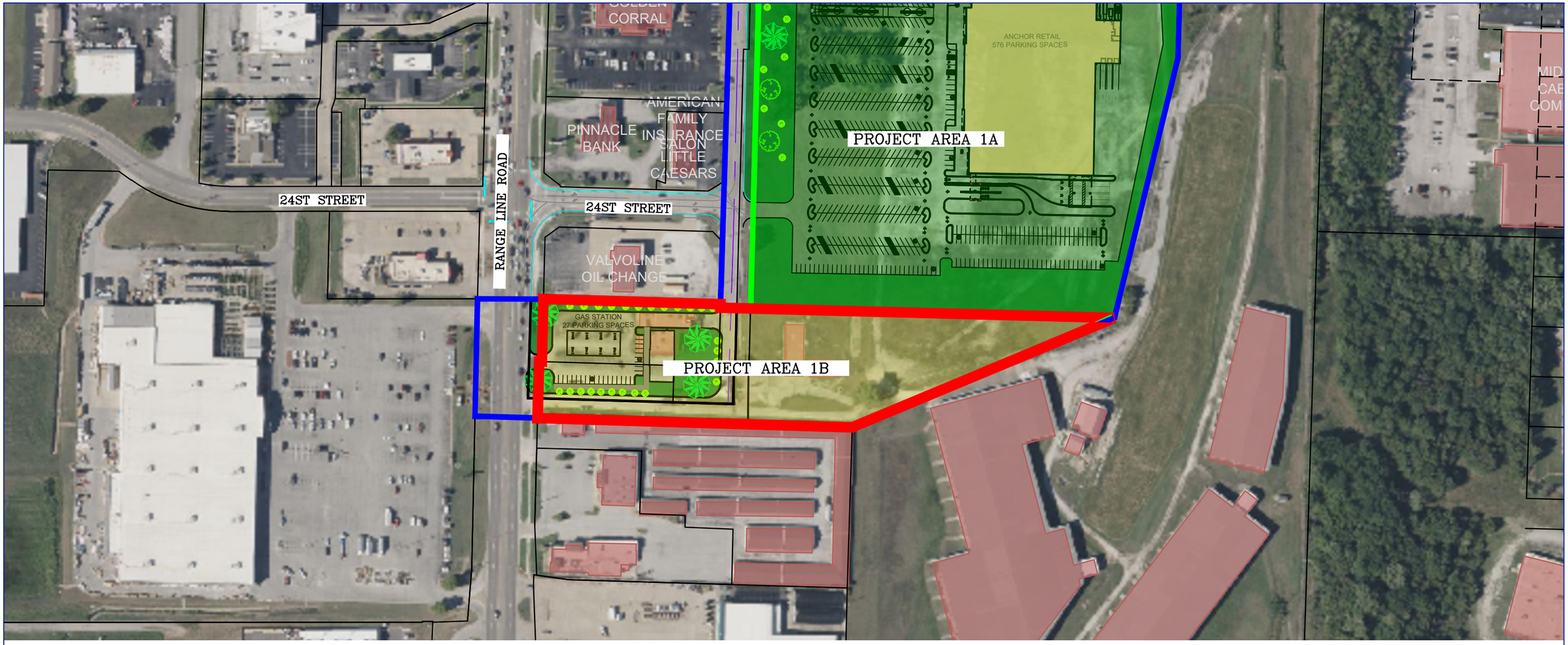
TIF PROJECT AREA
EXHIBIT - PROJECT AREA 1A

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:



LEGEND

TIF BOUNDARY

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TIF PROJECT AREA
EXHIBIT - PROJECT AREA 1B

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
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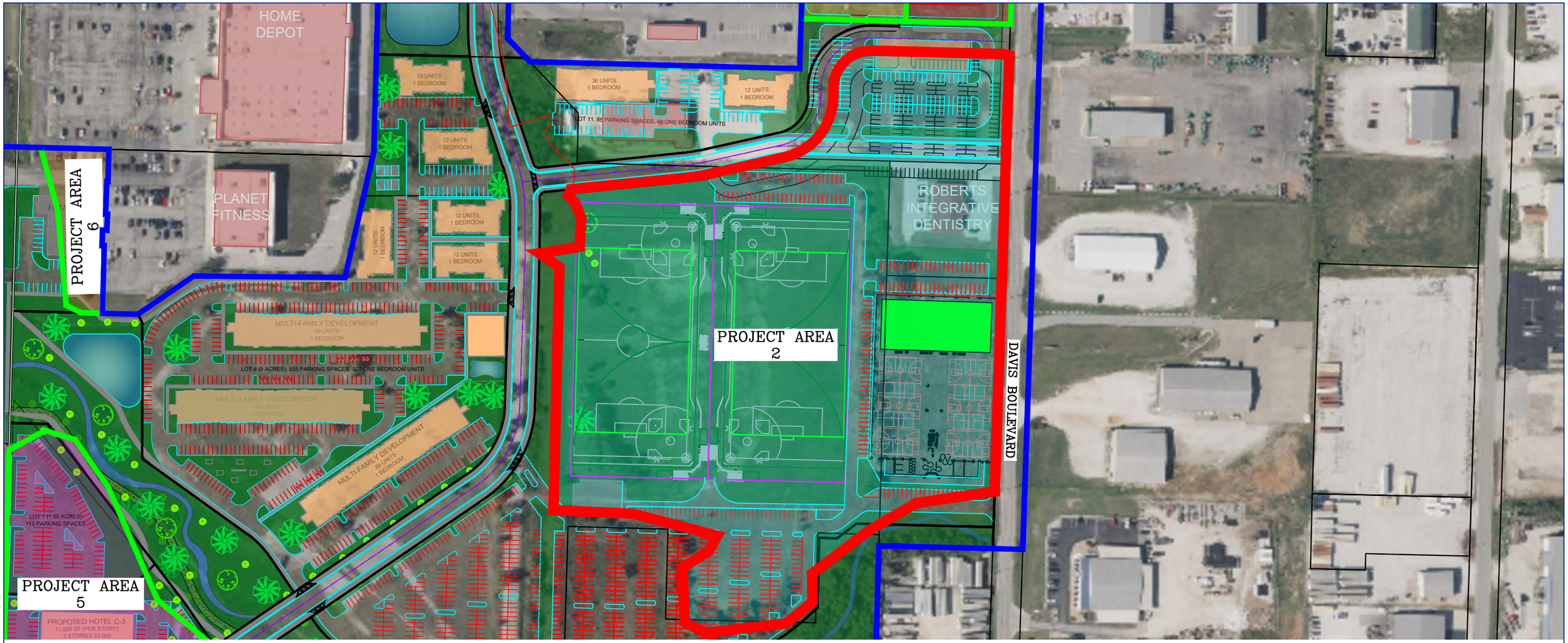

LEGEND

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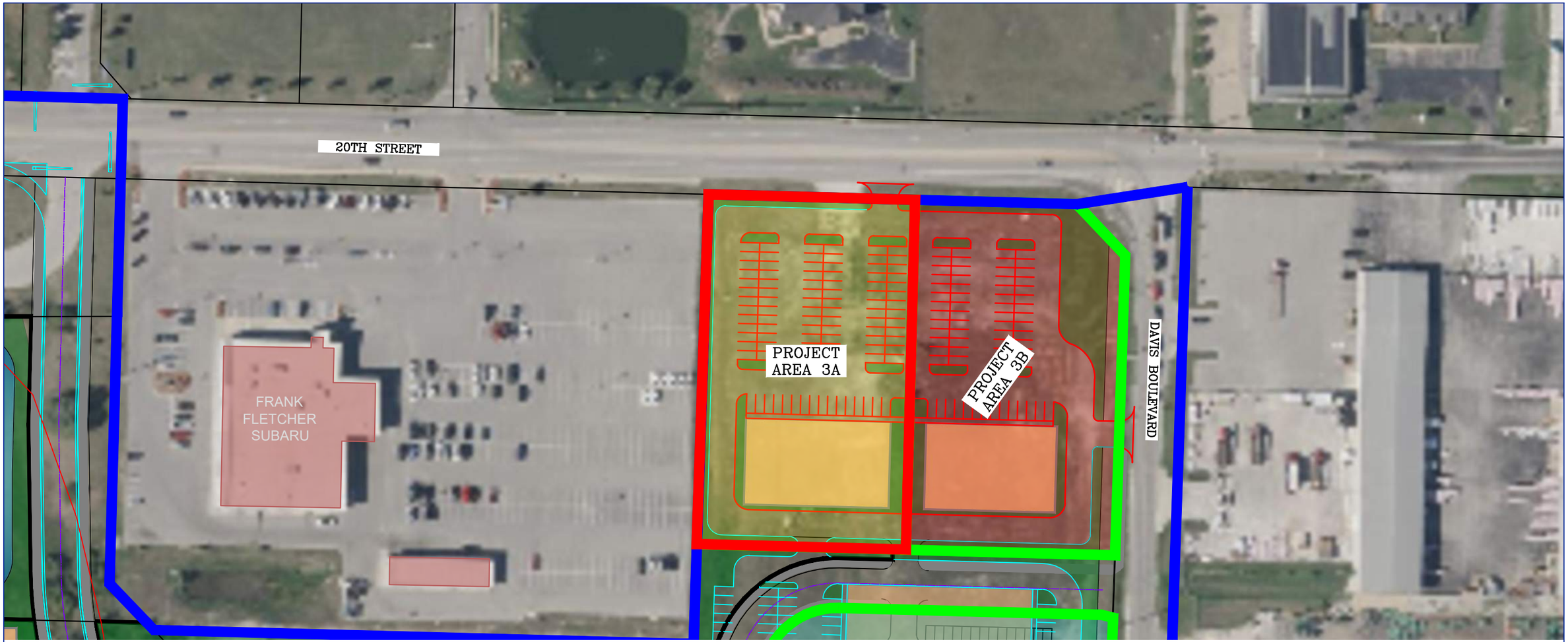
WOODSONINA, LLC.

TIF PROJECT AREA
EXHIBIT - PROJECT AREA 2

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:



LEGEND

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PROJECT AREA BOUNDARY

GRAPHIC SCALE

100 0 50 100

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GRID

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TIF PROJECT AREA
EXHIBIT - PROJECT AREA 3A

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

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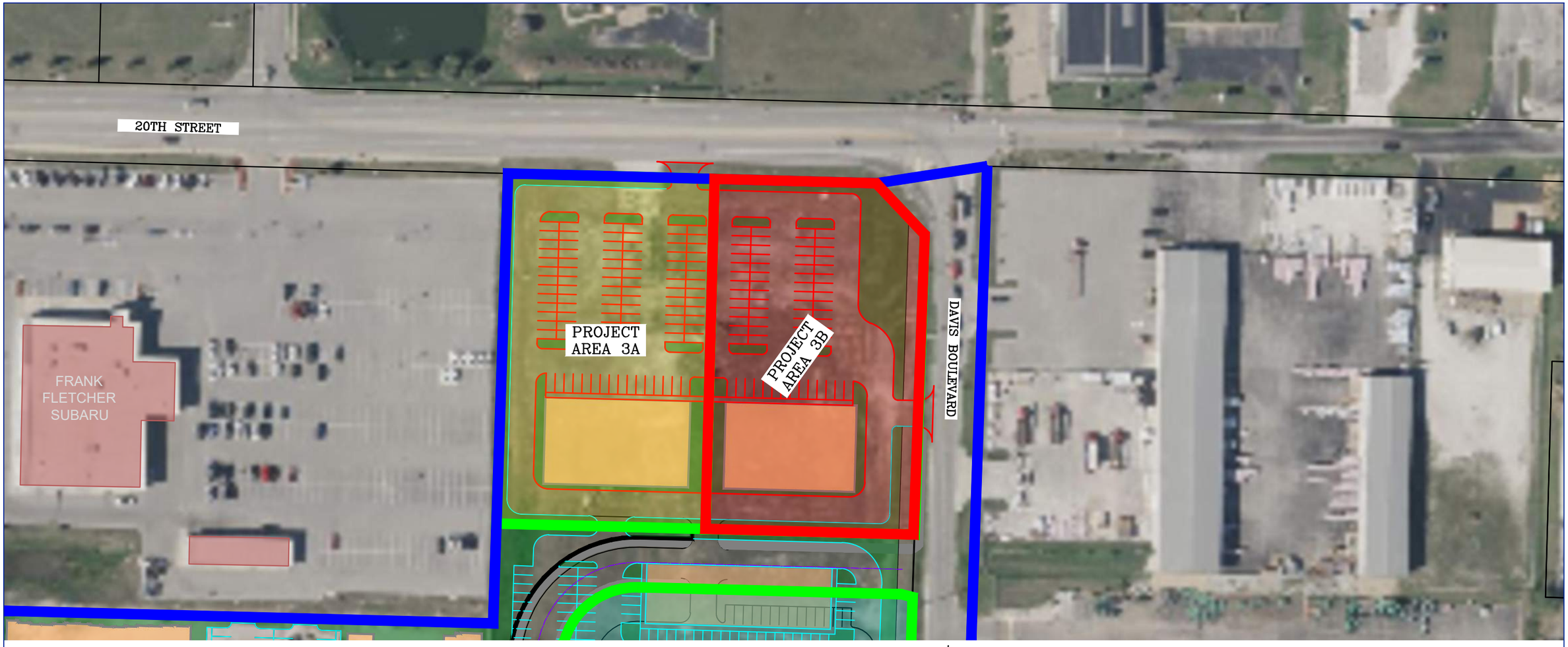
DATE: 09/03/2024	FIELD BK:



LEGEND

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GRAPHIC SCALE

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TIF PROJECT AREA
EXHIBIT - PROJECT AREA 3B

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
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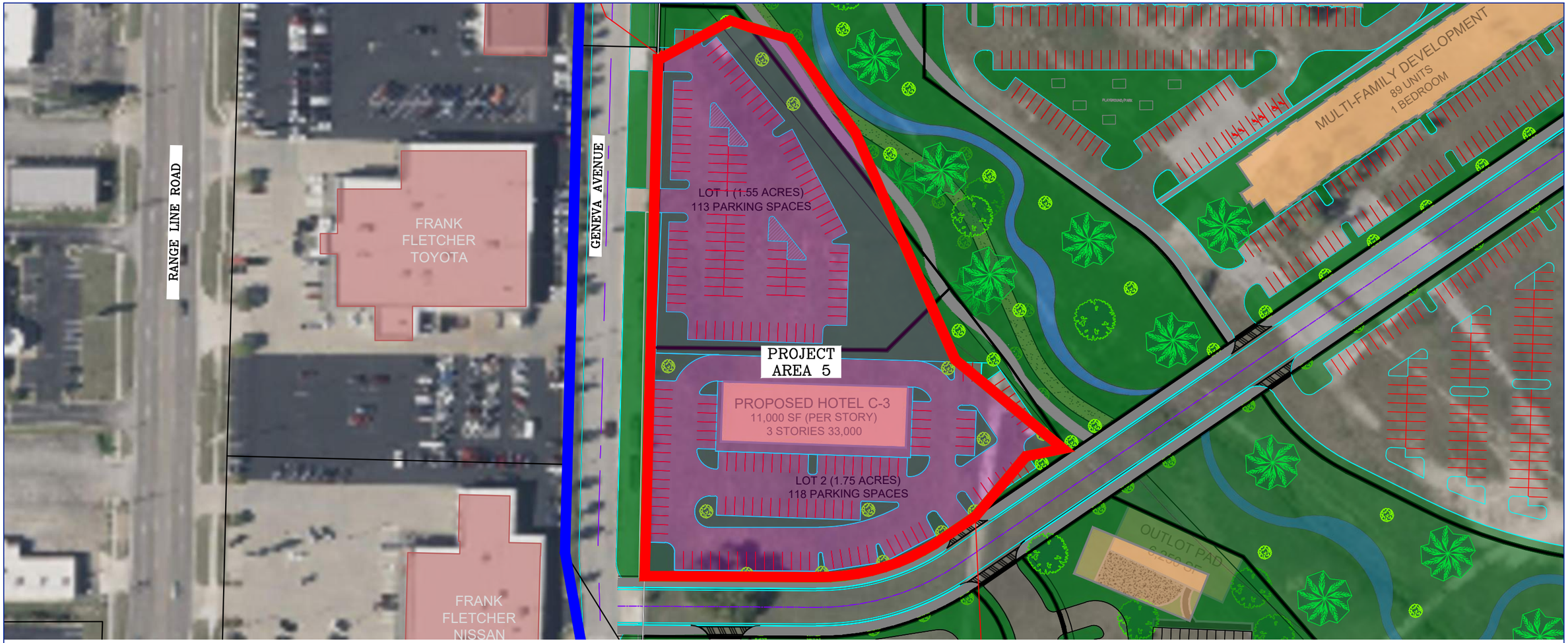

LEGEND

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PROJECT AREA BOUNDARY

GRAPHIC SCALE

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TIF PROJECT AREA

EXHIBIT - PROJECT AREA 5

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:



LEGEND

TIF BOUNDARY

PROJECT AREA BOUNDARY

GRAPHIC SCALE

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TIF PROJECT AREA
EXHIBIT - PROJECT AREA 6

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:

EXHIBIT 3

ESTIMATED REDEVELOPMENT PROJECT COSTS

SEE ATTACHED

DEVELOPMENT COST BUDGET - "TIF & CID Reimbursable Project Costs"

DATE: October 21, 2024

			TIF	Prospect Village - Community Improvement District (CID)		Joplin Sports Facility - Community Improvement District (CID)
DEVELOPMENT COSTS	**TOTAL PROJECT COST**	**PRIVATE**	**PILOTS / EATS**	**CID NON-CAPTURED (TIF CAPTURING)**	**CID REIMBURSEMENT**	**CID REIMBURSEMENT**
Acquisition						
International Paper Property	$10,000,000	$5,500,000			$4,500,000	
Duane Hukill	$250,000			$250,000		
Red Hot Blue	$3,150,000				$3,150,000	
Dave Chrisitie - Chris Robert's Future Location	$1,000,000	$0			$1,000,000	
Home Depot ROW / Pinnacle Bank ROW / Misc property needed to complete development	$1,000,000				$1,000,000	
Metal Shed Building	$2,600,000				$2,600,000	
Fletcher Vacant Land	$2,000,000	$1,250,000		$750,000		
Total Acquisition Cost	**$20,000,000**	$6,750,000		$1,000,000	$12,250,000	
Building Construction and Enhancements						
Sports Complex Facility	$62,499,840	$0	$0	$0	$0	$62,499,840
~ Acquistion - 22 acres @ $12 PSF	$11,499,840					$11,499,840
~ Hard Costs + Outdoor Fields	$42,500,000					$42,500,000
~ Furniture Fixtures Equipment	$8,500,000					$8,500,000
Anchor Store	$39,000,000	$15,200,000	$17,500,000	$0	$6,300,000	$0
~ Acquistion - CID Purchase of Parking Lot Area	$4,000,000				$2,300,000	
~ Parking Lot Improvements	$4,000,000				$4,000,000	
~ Vertical Improvements	$25,000,000		$17,500,000			
~ Furniture Fixtures Equipment	$6,000,000					
Multi-Family (375 units)	$86,500,000	$71,375,000	$8,625,000	$2,750,000	$3,750,000	$0
~ Acquistion - $0.00 PSF	$0					
~ Parking Lot Improvements	$5,500,000			$2,750,000		
~ Vertical Improvements	$75,000,000		$8,625,000		$3,750,000	
~ Amenity Package	$6,000,000					
Fletcher Parking Improvements	$1,000,000	$1,000,000	$0	$0	$0	$0
Lot #5 Hotel on Pad Site	$15,000,000	$12,000,000	$1,000,000	$0	$2,000,000	$0
~ Acquistion - $0. PSF	$0					
~ Parking Lot Improvements	$2,000,000		$1,000,000		$2,000,000	
~ Vertical Improvements	$13,000,000					
Commercial Buildings on Lots 3 & 4	$3,000,000	$3,000,000	$0	$0	$0	$0
~ Acquistion - $0. PSF	$0					
~ Parking Lot Improvements	$500,000					
~ Vertical Improvements	$2,500,000					
Commercial Bldg. in front of Planet Fitness	$3,500,000	$0	$0	$0	$3,500,000	$0
~ Acquistion - $0. PSF	$0				$0	
~ Parking Lot Improvements	$500,000				$500,000	
~ Vertical Improvements	$3,000,000				$3,000,000	
Commercial Buildings on Lots 12 & 13	$15,000,000	$15,000,000	$0	$0	$0	$0
~ Acquistion - $0. PSF	$0					
~ Parking Lot Improvements	$3,000,000					
~ Vertical Improvements	$12,000,000					
Red Hot Blue Improvements	$3,500,000	$0	$0	$0	$3,500,000	$0
~ Acquistion - $0. PSF	$0					
~ Parking Lot Improvements	$500,000				$500,000	
~ Vertical Improvements	$2,500,000				$2,500,000	
~ Furniture Fixtures Equipment	$500,000				$500,000	
Total Cost - Building Construction and Enhancements	**$228,999,840**	$117,575,000	$27,125,000	$2,750,000	$19,050,000	$62,499,840
Environmental Cleanup / Remediation (see environmental budget tab for additional details)	**$1,961,100**			$980,550	$980,550	
Public Improvements (on & offsite) - (see OWN - Estimate Tab for additional details)	**$14,049,903**				$14,049,903	
Soft Costs						
Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$6,500,000	$0	$3,250,000		$3,250,000	
Commissions & Marketing	$2,500,000	$2,500,000				
Financing Costs (Interest Carry/Closing/Fees/Other)	$20,000,000	$20,000,000				
Development Fee	$5,000,000	$0	$2,500,000		$2,500,000	
Contingency and Misc. fees	$8,000,000	$200,000	$5,000,000		$2,800,000	
Travel	$300,000	$150,000	$150,000			
Total Soft Costs	**$42,300,000**	$22,850,000	$10,900,000		$8,550,000	
Total Development Costs	**$307,310,843**	**$147,175,000**	**$38,025,000**	**$4,730,550**	**$54,880,453**	**$62,499,840**
Percentages to Total Development Cost by Category		**47.89%**	**12.37%**	**1.54%**	**17.86%**	**20.34%**

(1) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to the Project are deemed Reimbursable Project Costs in addition to any cap on reimbursable amounts established for the Project.

(2) This Development Project Cost Budget is an estimate of the development costs to implement the Project. The amounts set forth in the TIF and CID columns may allocate any cost savings to other line items with reimbursable expenses for cost overruns subject to the terms of the TIF Contract and the CID Cooperative Agreement and shall otherwise only be subject to statutory restrictions for reimbursable costs.

(3) The reimbursable amounts set forth in this Development Project Cost Budget are reasonable best estimates at the time of approval of this budget and it is agreed to and understood that such estimates are subject to change as part of the development process. The reimbursable amounts may be applied to any one or all of the stated line items, irrespective of the costs set forth in this exhibit, up to the maximum reimbursable amount subject to the terms of the TIF Contract and CID Cooperative Agreement.

(4) All certified reimbursable CID (including CID Non-Captured Costs) costs will be subject to a not to exceed 7.0% interest expense from the date of certification until the reimbursement amount is paid in full, all in accordance with the terms of the CID Cooperative Agreement.

(5) All certified reimbursable TIF costs shall be subject to a not to exceed 7% interest expense from the date of certification until the reimbursement amount is paid in full, all in accordance with the terms of the TIF Contract.

(6) Eligible TIF reimbursement amounts will be paid back under the earlier of: (a) TIF maximum reimbursable amount plus not to exceed 7% eligible interest in accordance with the TIF Contract or (b) 20 years. Eligible CID reimbursement amounts will be paid back under the earlier of: (a) CID reimbursable amount plus not to exceed 7.0% eligible interest in accordance with the CID Cooperative Agreement or (b) 27 years.

EXHIBIT 4

SOURCES OF FUNDS FOR ALL
ESTIMATED REDEVELOPMENT COSTS (ALL AMOUNTS ARE NPV)

Developer Equity and/or Debt	$147,175,000
Amount of Reimbursable Costs from Payments in Lieu of Taxes and Economic Activity Taxes	$38,025,000
Community Improvement District Costs	$122,110,843
TOTAL	$307,310,843

EXHIBIT 5

ESTIMATED ANNUAL INCREASES IN ASSESSED VALUE AND RESULTING PAYMENTS IN LIEU OF TAXES AND ECONOMIC ACTIVITY TAXES OVER LIFE OF PROJECT

SEE ATTACHED

Project Area 1	TIF	Prospect Village CID - 1%	Joplin Sports Facility CID - 1%	Building SF	Sales PSF	Annual Sales	Current Property Appraised Value (Have CID Consent)	Post Development Estimated Property Appraised Value	Projected Opening
Grocery Store - Phase 1A (Lot 2)	Yes	Yes	Yes	134,828	$482	$65,000,000	$75,000	$11,525,000	2029
Convenience Store - Phase 1B (Lot 1)	Yes	Yes	Yes	5,000	$440	$2,200,000	$1,118,260	$2,500,000	2029
Lot 4 Retail Pad - Phase 1C (Lot 4)	Yes	Yes	Yes	6,500	$508	$3,300,000	$75,000	$2,000,000	2029
Project Area 1 Subtotal				**146,328**	$482	**$70,500,000**	**$1,268,260**	**$16,025,000**	
Project Area 2	**TIF**	**Prospect Village CID - 1%**	**Joplin Sports Facility CID - 1%**	**Building SF**	**Sales PSF**	**Annual Sales**	**Current Property Appraised Value**	**Post Development Estimated Property Appraised Value**	**Projected Opening**
Sports Complex (Lot 15)	Yes	No	Yes	162,000	$3	$550,000	$700,000	$0	2028
Project Area 2 Subtotal				**162,000**	**$3**	**$550,000**	**$700,000**	**$0**	
Project Area 3	**TIF**	**Prospect Village CID - 1%**	**Joplin Sports Facility CID - 1%**	**Total Rooms / SI**	**Sales PSF**	**Annual Sales**	**Current Property Appraised Value**	**Post Development Estimated Property Appraised Value**	**Projected Opening**
Retail - Phase 3B (Lot 12)	Yes	Yes	Yes	20,000	$330	$6,600,000	$661,000	$5,250,000	2028
Retail - Phase 3C (Lot 13)	Yes	Yes	Yes	20,000	$330	$6,600,000		$5,250,000	2030
Project Area 3 Subtotal				**40,000**	**$660**	**$13,200,000**	**$661,000**	**$10,500,000**	
Project Area 4	**TIF**	**Prospect Village CID - 1%**	**Joplin Sports Facility CID - 1%**	**Rooms**	**Sales PSF**	**Annual Sales**	**Current Property Appraised Value**	**Post Development Estimated Property Appraised Value**	**Projected Opening**
Apartments - Phase 4A (Lot 11)	Yes	Yes	Yes	108			$550,000	$14,175,000	2029
Apartments - Phase 4B (Lot 9)	Yes	Yes	Yes	267				$35,043,750	2030
Project Area 4 Subtotal				**375**	**$0**	**$0**	**$550,000**	**$49,218,750**	
Project Area 5	**TIF**	**Prospect Village CID - 1%**	**Joplin Sports Facility CID - 1%**	**Rooms**	**Sales PSF**	**Annual Sales**	**Current Property Appraised Value**	**Post Development Estimated Property Appraised Value**	**Projected Opening**
Hotel / Fletcher Parking Lot (EATS Removed From Incentive #'s) - Lot 5	Yes	Yes	Yes	100		$3,850,000	$301,300	$7,875,000	2030
Project Area 5 Subtotal				**100**		**$3,850,000**	**$301,300**	**$7,875,000**	
Project Area 6	**TIF**	**Prospect Village CID - 1%**	**Joplin Sports Facility CID - 1%**	**Building SF**	**Sales PSF**	**Annual Sales**	**Current Property Appraised Value**	**Post Development Estimated Property Appraised Value**	**Projected Opening**
Medical Office Building (Lot 7)	Yes	Yes	Yes	8,000	$150	$1,320,000	$301,300	$3,150,000	2026
Project Area 6 Subtotal				**8,000.00**		**$1,320,000**	**$301,300**	**$3,150,000**	

MARKETPLACE - CID

Additional CID Property	TIF	Prospect Village CID - 1%	Existing Annual Sales	Current Property Assesed Value
Voluntary				
Hukill Property		$0	$0	$32,076
Fletcher Toyota		$15,000	$1,500,000	$1,405,518
Fletcher Nissan		$15,000	$1,500,000	$976,699
2340 Range Line Rd. Office Building		$0	$0	$831,173
Golden Corral		$50,000	$5,000,000	$578,454
Pinnacle Bank		$0	$0	$288,357
Dave Christie Planet Fitness Pad		$0	$0	$98,115
Fletcher Subaru		$15,000	$1,500,000	$870,765
Fletcher Vacant Land		$0	$0	$215,248
Andy Roy Property KAP		$0	$0	$138,661
Dr. Joseph Strip Center Northern** Parcel - Southwest Missouri Development		$30,000	$3,000,000	$398,820
Dr. Joseph Strip Center Southern** Parcel - Southwest Missouri Development		$20,000	$2,000,000	$254,770
Dr. Roberts Parcel (future sports complex area)		$0	$0	$616,880
Jasper Products		$0	$0	$2,281,540
Simmons Bank		$0	$0	$377,912
Woodsonia Apartments		$0	$0	$10,312,500
Woodsonia Strip Center		$0	$0	$107,330
Woodsonia BKD		$0	$0	$226,910
Dr. Ali Parcel - 2705 Range Line Strip Center		$50,000	$5,000,000	$557,336
Aspen Dental		$0	$0	$227,550
Mobile 1 Lube Express		$15,000	$1,500,000	$294,313
Red, Hot, Blue BBQ Parcel 1		$0	$0	$289,654
Joplin City Property (Woodsonia Acquire)		$0	$0	$49,471
Autotronics		$0	$0	$53,750
Red, Hot, Blue BBQ Parcel 2		$0	$0	$75,610
Woodsonia - International Paper Site - All 93 Acres		$0	$0	$125,000
# Owners Committed Today - 21		**$210,000**	**$21,000,000**	**$21,684,412**
Put Into CID Involuntarily				
Walmart Parcel 1		$1,050,000	$105,000,000	$2,113,810
Lowe's Parcel 1		$400,000	$40,000,000	$1,433,460
Lowe's Parcel 2		$50,000	$5,000,000	$89,340
Herman Lumber		$50,000	$5,000,000	$237,740
Hobby Lobby		$70,000	$7,000,000	$855,340
Ollie's Bargain Outlet		$50,000	$5,000,000	$675,490
Academy Sports/Mercy Health		$200,000	$20,000,000	$1,222,480
Home Depot Parcel 2		$350,000	$35,000,000	$1,061,170
Menards		$550,000	$55,000,000	$6,000,000
Missouri Marajuana		$20,000	$2,000,000	$150,910
Planet Fitness		$20,000	$2,000,000	$713,240
Sutherlands		$200,000	$20,000,000	$642,090
Chick-Fil-A		$50,000	$5,000,000	$473,020
Walgreens Parcel - Ralco Enterprises		$40,000	$4,000,000	$540,940
Little Ceasars Building		$20,000	$2,000,000	$128,370
Walgreens Parcel - Majzoub		$0	$0	$167,990
Longhorn - Majzoub		$50,000	$5,000,000	$430,950
Whataburger Range Line Parcel		$40,000	$4,000,000	$210,450
Good Day Farm Dispensary 2002 S Rangeline		$25,000	$2,500,000	$199,070
Good Day Farm Dispensary 2918 E. 20th St.		$25,000	$2,500,000	$134,740
Macadoodles		$30,000	$3,000,000	$464,000
Aldi Parcel 1		$40,000	$4,000,000	$342,990
# Owners Putting In - 19		**$3,330,000**	**$333,000,000**	**$18,287,590**
Total Prospect Village CID District		**$3,540,000**	**$354,000,000**	**$39,972,002**

JOPLIN SPORTS FACILITY - CID

Additional CID Property	TIF	Joplin Sports Facility CID - 1%	Existing Annual Sales	Current Property Assesed Value
Voluntary				
Hukill Property		$0	$0	$32,076
Fletcher Toyota		$15,000	$1,500,000	$1,405,518
Fletcher Nissan		$15,000	$1,500,000	$976,699
2340 Range Line Rd. Office Building		$0	$0	$831,173
Golden Corral		$50,000	$5,000,000	$578,454
Pinnacle Bank		$0	$0	$288,357
Dave Christie Planet Fitness Pad		$0	$0	$98,115
Fletcher Subaru		$15,000	$1,500,000	$870,765
Fletcher Vacant Land		$0	$0	$215,248
Andy Roy Property KAP		$0	$0	$138,661
Dr. Joseph Strip Center Northern** Parcel - Southwest Missouri Development		$30,000	$3,000,000	$398,820
Dr. Joseph Strip Center Southern** Parcel - Southwest Missouri Development		$20,000	$2,000,000	$254,770
Dr. Roberts Parcel (future sports complex area)		$0	$0	$616,880
Jasper Products		$0	$0	$2,281,540
Simmons Bank		$0	$0	$377,912
Woodsonia Apartments		$0	$0	$10,312,500
Woodsonia Strip Center		$0	$0	$107,330
Woodsonia BKD		$0	$0	$226,910
Dr. Ali Parcel - 2705 Range Line Strip Center		$50,000	$5,000,000	$557,336
Aspen Dental		$0	$0	$227,550
Mobile 1 Lube Express		$15,000	$1,500,000	$294,313
Red, Hot, Blue BBQ Parcel 1		$0	$0	$289,654
Joplin City Property (Woodsonia Acquire)		$0	$0	$49,471
Autotronics		$0	$0	$53,750
Red, Hot, Blue BBQ Parcel 2		$0	$0	$75,610
Woodsonia - International Paper Site - All 93 Acres		$0	$0	$125,000
# Owners Committed Today - 21		**$210,000**	**$21,000,000**	**$21,684,412**
Put Into CID Involuntarily				
Walmart Parcel 1		$1,050,000	$105,000,000	$2,113,810
Lowe's Parcel 1		$400,000	$40,000,000	$1,433,460
Lowe's Parcel 2		$50,000	$5,000,000	$89,340
Herman Lumber		$50,000	$5,000,000	$237,740
Hobby Lobby		$70,000	$7,000,000	$855,340
Ollie's Bargain Outlet		$50,000	$5,000,000	$675,490
Academy Sports/Mercy Health		$200,000	$20,000,000	$1,222,480
Home Depot Parcel 2		$350,000	$35,000,000	$1,061,170
Menards		$550,000	$55,000,000	$6,000,000
Missouri Marajuana		$20,000	$2,000,000	$150,910
Sam's Club		$950,000	$95,000,000	$1,935,680
Sutherlands		$200,000	$20,000,000	$642,090
Chick-Fil-A		$50,000	$5,000,000	$473,020
Walgreens Parcel - Ralco Enterprises		$40,000	$4,000,000	$540,940
Little Ceasars Building		$20,000	$2,000,000	$128,370
Walgreens Parcel - Majzoub		$0	$0	$167,990
Longhorn - Majzoub		$50,000	$5,000,000	$430,950
Whataburger Range Line Parcel		$40,000	$4,000,000	$210,450
Good Day Farm Dispensary 2002 S Rangeline		$25,000	$2,500,000	$199,070
Good Day Farm Dispensary 2918 E. 20th St.		$25,000	$2,500,000	$134,740
Macadoodles		$30,000	$3,000,000	$464,000
Aldi Parcel 1		$40,000	$4,000,000	$342,990
# Owners Putting In - 19		**$4,260,000**	**$426,000,000**	**$19,510,030**
Total Sports Complex CID District		**$4,470,000**	**$447,000,000**	**$41,194,442**

Year	Project Area 1 - EATS	Project Area 2 - EATS	Project Area 3 - EATS	Project Area 4 - EATS	Project Area 5 - EATS	Project Area 6 - EATS	Project Area 1 - PILOTS	Project Area 2 - PILOTS	Project Area 3 - PILOTS	Project Area 4 - PILOTS	Project Area 5 - PILOTS	Project Area 6 - PILOTS	Non-EATS Joplin Sports Facility CID	Non-EATS Prospect Village CID	Joplin Sports Facility - 1% CID	Prospect Village - 1% CID	Total
1	$2,355,581	$15,654	$441,045	$0	$0	$44,105	$211,070	-$10,012	$140,730	$410,128	$108,329	$40,746	$852,950	$852,950	$4,470,000	$3,540,000	$13,473,277
2	$2,390,915	$15,889	$447,661	$0	$0	$44,766	$214,509	-$10,012	$142,983	$416,398	$110,019	$41,422	$865,744	$865,744	$4,537,050	$3,593,100	$13,676,188
3	$2,426,779	$16,128	$454,376	$0	$0	$45,438	$217,998	-$10,012	$145,270	$422,762	$111,734	$42,108	$878,730	$878,730	$4,605,106	$3,646,997	$13,882,142
4	$2,463,180	$16,369	$461,191	$0	$0	$46,119	$221,540	-$10,012	$147,591	$429,222	$113,474	$42,804	$891,911	$891,911	$4,674,182	$3,701,701	$14,091,186
5	$2,500,128	$16,615	$468,109	$0	$0	$46,811	$225,136	-$10,012	$149,946	$435,778	$115,241	$43,511	$905,290	$905,290	$4,744,295	$3,757,227	$14,303,365
6	$2,537,630	$16,864	$475,131	$0	$0	$47,513	$228,785	-$10,012	$152,337	$442,433	$117,034	$44,228	$918,869	$918,869	$4,815,459	$3,813,585	$14,518,727
7	$2,575,694	$17,117	$482,258	$0	$0	$48,226	$232,489	-$10,012	$154,764	$449,187	$118,854	$44,956	$932,653	$932,653	$4,887,691	$3,870,789	$14,737,319
8	$2,614,330	$17,374	$489,492	$0	$0	$48,949	$236,248	-$10,012	$157,227	$456,043	$120,702	$45,695	$946,642	$946,642	$4,961,007	$3,928,851	$14,959,190
9	$2,653,545	$17,635	$496,834	$0	$0	$49,683	$240,064	-$10,012	$159,728	$463,002	$122,577	$46,445	$960,842	$960,842	$5,035,422	$3,987,784	$15,184,389
10	$2,693,348	$17,899	$504,286	$0	$0	$50,429	$243,937	-$10,012	$162,265	$470,065	$124,480	$47,206	$975,255	$975,255	$5,110,953	$4,047,601	$15,412,967
11	$2,733,748	$18,168	$511,851	$0	$0	$51,185	$247,868	-$10,012	$164,841	$477,234	$126,412	$47,979	$989,883	$989,883	$5,187,617	$4,108,315	$15,644,973
12	$2,774,754	$18,440	$519,528	$0	$0	$51,953	$251,858	-$10,012	$167,456	$484,510	$128,373	$48,763	$1,004,732	$1,004,732	$5,265,432	$4,169,939	$15,880,459
13	$2,816,376	$18,717	$527,321	$0	$0	$52,732	$255,908	-$10,012	$170,109	$491,896	$130,363	$49,560	$1,019,803	$1,019,803	$5,344,413	$4,232,488	$16,119,477
14	$2,858,621	$18,997	$535,231	$0	$0	$53,523	$260,019	-$10,012	$172,803	$499,392	$132,383	$50,368	$1,035,100	$1,035,100	$5,424,579	$4,295,976	$16,362,081
15	$2,901,501	$19,282	$543,260	$0	$0	$54,326	$264,191	-$10,012	$175,537	$507,001	$134,434	$51,188	$1,050,626	$1,050,626	$5,505,948	$4,360,415	$16,608,323
16	$2,945,023	$19,572	$551,409	$0	$0	$55,141	$268,426	-$10,012	$178,312	$514,724	$136,515	$52,020	$1,066,386	$1,066,386	$5,588,537	$4,425,822	$16,858,259
17	$2,989,199	$19,865	$559,680	$0	$0	$55,968	$272,725	-$10,012	$181,128	$522,563	$138,627	$52,865	$1,082,381	$1,082,381	$5,672,365	$4,492,209	$17,111,945
18	$3,034,037	$20,163	$568,075	$0	$0	$56,807	$277,088	-$10,012	$183,987	$530,519	$140,771	$53,723	$1,098,617	$1,098,617	$5,757,451	$4,559,592	$17,369,435
19	$3,079,547	$20,466	$576,596	$0	$0	$57,660	$281,516	-$10,012	$186,888	$538,595	$142,948	$54,593	$1,115,096	$1,115,096	$5,843,813	$4,627,986	$17,630,788
20	$3,125,740	$20,773	$585,245	$0	$0	$58,524	$286,011	-$10,012	$189,834	$546,792	$145,156	$55,477	$1,131,823	$1,131,823	$5,931,470	$4,697,406	$17,896,062
21													$1,148,800	$1,148,800	$6,020,442	$4,767,867	$13,085,909
22													$1,166,032	$1,166,032	$6,110,749	$4,839,385	$13,282,198
23													$1,183,523	$1,183,523	$6,202,410	$4,911,975	$13,481,431
24													$1,201,276	$1,201,276	$6,295,446	$4,985,655	$13,683,652
25													$1,219,295	$1,219,295	$6,389,878	$5,060,440	$13,888,907
26													$1,237,584	$1,237,584	$6,485,726	$5,136,347	$14,097,241
27													$1,256,148	$1,256,148	$6,583,012	$5,213,392	$14,308,699
Gross	**$54,469,677**	**$361,987**	**$10,198,578**	**$0**	**$0**	**$1,019,858**	**$4,937,388**	**-$200,247**	**$3,283,737**	**$9,508,245**	**$2,518,428**	**$955,656**	**$28,135,993**	**$28,135,993**	**$147,450,453**	**$116,772,842**	**$407,548,588**
NPV	**$27,922,078**	**$185,560**	**$5,227,964**	**$0**	**$0**	**$522,796**	**$2,524,791**	**-$106,071**	**$1,680,069**	**$4,871,400**	**$1,289,516**	**$488,413**	**$11,777,555**	**$11,777,555**	**$61,721,862**	**$48,880,401**	**$178,763,889**

Assumptions	
Discount Rate	7.00%

Gross EATS & PILOTS over 20 years	$87,053,307
NPV EATS & PILOTS at 7% over 20 years	$44,606,516
Beginning TIF Reimbursable Amount	$38,025,000
Estimated Payoff Year	18

Year	TIF Reimbursable Amount	7% Eligible Interest	Total EATS and PILOTS Year 1	Reimburable TIF Balance Remiaing
1	$38,025,000.00	$2,661,750.00	$3,757,377	$36,929,372.89
2	$36,929,372.89	$2,585,056.10	$3,814,549	$35,699,879.82
3	$35,699,879.82	$2,498,991.59	$3,872,579	$34,326,292.61
4	$34,326,292.61	$2,402,840.48	$3,931,479	$32,797,654.21
5	$32,797,654.21	$2,295,835.79	$3,991,262	$31,102,227.54
6	$31,102,227.54	$2,177,155.93	$4,051,943	$29,227,440.67
7	$29,227,440.67	$2,045,920.85	$4,113,533	$27,159,828.18
8	$27,159,828.18	$1,901,187.97	$4,176,048	$24,884,968.41
9	$24,884,968.41	$1,741,947.79	$4,239,500	$22,387,416.35
10	$22,387,416.35	$1,567,119.14	$4,303,904	$19,650,631.75
11	$19,650,631.75	$1,375,544.22	$4,369,274	$16,656,902.28
12	$16,656,902.28	$1,165,983.16	$4,435,624	$13,387,261.23
13	$13,387,261.23	$937,108.29	$4,502,970	$9,821,399.56
14	$9,821,399.56	$687,497.97	$4,571,326	$5,937,571.62
15	$5,937,571.62	$415,630.01	$4,640,707	$1,712,494.43
16	$1,712,494.43	$119,874.61	$4,711,129	-$2,878,760.16
17	-$2,878,760.16	-$201,513.21	$4,782,608	-$7,862,880.91
18	-$7,862,880.91	-$550,401.66	$4,855,158	-$13,268,440.62
19	-$13,268,440.62	-$928,790.84	$4,928,797	-$19,126,028.28
20	-$19,126,028.28	-$1,338,821.98	$5,003,540	-$25,468,390.43

Project Area 1

Project Area 1 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$405,843	$5,128,000	$4,722,157	$216,483	$3,247	$2,165	$211,070
2	2026	$405,843	$5,204,920	$4,799,077	$220,009	$3,300	$2,200	$214,509
3	2027	$405,843	$5,282,994	$4,877,151	$223,588	$3,354	$2,236	$217,998
4	2028	$405,843	$5,362,239	$4,956,396	$227,221	$3,408	$2,272	$221,540
5	2029	$405,843	$5,442,672	$5,036,829	$230,908	$3,464	$2,309	$225,136
6	2030	$405,843	$5,524,312	$5,118,469	$234,651	$3,520	$2,347	$228,785
7	2031	$405,843	$5,607,177	$5,201,334	$238,450	$3,577	$2,384	$232,489
8	2032	$405,843	$5,691,285	$5,285,442	$242,306	$3,635	$2,423	$236,248
9	2033	$405,843	$5,776,654	$5,370,811	$246,219	$3,693	$2,462	$240,064
10	2034	$405,843	$5,863,304	$5,457,461	$250,192	$3,753	$2,502	$243,937
11	2035	$405,843	$5,951,253	$5,545,410	$254,224	$3,813	$2,542	$247,868
12	2036	$405,843	$6,040,522	$5,634,679	$258,316	$3,875	$2,583	$251,858
13	2037	$405,843	$6,131,130	$5,725,287	$262,470	$3,937	$2,625	$255,908
14	2038	$405,843	$6,223,097	$5,817,254	$266,686	$4,000	$2,667	$260,019
15	2039	$405,843	$6,316,443	$5,910,600	$270,966	$4,064	$2,710	$264,191
16	2040	$405,843	$6,411,190	$6,005,347	$275,309	$4,130	$2,753	$268,426
17	2041	$405,843	$6,507,358	$6,101,515	$279,718	$4,196	$2,797	$272,725
18	2042	$405,843	$6,604,968	$6,199,125	$284,193	$4,263	$2,842	$277,088
19	2043	$405,843	$6,704,043	$6,298,200	$288,735	$4,331	$2,887	$281,516
20	2044	$405,843	$6,804,603	$6,398,760	$293,345	$4,400	$2,933	$286,011
							GROSS TIF	**$4,937,388**
							NPV TF	**$2,524,791**

Current / Base Taxes	
County Appraised Value of Property	$1,268,260
Assesed Value (32%)	$405,843
Levy Rate	5.63440%
Annual Taxes	$22,867

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$16,025,000
Assesed Value (32%)	$5,128,000
Levy Rate	5.63440%
Annual Taxes	$288,932

Increment	
Estimated County Appraised Value of Property	$14,756,740
Assesed Value (32%)	$4,722,157
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	$216,483

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 1 - EATS. This Project Area is in Both CID's

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL EATS COLLECTED
1	$70,500,000	$0	$70,500,000	$572,813	$1,101,563	$705,000	-$23,794	$2,355,581
2	$71,557,500	$0	$71,557,500	$581,405	$1,118,086	$715,575	-$24,151	$2,390,915
3	$72,630,863	$0	$72,630,863	$590,126	$1,134,857	$726,309	-$24,513	$2,426,779
4	$73,720,325	$0	$73,720,325	$598,978	$1,151,880	$737,203	-$24,881	$2,463,180
5	$74,826,130	$0	$74,826,130	$607,962	$1,169,158	$748,261	-$25,254	$2,500,128
6	$75,948,522	$0	$75,948,522	$617,082	$1,186,696	$759,485	-$25,633	$2,537,630
7	$77,087,750	$0	$77,087,750	$626,338	$1,204,496	$770,878	-$26,017	$2,575,694
8	$78,244,066	$0	$78,244,066	$635,733	$1,222,564	$782,441	-$26,407	$2,614,330
9	$79,417,727	$0	$79,417,727	$645,269	$1,240,902	$794,177	-$26,803	$2,653,545
10	$80,608,993	$0	$80,608,993	$654,948	$1,259,516	$806,090	-$27,206	$2,693,348
11	$81,818,128	$0	$81,818,128	$664,772	$1,278,408	$818,181	-$27,614	$2,733,748
12	$83,045,400	$0	$83,045,400	$674,744	$1,297,584	$830,454	-$28,028	$2,774,754
13	$84,291,081	$0	$84,291,081	$684,865	$1,317,048	$842,911	-$28,448	$2,816,376
14	$85,555,447	$0	$85,555,447	$695,138	$1,336,804	$855,554	-$28,875	$2,858,621
15	$86,838,779	$0	$86,838,779	$705,565	$1,356,856	$868,388	-$29,308	$2,901,501
16	$88,141,361	$0	$88,141,361	$716,149	$1,377,209	$881,414	-$29,748	$2,945,023
17	$89,463,481	$0	$89,463,481	$726,891	$1,397,867	$894,635	-$30,194	$2,989,199
18	$90,805,433	$0	$90,805,433	$737,794	$1,418,835	$908,054	-$30,647	$3,034,037
19	$92,167,515	$0	$92,167,515	$748,861	$1,440,117	$921,675	-$31,107	$3,079,547
20	$93,550,028	$0	$93,550,028	$760,094	$1,461,719	$935,500	-$31,573	$3,125,740
							GROSS TIF	**$54,469,677**
							NPV TIF	**$27,922,078**

Project Area 1	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID - Both CID's	2.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	10.975%	

Project Area 1	Projected Annual Sales
Project Area 1	$70,500,000
Total	$70,500,000

Project Area 2

Project Area 2 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
2	2026	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
3	2027	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
4	2028	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
5	2029	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
6	2030	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
7	2031	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
8	2032	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
9	2033	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
10	2034	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
11	2035	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
12	2036	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
13	2037	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
14	2038	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
15	2039	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
16	2040	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
17	2041	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
18	2042	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
19	2043	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
20	2044	$224,000	$0	-$224,000	-$10,269	-$154	-$103	-$10,012
							GROSS TIF	**-$200,247**
							NPV TF	**($106,071)**

Current / Base Taxes	
County Appraised Value of Property	$700,000
Assesed Value (32%)	$224,000
Levy Rate	5.63440%
Annual Taxes	$12,621

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$0
Assesed Value (32%)	$0
Levy Rate	5.63440%
Annual Taxes	$0

Increment	
Estimated County Appraised Value of Property	-$700,000
Assesed Value (32%)	-$224,000
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	-$10,269

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 2 - EATS. Only in Sports Complex CID

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL SALES TAX COLLECTED
1	$550,000	$0	$550,000	$4,469	$8,594	$2,750	-$158	$15,654
2	$558,250	$0	$558,250	$4,536	$8,723	$2,791	-$160	$15,889
3	$566,624	$0	$566,624	$4,604	$8,853	$2,833	-$163	$16,128
4	$575,123	$0	$575,123	$4,673	$8,986	$2,876	-$165	$16,369
5	$583,750	$0	$583,750	$4,743	$9,121	$2,919	-$168	$16,615
6	$592,506	$0	$592,506	$4,814	$9,258	$2,963	-$170	$16,864
7	$601,394	$0	$601,394	$4,886	$9,397	$3,007	-$173	$17,117
8	$610,415	$0	$610,415	$4,960	$9,538	$3,052	-$175	$17,374
9	$619,571	$0	$619,571	$5,034	$9,681	$3,098	-$178	$17,635
10	$628,864	$0	$628,864	$5,110	$9,826	$3,144	-$181	$17,899
11	$638,297	$0	$638,297	$5,186	$9,973	$3,191	-$184	$18,168
12	$647,872	$0	$647,872	$5,264	$10,123	$3,239	-$186	$18,440
13	$657,590	$0	$657,590	$5,343	$10,275	$3,288	-$189	$18,717
14	$667,454	$0	$667,454	$5,423	$10,429	$3,337	-$192	$18,997
15	$677,466	$0	$677,466	$5,504	$10,585	$3,387	-$195	$19,282
16	$687,628	$0	$687,628	$5,587	$10,744	$3,438	-$198	$19,572
17	$697,942	$0	$697,942	$5,671	$10,905	$3,490	-$201	$19,865
18	$708,411	$0	$708,411	$5,756	$11,069	$3,542	-$204	$20,163
19	$719,037	$0	$719,037	$5,842	$11,235	$3,595	-$207	$20,466
20	$729,823	$0	$729,823	$5,930	$11,403	$3,649	-$210	$20,773
							GROSS TIF	**$361,987**
							NPV TF	**$185,560**

Project Area 2	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID - Only in Sports Complex CID	1.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	9.975%	

Project Area 2	Projected Annual Sales
Project Area 2	$550,000
Total	$550,000

Project Area 3

Project Area 3 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$211,520	$3,360,000	$3,148,480	$144,339	$2,165	$1,443	$140,730
2	2026	$211,520	$3,410,400	$3,198,880	$146,649	$2,200	$1,466	$142,983
3	2027	$211,520	$3,461,556	$3,250,036	$148,995	$2,235	$1,490	$145,270
4	2028	$211,520	$3,513,479	$3,301,959	$151,375	$2,271	$1,514	$147,591
5	2029	$211,520	$3,566,182	$3,354,662	$153,791	$2,307	$1,538	$149,946
6	2030	$211,520	$3,619,674	$3,408,154	$156,243	$2,344	$1,562	$152,337
7	2031	$211,520	$3,673,969	$3,462,449	$158,733	$2,381	$1,587	$154,764
8	2032	$211,520	$3,729,079	$3,517,559	$161,259	$2,419	$1,613	$157,227
9	2033	$211,520	$3,785,015	$3,573,495	$163,823	$2,457	$1,638	$159,728
10	2034	$211,520	$3,841,790	$3,630,270	$166,426	$2,496	$1,664	$162,265
11	2035	$211,520	$3,899,417	$3,687,897	$169,068	$2,536	$1,691	$164,841
12	2036	$211,520	$3,957,908	$3,746,388	$171,749	$2,576	$1,717	$167,456
13	2037	$211,520	$4,017,277	$3,805,757	$174,471	$2,617	$1,745	$170,109
14	2038	$211,520	$4,077,536	$3,866,016	$177,234	$2,659	$1,772	$172,803
15	2039	$211,520	$4,138,699	$3,927,179	$180,038	$2,701	$1,800	$175,537
16	2040	$211,520	$4,200,780	$3,989,260	$182,884	$2,743	$1,829	$178,312
17	2041	$211,520	$4,263,791	$4,052,271	$185,772	$2,787	$1,858	$181,128
18	2042	$211,520	$4,327,748	$4,116,228	$188,704	$2,831	$1,887	$183,987
19	2043	$211,520	$4,392,665	$4,181,145	$191,680	$2,875	$1,917	$186,888
20	2044	$211,520	$4,458,555	$4,247,035	$194,701	$2,921	$1,947	$189,834
							GROSS TIF	**$3,283,737**
							NPV TF	**$1,680,069**

Current / Base Taxes	
County Appraised Value of Property	$661,000
Assesed Value (32%)	$211,520
Levy Rate	5.63440%
Annual Taxes	$11,918

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$10,500,000
Assesed Value (32%)	$3,360,000
Levy Rate	5.63440%
Annual Taxes	$189,316

Increment	
Estimated County Appraised Value of Property	$9,839,000
Assesed Value (32%)	$3,148,480
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	$144,339

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 3 - EATS. In both CID's

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL SALES TAX COLLECTED
1	$13,200,000	$0	$13,200,000	$107,250	$206,250	$132,000	-$4,455	$441,045
2	$13,398,000	$0	$13,398,000	$108,859	$209,344	$133,980	-$4,522	$447,661
3	$13,598,970	$0	$13,598,970	$110,492	$212,484	$135,990	-$4,590	$454,376
4	$13,802,955	$0	$13,802,955	$112,149	$215,671	$138,030	-$4,658	$461,191
5	$14,009,999	$0	$14,009,999	$113,831	$218,906	$140,100	-$4,728	$468,109
6	$14,220,149	$0	$14,220,149	$115,539	$222,190	$142,201	-$4,799	$475,131
7	$14,433,451	$0	$14,433,451	$117,272	$225,523	$144,335	-$4,871	$482,258
8	$14,649,953	$0	$14,649,953	$119,031	$228,906	$146,500	-$4,944	$489,492
9	$14,869,702	$0	$14,869,702	$120,816	$232,339	$148,697	-$5,019	$496,834
10	$15,092,748	$0	$15,092,748	$122,629	$235,824	$150,927	-$5,094	$504,286
11	$15,319,139	$0	$15,319,139	$124,468	$239,362	$153,191	-$5,170	$511,851
12	$15,548,926	$0	$15,548,926	$126,335	$242,952	$155,489	-$5,248	$519,528
13	$15,782,160	$0	$15,782,160	$128,230	$246,596	$157,822	-$5,326	$527,321
14	$16,018,892	$0	$16,018,892	$130,153	$250,295	$160,189	-$5,406	$535,231
15	$16,259,176	$0	$16,259,176	$132,106	$254,050	$162,592	-$5,487	$543,260
16	$16,503,063	$0	$16,503,063	$134,087	$257,860	$165,031	-$5,570	$551,409
17	$16,750,609	$0	$16,750,609	$136,099	$261,728	$167,506	-$5,653	$559,680
18	$17,001,868	$0	$17,001,868	$138,140	$265,654	$170,019	-$5,738	$568,075
19	$17,256,896	$0	$17,256,896	$140,212	$269,639	$172,569	-$5,824	$576,596
20	$17,515,750	$0	$17,515,750	$142,315	$273,684	$175,157	-$5,912	$585,245
							GROSS TIF	**$10,198,578**
							NPV TF	**$5,227,964**

Project Area 3	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID - In both CID's	2.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	10.975%	

Project Area 4

Project Area 4 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$176,000	$9,351,563	$9,175,563	$420,644	$6,310	$4,206	$410,128
2	2026	$176,000	$9,491,836	$9,315,836	$427,075	$6,406	$4,271	$416,398
3	2027	$176,000	$9,634,213	$9,458,213	$433,602	$6,504	$4,336	$422,762
4	2028	$176,000	$9,778,727	$9,602,727	$440,227	$6,603	$4,402	$429,222
5	2029	$176,000	$9,925,408	$9,749,408	$446,952	$6,704	$4,470	$435,778
6	2030	$176,000	$10,074,289	$9,898,289	$453,777	$6,807	$4,538	$442,433
7	2031	$176,000	$10,225,403	$10,049,403	$460,705	$6,911	$4,607	$449,187
8	2032	$176,000	$10,378,784	$10,202,784	$467,736	$7,016	$4,677	$456,043
9	2033	$176,000	$10,534,466	$10,358,466	$474,874	$7,123	$4,749	$463,002
10	2034	$176,000	$10,692,483	$10,516,483	$482,118	$7,232	$4,821	$470,065
11	2035	$176,000	$10,852,870	$10,676,870	$489,470	$7,342	$4,895	$477,234
12	2036	$176,000	$11,015,663	$10,839,663	$496,934	$7,454	$4,969	$484,510
13	2037	$176,000	$11,180,898	$11,004,898	$504,509	$7,568	$5,045	$491,896
14	2038	$176,000	$11,348,612	$11,172,612	$512,197	$7,683	$5,122	$499,392
15	2039	$176,000	$11,518,841	$11,342,841	$520,001	$7,800	$5,200	$507,001
16	2040	$176,000	$11,691,623	$11,515,623	$527,922	$7,919	$5,279	$514,724
17	2041	$176,000	$11,866,998	$11,690,998	$535,962	$8,039	$5,360	$522,563
18	2042	$176,000	$12,045,003	$11,869,003	$544,123	$8,162	$5,441	$530,519
19	2043	$176,000	$12,225,678	$12,049,678	$552,405	$8,286	$5,524	$538,595
20	2044	$176,000	$12,409,063	$12,233,063	$560,813	$8,412	$5,608	$546,792
							GROSS TIF	**$9,508,245**
							NPV TF	**$4,871,400**

Current / Base Taxes	
County Appraised Value of Property	$550,000
Assesed Value (32%)	$176,000
Levy Rate	5.63440%
Annual Taxes	$9,917

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$49,218,750
Assesed Value (19%)	$9,351,563
Levy Rate	5.63440%
Annual Taxes	$526,904

Increment	
Estimated County Appraised Value of Property	$48,668,750
Assesed Value (19%)	$9,247,063
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	$423,922

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 4 - EATS. In Both CID's

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL SALES TAX COLLECTED
1	$0	$0	$0	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0	$0
							GROSS TIF	**$0**
							NPV TF	**$0**

Project Area 4	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID. In Both.	2.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	10.975%	

Project Area 4	Projected Annual Sales
Project Area 4	$0
Total	$0

Project Area 5

Project Area 5 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$96,416	$2,520,000	$2,423,584	$111,107	$1,667	$1,111	$108,329
2	2026	$96,416	$2,557,800	$2,461,384	$112,840	$1,693	$1,128	$110,019
3	2027	$96,416	$2,596,167	$2,499,751	$114,599	$1,719	$1,146	$111,734
4	2028	$96,416	$2,635,110	$2,538,694	$116,384	$1,746	$1,164	$113,474
5	2029	$96,416	$2,674,636	$2,578,220	$118,196	$1,773	$1,182	$115,241
6	2030	$96,416	$2,714,756	$2,618,340	$120,035	$1,801	$1,200	$117,034
7	2031	$96,416	$2,755,477	$2,659,061	$121,902	$1,829	$1,219	$118,854
8	2032	$96,416	$2,796,809	$2,700,393	$123,797	$1,857	$1,238	$120,702
9	2033	$96,416	$2,838,761	$2,742,345	$125,720	$1,886	$1,257	$122,577
10	2034	$96,416	$2,881,343	$2,784,927	$127,672	$1,915	$1,277	$124,480
11	2035	$96,416	$2,924,563	$2,828,147	$129,654	$1,945	$1,297	$126,412
12	2036	$96,416	$2,968,431	$2,872,015	$131,665	$1,975	$1,317	$128,373
13	2037	$96,416	$3,012,958	$2,916,542	$133,706	$2,006	$1,337	$130,363
14	2038	$96,416	$3,058,152	$2,961,736	$135,778	$2,037	$1,358	$132,383
15	2039	$96,416	$3,104,024	$3,007,608	$137,881	$2,068	$1,379	$134,434
16	2040	$96,416	$3,150,585	$3,054,169	$140,015	$2,100	$1,400	$136,515
17	2041	$96,416	$3,197,844	$3,101,428	$142,182	$2,133	$1,422	$138,627
18	2042	$96,416	$3,245,811	$3,149,395	$144,381	$2,166	$1,444	$140,771
19	2043	$96,416	$3,294,498	$3,198,082	$146,613	$2,199	$1,466	$142,948
20	2044	$96,416	$3,343,916	$3,247,500	$148,878	$2,233	$1,489	$145,156
							GROSS TIF	**$2,518,428**
							NPV TF	**$1,289,516**

Current / Base Taxes	
County Appraised Value of Property	$301,300
Assesed Value (32%)	$96,416
Levy Rate	5.63440%
Annual Taxes	$5,432

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$7,875,000
Assesed Value (32%)	$2,520,000
Levy Rate	5.63440%
Annual Taxes	$141,987

Increment	
Estimated County Appraised Value of Property	$7,573,700
Assesed Value (32%)	$2,423,584
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	$111,107

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 5 - EATS. In both CID's

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL SALES TAX COLLECTED
1	$0	$0	$0	$0	$0	$0	$0	$0
2	$0	$0	$0	$0	$0	$0	$0	$0
3	$0	$0	$0	$0	$0	$0	$0	$0
4	$0	$0	$0	$0	$0	$0	$0	$0
5	$0	$0	$0	$0	$0	$0	$0	$0
6	$0	$0	$0	$0	$0	$0	$0	$0
7	$0	$0	$0	$0	$0	$0	$0	$0
8	$0	$0	$0	$0	$0	$0	$0	$0
9	$0	$0	$0	$0	$0	$0	$0	$0
10	$0	$0	$0	$0	$0	$0	$0	$0
11	$0	$0	$0	$0	$0	$0	$0	$0
12	$0	$0	$0	$0	$0	$0	$0	$0
13	$0	$0	$0	$0	$0	$0	$0	$0
14	$0	$0	$0	$0	$0	$0	$0	$0
15	$0	$0	$0	$0	$0	$0	$0	$0
16	$0	$0	$0	$0	$0	$0	$0	$0
17	$0	$0	$0	$0	$0	$0	$0	$0
18	$0	$0	$0	$0	$0	$0	$0	$0
19	$0	$0	$0	$0	$0	$0	$0	$0
20	$0	$0	$0	$0	$0	$0	$0	$0
							GROSS TIF	**$0**
							NPV TF	**$0**

Project Area 5	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID - In both CID's	2.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	10.975%	

Project Area 5	Projected Annual Sales
Sales Subject to TIF	$0
Total	$0

Project Area 6

Project Area 6 - PILOTS

TIF YEAR	CALENDAR YEAR	INITIAL ASSESSED VALUE	FUTURE ASSESSED VALUE	INCREMENT	PILOT / TIF	CITY ADMIN FEE	COUNTY ADMIN FEE	TIF TOTAL
1	2025	$96,416	$1,008,000	$911,584	$41,791	$627	$418	$40,746
2	2026	$96,416	$1,023,120	$926,704	$42,484	$637	$425	$41,422
3	2027	$96,416	$1,038,467	$942,051	$43,187	$648	$432	$42,108
4	2028	$96,416	$1,054,044	$957,628	$43,901	$659	$439	$42,804
5	2029	$96,416	$1,069,854	$973,438	$44,626	$669	$446	$43,511
6	2030	$96,416	$1,085,902	$989,486	$45,362	$680	$454	$44,228
7	2031	$96,416	$1,102,191	$1,005,775	$46,109	$692	$461	$44,956
8	2032	$96,416	$1,118,724	$1,022,308	$46,867	$703	$469	$45,695
9	2033	$96,416	$1,135,505	$1,039,089	$47,636	$715	$476	$46,445
10	2034	$96,416	$1,152,537	$1,056,121	$48,417	$726	$484	$47,206
11	2035	$96,416	$1,169,825	$1,073,409	$49,209	$738	$492	$47,979
12	2036	$96,416	$1,187,373	$1,090,957	$50,014	$750	$500	$48,763
13	2037	$96,416	$1,205,183	$1,108,767	$50,830	$762	$508	$49,560
14	2038	$96,416	$1,223,261	$1,126,845	$51,659	$775	$517	$50,368
15	2039	$96,416	$1,241,610	$1,145,194	$52,500	$788	$525	$51,188
16	2040	$96,416	$1,260,234	$1,163,818	$53,354	$800	$534	$52,020
17	2041	$96,416	$1,279,137	$1,182,721	$54,221	$813	$542	$52,865
18	2042	$96,416	$1,298,324	$1,201,908	$55,100	$827	$551	$53,723
19	2043	$96,416	$1,317,799	$1,221,383	$55,993	$840	$560	$54,593
20	2044	$96,416	$1,337,566	$1,241,150	$56,899	$853	$569	$55,477
							GROSS TIF	**$955,656**
							NPV TF	**$488,413**

Current / Base Taxes	
County Appraised Value of Property	$301,300
Assesed Value (32%)	$96,416
Levy Rate	5.63440%
Annual Taxes	$5,432

Future Taxes Upon Buildout	
Estimated County Appraised Value of Property	$3,150,000
Assesed Value (32%)	$1,008,000
Levy Rate	5.63440%
Annual Taxes	$56,795

Increment	
Estimated County Appraised Value of Property	$2,848,700
Assesed Value (32%)	$911,584
TIF Captured Levy Rate	4.58440%
Annual Tax Increment	$41,791

Assumptions	
Discount Rate	7.00%
Annual Growth Rate for Property Value & Sales	101.50%
City Admin Fee	1.50%
County Admin Fee	1.00%

Project Area 6 - EATS. In both CID's

TIF YEAR	ANNUAL SALES	BASELINE SALES	ANNUAL SALES INCREMENT	50% OF COUNTY SALES TAX SUBJECT TO TIF	50% OF CITY SALES TAX SUBJECT TO TIF	50% OF CID SALES TAX SUBJECT TO TIF	ADMINISTRATION FEE	TOTAL SALES TAX COLLECTED
1	$1,320,000	$0	$1,320,000	$10,725	$20,625	$13,200	-$446	$44,105
2	$1,339,800	$0	$1,339,800	$10,886	$20,934	$13,398	-$452	$44,766
3	$1,359,897	$0	$1,359,897	$11,049	$21,248	$13,599	-$459	$45,438
4	$1,380,295	$0	$1,380,295	$11,215	$21,567	$13,803	-$466	$46,119
5	$1,401,000	$0	$1,401,000	$11,383	$21,891	$14,010	-$473	$46,811
6	$1,422,015	$0	$1,422,015	$11,554	$22,219	$14,220	-$480	$47,513
7	$1,443,345	$0	$1,443,345	$11,727	$22,552	$14,433	-$487	$48,226
8	$1,464,995	$0	$1,464,995	$11,903	$22,891	$14,650	-$494	$48,949
9	$1,486,970	$0	$1,486,970	$12,082	$23,234	$14,870	-$502	$49,683
10	$1,509,275	$0	$1,509,275	$12,263	$23,582	$15,093	-$509	$50,429
11	$1,531,914	$0	$1,531,914	$12,447	$23,936	$15,319	-$517	$51,185
12	$1,554,893	$0	$1,554,893	$12,634	$24,295	$15,549	-$525	$51,953
13	$1,578,216	$0	$1,578,216	$12,823	$24,660	$15,782	-$533	$52,732
14	$1,601,889	$0	$1,601,889	$13,015	$25,030	$16,019	-$541	$53,523
15	$1,625,918	$0	$1,625,918	$13,211	$25,405	$16,259	-$549	$54,326
16	$1,650,306	$0	$1,650,306	$13,409	$25,786	$16,503	-$557	$55,141
17	$1,675,061	$0	$1,675,061	$13,610	$26,173	$16,751	-$565	$55,968
18	$1,700,187	$0	$1,700,187	$13,814	$26,565	$17,002	-$574	$56,807
19	$1,725,690	$0	$1,725,690	$14,021	$26,964	$17,257	-$582	$57,660
20	$1,751,575	$0	$1,751,575	$14,232	$27,368	$17,516	-$591	$58,524
							GROSS TIF	**$1,019,858**
							NPV TF	**$522,796**

Project Area 6	Rate	Portion Captured by TIF
County	1.625%	50%
City	3.125%	50%
Proposed CID - In both CID's	2.000%	50%
State General	3.000%	0%
State Education	1.000%	0%
State Other	0.225%	0%
Total	10.975%	

Project Area 1 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$70,500,000	$705,000
2	$71,557,500	$715,575
3	$72,630,863	$726,309
4	$73,720,325	$737,203
5	$74,826,130	$748,261
6	$75,948,522	$759,485
7	$77,087,750	$770,878
8	$78,244,066	$782,441
9	$79,417,727	$794,177
10	$80,608,993	$806,090
11	$81,818,128	$818,181
12	$83,045,400	$830,454
13	$84,291,081	$842,911
14	$85,555,447	$855,554
15	$86,838,779	$868,388
16	$88,141,361	$881,414
17	$89,463,481	$894,635
18	$90,805,433	$908,054
19	$92,167,515	$921,675
20	$93,550,028	$935,500
21	$94,953,278	$949,533
22	$96,377,577	$963,776
23	$97,823,241	$978,232
24	$99,290,589	$992,906
25	$100,779,948	$1,007,799
26	$102,291,647	$1,022,916
27	$103,826,022	$1,038,260
	NON EATS Gross	**$23,255,608**
	NON EATS NPV	**$9,734,656**

Project Area 2 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$550,000	$2,750
2	$558,250	$2,791
3	$566,624	$2,833
4	$575,123	$2,876
5	$583,750	$2,919
6	$592,506	$2,963
7	$601,394	$3,007
8	$610,415	$3,052
9	$619,571	$3,098
10	$628,864	$3,144
11	$638,297	$3,192
12	$647,872	$3,239
13	$657,590	$3,288
14	$667,454	$3,337
15	$677,466	$3,387
16	$687,628	$3,438
17	$697,942	$3,490
18	$708,411	$3,542
19	$719,037	$3,595
20	$729,823	$3,649
21	$740,770	$3,704
22	$751,882	$3,760
23	$763,160	$3,816
24	$774,607	$3,873
25	$786,227	$3,931
26	$798,020	$3,990
27	$809,990	$4,050
	NON EATS Gross	**$90,715**
	NON EATS NPV	**$37,973**

Project Area 3 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$13,200,000	$132,000
2	$13,398,000	$133,980
3	$13,598,970	$135,990
4	$13,802,955	$138,030
5	$14,009,999	$140,100
6	$14,220,149	$142,202
7	$14,433,451	$144,335
8	$14,649,953	$146,500
9	$14,869,702	$148,697
10	$15,092,748	$150,928
11	$15,319,139	$153,191
12	$15,548,926	$155,489
13	$15,782,160	$157,822
14	$16,018,892	$160,189
15	$16,259,176	$162,592
16	$16,503,063	$165,031
17	$16,750,609	$167,506
18	$17,001,868	$170,019
19	$17,256,896	$172,569
20	$17,515,750	$175,158
21	$17,778,486	$177,785
22	$18,045,163	$180,452
23	$18,315,841	$183,159
24	$18,590,578	$185,906
25	$18,869,437	$188,695
26	$19,152,479	$191,525
27	$19,439,766	$194,398
	NON EATS Gross	**$4,354,245**
	NON EATS NPV	**$1,822,660**

Project Area 4 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$0	$0
2	$0	$0
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
21	$0	$0
22	$0	$0
23	$0	$0
24	$0	$0
25	$0	$0
26	$0	$0
27	$0	$0
	NON EATS Gross	**$0**
	NON EATS NPV	**$0**

Project Area 5 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$0	$0
2	$0	$0
3	$0	$0
4	$0	$0
5	$0	$0
6	$0	$0
7	$0	$0
8	$0	$0
9	$0	$0
10	$0	$0
11	$0	$0
12	$0	$0
13	$0	$0
14	$0	$0
15	$0	$0
16	$0	$0
17	$0	$0
18	$0	$0
19	$0	$0
20	$0	$0
21	$0	$0
22	$0	$0
23	$0	$0
24	$0	$0
25	$0	$0
26	$0	$0
27	$0	$0
	NON EATS Gross	**$0**
	NON EATS NPV	**$0**

Project Area 6 - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$1,320,000	$13,200
2	$1,339,800	$13,398
3	$1,359,897	$13,599
4	$1,380,295	$13,803
5	$1,401,000	$14,010
6	$1,422,015	$14,220
7	$1,443,345	$14,433
8	$1,464,995	$14,650
9	$1,486,970	$14,870
10	$1,509,275	$15,093
11	$1,531,914	$15,319
12	$1,554,893	$15,549
13	$1,578,216	$15,782
14	$1,601,889	$16,019
15	$1,625,918	$16,259
16	$1,650,306	$16,503
17	$1,675,061	$16,751
18	$1,700,187	$17,002
19	$1,725,690	$17,257
20	$1,751,575	$17,516
21	$1,777,849	$17,778
22	$1,804,516	$18,045
23	$1,831,584	$18,316
24	$1,859,058	$18,591
25	$1,886,944	$18,869
26	$1,915,248	$19,152
27	$1,943,977	$19,440
	NON EATS Gross	**$435,424**
	NON EATS NPV	**$435,424**

Total - Non EATS Capture		
CID YEAR	ANNUAL SALES	NON EATS CID REVENUE
1	$85,570,000	$852,950
2	$85,513,750	$865,744
3	$86,796,456	$878,730
4	$88,098,403	$891,911
5	$89,419,879	$905,290
6	$90,761,177	$918,869
7	$92,122,595	$932,653
8	$93,504,434	$946,642
9	$94,907,000	$960,842
10	$96,330,605	$975,255
11	$97,775,565	$989,883
12	$99,242,198	$1,004,732
13	$100,730,831	$1,019,803
14	$102,241,793	$1,035,100
15	$103,775,420	$1,050,626
16	$105,332,052	$1,066,386
17	$106,912,032	$1,082,381
18	$108,515,713	$1,098,617
19	$110,143,449	$1,115,096
20	$111,795,600	$1,131,823
21	$113,472,534	$1,148,800
22	$115,174,622	$1,166,032
23	$116,902,242	$1,183,523
24	$118,655,775	$1,201,276
25	$120,435,612	$1,219,295
26	$122,242,146	$1,237,584
27	$124,075,778	$1,256,148
	NON EATS Gross	**$28,135,993**
	NON EATS NPV	**$11,777,555**

Assumptions	
Discount Rate	7.00%

Prospect Village CID Properties (1%)		
CID YEAR	ANNUAL SALES	CID SALES TAX (1%)
1	$354,000,000	$3,540,000
2	$359,310,000	$3,593,100
3	$364,699,650	$3,646,997
4	$370,170,145	$3,701,701
5	$375,722,697	$3,757,227
6	$381,358,537	$3,813,585
7	$387,078,915	$3,870,789
8	$392,885,099	$3,928,851
9	$398,778,376	$3,987,784
10	$404,760,051	$4,047,601
11	$410,831,452	$4,108,315
12	$416,993,924	$4,169,939
13	$423,248,833	$4,232,488
14	$429,597,565	$4,295,976
15	$436,041,529	$4,360,415
16	$442,582,152	$4,425,822
17	$449,220,884	$4,492,209
18	$455,959,197	$4,559,592
19	$462,798,585	$4,627,986
20	$469,740,564	$4,697,406
21	$476,786,672	$4,767,867
22	$483,938,472	$4,839,385
23	$491,197,549	$4,911,975
24	$498,565,513	$4,985,655
25	$506,043,995	$5,060,440
26	$513,634,655	$5,136,347
27	$521,339,175	$5,213,392
CID Revenue Gross		**$116,772,842**
CID Revenue NPV		**$48,880,401**

Joplin Sports Facility CID Properties (1%)		
CID YEAR	ANNUAL SALES	CID SALES TAX (1%)
1	$447,000,000	$4,470,000
2	$453,705,000	$4,537,050
3	$460,510,575	$4,605,106
4	$467,418,234	$4,674,182
5	$474,429,507	$4,744,295
6	$481,545,950	$4,815,459
7	$488,769,139	$4,887,691
8	$496,100,676	$4,961,007
9	$503,542,186	$5,035,422
10	$511,095,319	$5,110,953
11	$518,761,749	$5,187,617
12	$526,543,175	$5,265,432
13	$534,441,323	$5,344,413
14	$542,457,942	$5,424,579
15	$550,594,812	$5,505,948
16	$558,853,734	$5,588,537
17	$567,236,540	$5,672,365
18	$575,745,088	$5,757,451
19	$584,381,264	$5,843,813
20	$593,146,983	$5,931,470
21	$602,044,188	$6,020,442
22	$611,074,851	$6,110,749
23	$620,240,974	$6,202,410
24	$629,544,588	$6,295,446
25	$638,987,757	$6,389,878
26	$648,572,573	$6,485,726
27	$658,301,162	$6,583,012
CID Revenue Gross		**$147,450,453**
CID Revenue NPV		**$61,721,862**

Assumptions	
Discount Rate	7.00%
Annual Growth	1.50%

EXHIBIT 6

EVIDENCE OF FINANCING COMMITMENT

See following page.

Enterprise Bank

August 12, 2024

Woodsonia Joplin, LLC
Attn: Drew Synder
20010 Manderson Street, Suite 101
Elkhorn NE 68022

Re: Prospect Village TIF, Joplin, Missouri

Dear Mr. Snyder,

We have reviewed the preliminary information that you have provided. The project seems well conceived and designed to fill a need in the community. We are excited about being a part of this project.

The purpose of this letter is to indicate our interest in providing funds to finance this proposed project. This loan will be subject to the bank's satisfactory review of all conditions outlined below, as well as customary due diligence, final underwriting, loan committee approval, and agreement to the bank's proposed terms.

Any bank financing would be conditioned upon the proposed project receiving all the necessary City approvals for planning and economic development incentive programs including final approval of the Prospect Village Tax Increment Financing Redevelopment Plan.

We look forward to working with you to provide financing necessary to complete the Prospect Village project to be performed by your development team.

We recognize that this letter will be submitted to the City of Joplin, Missouri for the purpose of reviewing the potential financing arrangements under consideration.

Sincerely,

Jeff Eikmeier
Chief Lending Officer

EXHIBIT 7

BLIGHT DETERMINATION

Prospect Village
Redevelopment Area

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
August 26, 2024

Patrick Sterrett
Sterrett Urban, LLC
704 Canter St.
Raymore, Missouri 64083
(816) 283.7222
psterrett@sterretturban.com

Prospect Village
Redevelopment Area

Blight Study

Woodsonia Joplin, LLC
Joplin, Missouri
August 26, 2024

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RSMo. 99.805(1)

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Section I
Introduction

The purpose of this analysis is to determine if the proposed Prospect Village Tax Increment Financing Plan that consists of approximately 74.99 acres (excluding right of way) and eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included) located generally south of E. 20th Street, west of South Davis Boulevard, and east of Geneva Avenue in Joplin, Jasper County, Missouri (as further described herein, the "Study Area"), qualify as a "blighted area" according to the Real Property Tax Increment Allocation Redevelopment Act – Sections 99.800 to 99.865 R.S.Mo. (the "TIF Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban, LLC (the "Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix E.

The Consultant visited the Study Area in September 2023 and in August 2024. The effective date of this study is August 26, 2024, the last date of inspection.

The Study Area is depicted in a map included on the following pages. The Study Area encompasses eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included) and approximately 74.99 acres of property.

Definitions

Tax Increment Financing

Tax Increment Financing ("TIF") is a financing/development tool that allows for new increments of tax revenues resulting from a specified redevelopment above past taxes on the property (payments in lieu of taxes, or "PILOTS") to be used to pay for approved project-related costs, infrastructure and capital improvements. Projects using TIF must have plans approved by both the Tax Increment Financing Commission ("TIFC") of the City of Joplin, Missouri, and the City of Joplin, Missouri, City Council ("City"). The TIF Act requires that TIF projects be only redevelopment projects which would not reasonably be expected to be developed without the assistance of TIF (often referred to as "but for").

In order for the City to implement a TIF plan pursuant to the TIF Act, the City must determine by ordinance that the redevelopment area described by the applicable TIF redevelopment plan (the "TIF Plan") qualifies under the TIF Act as: 1) a blighted area; 2) a conservation area; or 3) an economic development area; and that such redevelopment area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of TIF.

RSMo. 99.805 provides the following definitions for a blighted area, conservation area, or economic development area:

> *"Blighted area," an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which*

endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use (RSMo. 99.805(1)).

"Conservation area," any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997. For all redevelopment plans and projects approved on or after January 1, 2022, in retail areas, a conservation area shall meet the dilapidation factor as one of the three factors required under this subdivision (RSMo. 99.805(3)).

"Economic development area," any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

(a) Discourage commerce, industry or manufacturing from moving their operations to another state; or

(b) Result in increased employment in the municipality; or

(c) Result in preservation or enhancement of the tax base of the municipality (RSMo. 99.805(5)).

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed redevelopment area. According to state law, it is unnecessary for every condition of blight to be present to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the redevelopment area. With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Determination of Study Area Conditions" provides conclusions regarding the analysis and presence of blight in key areas; however, the City will make a final determination of a blighted area for the Study Area.

Study Methodology
The purpose of this work was to analyze conditions located within the Study Area to determine if the Study Area qualifies as a blighted area as defined in the TIF Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration for the Study Area. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis.

Data was collected to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through Jasper County and the city of Joplin and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the state and city.

The consultant visited the Study Area in September 2023 and again in August 2024. The effective date of the study is August 26, 2024, the last date of inspection.

Previous Blight Determinations
Proposed Redevelopment Area
The Study Area does not encompass any existing redevelopment plans, and has not previously been declared blighted by the city.

Legal Description
The Study Area consists of eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included). A legal description (abbreviated) of each of the property/tax parcels within the Study Area is included in Appendix A – Property Ownership & Legal Descriptions.

Ownership
The Study Area contains eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included), which are identified by the Jasper County Assessor's office. A complete listing of the property/tax parcels is included in Appendix A.

Study Area – Boundary Map



Section II

Study Area Overview

Location & Access

The Study Area encompasses approximately 74.99 acres (excluding right of way) and consists of eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included). The Study Area is generally located south of E. 20th Street, west of South Davis Boulevard, and east of Geneva Avenue in Joplin, Jasper County, Missouri.

The existing access points to the Study Area are located on E. 20th Street, S. Range Line Road, S. Geneva Avenue, E. 24th Street and E. 25th Street. A private street also provides access between S. Range Line Road and S. Geneva Avenue, north of 2117 S. Range Line Road. The Study Area has quick and easy access to Interstate 44, located slightly less than one mile to the south with a full interchange on S. Range Line Road. E. 20th Street, classified as a "Minor Arterial", is a major thoroughfare providing east/west access to the northern portion of the Study Area, and S. Range Line Road (also designated as Interstate 49 Business Route), which forms a small part of the western boundary of the Study Area, is classified as a "Principal Arterial" and is a primary commercial corridor in Joplin. As such the major thoroughfares provide the Study Area with excellent access to the regional and local highway/street network.

All streets adjacent and within the Study Area are two-way streets. Beside the two major thoroughfares providing access to the Study Area along with "Major Collectors" S. Geneva Avenue and S. Davis Boulevard, all other streets are designated as "Local Streets" or are unclassified, and provide good access to the Study Area and surrounding areas.

Bike routes and trails do not currently exist within the Study Areas and none are currently planned. According to the city's "Master Trail Plan" a trail is planned along E. 20th Street west of S. Range Line Road. Pedestrian access is excellent (along S. Range Line Road and E. 20th Street, although ADA-compliant warning pads do not always exist at intersections and crosswalks) to poor (nonexistent) within the Study Area. Sidewalks along the building improvements within the Study Area are generally in good condition, but typically lack ADA-compliant curb ramps. Most walking takes place across the surface parking lots which are generally in poor to good condition. Where deterioration has occurred, tripping hazards exist.

A demand response transit system, known as the Metro Area Public Transit System (MAPS), serves the entirety of the Study Area and much of the city. MAPS can be scheduled in advance for trips within its service area but has no fixed routes. MAPS operates Monday through Friday.

Land Area

There are eleven (11) property/tax parcels within the Study Area, of which two are only partially included. Per information obtained from the geographic information system of Jasper County, Missouri, the Study Area contains a total of approximately 74.99 acres (excluding right of way).

Topography
The Study Area slopes downward from east to west and from north to south. The highest elevation in the Study Area is at 1,080 feet at the northeast corner of 3545 E. 20th Street near the intersection of E. 20th Street and S. Davis Boulevard. The lowest elevation in the Study Area is generally at approximately 1,040 feet in the northwest corner of the Study Area along Geneva Avenue and includes a vacant lot/pad site (Parcel No. 20-4.0-18-000-000-014.004).

According to a flood plain map from the Federal Emergency Management Agency (FIRM No. 29097C0278E, effective 11/2/2012) a "Regulatory Floodway" (Joplin Creek) crosses the Study Area downhill from the eastern edge of the Study Area to the northwest corner of the Study Area south of E. 20th Street and S. Geneva Avenue as demonstrated in the FIRM map included in Appendix C. A fair amount of the northern portion of the Study Area located south of E. 20th Street is within an area designated as a 100-year flood plain and a few areas have been designated as a 500-year flood plain. Altogether five of the eleven property/tax parcels are impacted by the Regulatory Floodway and the 100-year flood plain areas.

Easements
The Consultant was not provided with a title report or survey that encompasses the Study Area. No overall evaluation can be developed regarding easements or other restrictions which may be in effect within the Study Area, although the National Pipeline Mapping System indicates a high-pressure gas transmission pipeline that traverses the Study Area in a generally north/south direction between E. 20th Street on the north and E. 25th Street on the south, and along the eastern edge of the Home Depot and International Paper properties. The existence of such a pipeline may hinder development or could be extremely costly to relocate.

Utilities
All utilities are available to the properties including electricity, water, sewer, and natural gas.

Zoning
Zoning in the Study Area is C-3 ("Commercial District") and M-2 ("Heavy Industrial District"). Below is a chart summarizing the intent of the C-3 and M-2 zoning classifications. A map of the Study Area exhibiting the zoning classifications follows. As illustrated in the map, six of the eleven properties in the Study Area are zoned C-3, and five of the eleven properties in the Study Area are zoned M-2.

Zoning Classification	Intent
C-3 Commercial	The C-3 district provides wide range retail, service and employment uses at a scale, intensity or in a format that requires a high level of vehicle accessibility and visibility, typically along corridors or other locations not easily integrated with other land uses or

	development patterns. Planned versions of this district can yield campus or mixed-use district patterns that are oriented to internal open space systems or other focal points of development.
M-2 Heavy Industrial	The M-2 district provides industrial uses that are generally not compatible with residential and/or commercial activity due to the scale, operation, intensity or impacts of activities, or due to the high level of transportation access and support infrastructure required of the business.

*City of Joplin, Missouri Zoning Ordinance, adopted by Ordinance No. 2022-119, effective August 2, 2022.



Prospect Village Redevelopment Area – Zoning

Environmental

Environmental Site Assessments (ESA) of the Study Area were not available, but an environmental covenant for much of the property in the Study Area owned by International Paper was provided by the Missouri Department of Natural Resources. As noted within the covenant:

> "From the early 1900s until approximately 1950, underground lead and zinc mining was conducted in and around Joplin. Rex Mining and Smelting Company became the eventual owner of the property currently occupied by the Joplin facility. Long-Bell Lumber Company and American Lumber & Treating Company purchased a portion of the property from Rex Mining in approximately 1937 and began wood treating operations. Long-Bell eventually purchased the entire property and continued operations until approximately 1956 when International Paper acquired the facility. Wood treating began in 1937 using creosote. Pentachlorophenol (PCP) treating solution (diesel and PCP) was added to the process in 1955. In 1979, PCP completely replaced creosote as the treatment solution. Per the Joplin facility's original RCRA permit, there are two closed solid waste landfills (Landfill 1 and Landfill 2) present on the Northern Parcel (Figure 2). Final closure of the landfills was completed in 1991 with the installation of clay caps. On April 30, 2006, International Paper ceased operations at the Joplin facility. International Paper elected to decommission the plant to facilitate potential future industrial use of the property." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

Soil data obtained from investigations conducted under the direction of the Missouri Department of Natural Resources (MDNR) and the U.S. Environmental Protection Agency (EPA) were compared to EPA's Industrial Regional Screening Levels (RSLs), dated June 2017. As noted in the covenant, based on these comparisons, PCP, benzo(a)pyrene (BaP) and polychlorinated dibenzo-p-dioxin/polychlorinated dibenzofuran (PCDD/PCDF) were identified as constituents of concern (COCs) for soils on the Property.

> "Modified industrial RSLs were calculated for the three COCs to evaluate the need for soil corrective action on the Property. Based on the comparison of soil concentrations to modified industrial RSLs, BaP does not pose an unacceptable risk and no further corrective action for soils is required related to this constituent. However, PCP and/or PCDD/PCDF concentrations remaining in soils at two distinct areas must be managed to address exposure due to direct contact with soil or indirect contact via air transport of soil particulates." ("Soil Management Plan – Northern Parcel," March 2018, p. 2)

A soil management plan has been developed as a part of the environmental covenant to address soil disturbance activities anticipated during development of the property. The soils on the property within the Study Area are generally acceptable for non-residential use only. However, the soils within the footprint of the southernmost Stormwater Terrace and the Framing Building Area must be managed separately from the remainder of soils in the property.

> "The soils at the Property are approved for non-residential use, only. Soils at locations throughout the Property, excluding the southernmost Stormwater Terrace and Framing Building Area, can be disturbed so long as the soils are kept within the boundaries of the

> Property and appropriate measures are taken to limit soil-runoff and particulate emissions. If grading or other disturbance activities call for removal of soil from those portions of the Property, waste characterization must be completed prior to offsite disposal at an appropriate disposal facility. Soils from the Property may not be re-used for any purpose at any location beyond the boundaries of the Property. ("Soil Management Plan – Northern Parcel," March 2018, p. 5)
>
> "If disturbance of soils within either the southernmost Stormwater Terrace or the Framing Building Area are planned, a Workplan must be developed to describe the scope and overall footprint of the proposed activities. Soils within these two areas cannot be reused in another location on the Property or offsite. A copy of the Workplan must be submitted to MDNR for review." ("Soil Management Plan – Northern Parcel," March 2018, p. 6)

Real Estate Taxes

A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the resulting assessed value of the Assessor's opinion of Market Value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2023 in the Study Area was $5.6344 per $100 of assessed valuation. In 2023 (the most recent year in which real estate taxes were collected), the assessed value of the Study Area was $1,217,567, generating a total of $68,602.55 in billable real estate taxes. Assessed values within the Study Area increased by 3.94% between 2019 and 2023 after increasing by 1.00% in 2023. All real property tax payments are current as of the date of this study.

Existing Improvements

The Study Area encompasses approximately 74.99 acres (excluding right of way) and consists of eleven (11) property/tax parcels (two of which only a portion of the property/tax parcel is included). The Study Area is generally located south of E. 20th Street, west of South Davis Boulevard, and east of Geneva Avenue in Joplin, Jasper County, Missouri.

The Study Area consists of 69.21 acres (excluding right of way) on seven property/tax parcels that are vacant, unimproved (or formerly improved) commercial/industrial property. The largest parcel in the Study Area, at 50 acres, along with approximately another adjacent 43.5 acres to the south that is not included in the Study Area, was formerly utilized as a paper mill, most recently by International Paper Company, who then closed the facility in 2006.

The remainder of the Study Area is developed with commercial uses in three primary buildings, all of one story, and include a former Red Hot and Blue restaurant (2601 S. Range Line Road) that has been closed since October 2022. The second building is also one story and accessed from S. Davis Boulevard. The property appears to be occupied by a construction company at

2120 S. Davis Boulevard. The third building, also accessed from S. Davis Boulevard, is occupied by a dental practice and is in good condition.

Altogether there is about 26,410 square feet of existing commercial/light industrial space developed within the Study Area.

Much of the Study Area was impacted by the 2011 tornado, but has not experienced the same level of investment since then as the S. Range Line Road corridor. The weighted average age of the improvements in the Study Area is approximately 26 years, with an average year built of 1998. The restaurant was constructed in 1970, the office building in 2012, and the flex building on S. Davis Boulevard is thought to have been constructed in 2012. The buildings are generally in fair to good condition. The exterior site improvements are generally in poor to fair condition.

Billboards
No billboards exist within the Study Area.

Joplin Southern Neighborhood

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with a latitude of 37.065544 and longitude of -94.472882, which is in the middle of the International Paper property.

	Population			
Lat. 37.065544, Long. -94.472882	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2024**	**2029**
One Mile	4,439	4,717	4,642	4,638
percent change (1 mi)		+6.3%	-1.6%	-0.1%
change from ’10 (1 mi)		+6.3%	+4.6%	+4.5%
Three Mile	37,462	38,345	38,983	39,772
percent change (3 mi)		+2.4%	+1.7%	+2.0%
change from ’10 (3 mi)		+2.4%	+4.1%	+6.2%
Five Mile	63,551	66,030	67,206	68,508
percent change (5 mi)		+3.9%	+1.8%	+1.9%
change from ’10 (5 mi)		+3.9%	+5.8%	+7.8%
Joplin	50,808	51,762	52,512	53,512
percent change		+1.9%	+1.4%	+1.9%
change from ’10		+1.9%	+3.4%	+5.3%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a rate of growth within one mile of the Study Area (+6.3%) that is more than triple that of the city and at least one-and-a-half times the rate of growth within three and five miles of the Study between 2010 and 2020 (2.4%-3.9%). Despite the period of growth nearest the Study Area between 2010 and 2020, population growth is forecasted to have declined in 2024 and continue to do so through 2029, albeit slightly. Growth within three and five miles of the Study Area, and growth within the city of Joplin, is forecast to have increased at similar rates of 1.4%-1.8% between 2020 and 2024, and 1.9%-2.0% between 2024 and 2029. The greatest rate of growth between 2010 and 2029 is projected to occur within three and five miles of the Study Area (+3.7%-3.8%), while the area nearest the Study Area is projected to lose population (-1.7%). The city grew at 3.4% over the same time.

	Median Household Income	
Lat. 37.065544, Long. -94.472882 Radius	**Forecast**	
	2024	**2029**
One Mile chg. from ’23 (1 mile)	51,024	54,597 +7.0%
Three Mile chg. from ’23 (3 mile)	50,235	54,744 +9.0%
Five Mile chg. from ’23 (5 mile)	52,961	58,237 +10.0%
Joplin chg. from ’23	51,025	55,628 +9.0%

Source: ESRI; Sterrett Urban, LLC

The median household income forecasted by ESRI for 2024 and 2029 within five miles of the Study Area is greater than the median household income ESRI forecasts for the city of Joplin. The median household income within one mile and three miles of the Study Area in 2024 and 2029 is forecasted by ESRI to be lower than the median household income for the city. The rate of income growth nearest the Study Area is also forecast to be lower than that of the city between 2024 and 2029 (7.0% compared to 9.0% for the city).

Unemployment

The most recent unemployment data for the Study Area is for that portion of the City of Joplin located in Jasper County, Missouri. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Joplin, Missouri (Jasper County)
July 2024 *(not seasonally adjusted)*

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
22,119	21,068	1,051	4.8%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Joplin, MO metropolitan statistical area in July 2024 was 4.7%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered “full employment.”

Section III

Determination of Study Area Conditions

Significant findings of the Prospect Village Redevelopment Area Blight Study are presented in the discussion that follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in September 2023 and in August 2024. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether blighted conditions as defined by the TIF Act exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definition includes: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. Appendix D of this report includes a table exhibiting the blighting factors present at each property parcel within the Study Area.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the TIF Act:

> *"Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use* (RSMo. 99.805(1)).

Several court cases provide additional direction in the consideration of blight:

- It is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974).

- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).

- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza

Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- In order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Cause Component 1: Insanitary or Unsafe Conditions

There are several locations within the Study Area exhibiting unsafe or insanitary conditions. The most prevalent and/or impactful include the presence of environmental liabilities on the International Paper Company property (as previously detailed), and as noted previously the presence of floodways and stormwater mitigation areas that impact five of the eleven properties. Also unsafe is trash/debris, the deterioration of pavement throughout the surface parking lots and drive aisles which creates tripping hazards, faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles, and overgrown vegetation, particularly on those properties along S. Geneva Avenue and along S. Davis Boulevard.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent signage, substandard curb ramps, and nonexistent warning pads on sidewalks at intersections and crosswalks.

Examples of this condition are shown below. Additional photographs of deteriorated pavement are included in *Cause Component 2: Deterioration of Site Improvements*.

The Study Area exhibited insanitary or unsafe conditions and is a major contributor to blight. Nine of the eleven properties in the Study Area exhibited insanitary or unsafe conditions, or about 97% of the Study Area.

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International Paper Co. – looking west – overgrown vegetation; uneven pavement; contaminated property



Planet Fitness pad site – overgrown vegetation; deterioration of drive aisle



Planet Fitness pad site – lack of pedestrian circulation; overgrown vegetation



3534 E. 20th St – looking south – overgrown vegetation



3534 E. 20th St – looking east – lack of pedestrian circulation; trash/debris



3534 E. 20th St – looking south – overgrown vegetation; lack of pedestrian circulation



3435 E. 20th St – looking northwest – trash/debris



2120 S. Davis Blvd – looking southwest – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



2120 S. Davis Blvd – looking west – trash/debris; overgrown vegetation



International Paper Co. – looking northwest – contaminated property; abandoned rail spur



International Paper Co. – looking northwest – contaminated property



E. 25th St – looking north – stormwater mitigation area, floodway



2601 S. Range Line Rd – deterioration of parking lot, uneven pavement; noncompliant ADA parking spaces



2601 S. Range Line Rd – debris on sidewalk



International Paper Co. – looking east – lack of pedestrian circulation; neglected property



Prospect Village Redevelopment Area – Flood Zone

Cause Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

The most common examples of structural deterioration found in the Study Area included the deterioration of walls and failure of finishes. The following photos are examples of structural deterioration in the Study Area.



2601 S. Range Line Rd – looking northeast – failure of finishes; deterioration of pavement



2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



2120 S. Davis Blvd – looking east – deterioration of gutter, drive aisle and parking area; failure of finishes

In addition to structural deterioration, a variety of blight conditions was observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, ancillary buildings, fences, and infrastructure, and the lack of or neglected landscaping.

Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.

Structural deterioration was not common in the Study Area, as there are only three primary buildings in the Study Area. Deterioration of non-primary improvements, however, is evident throughout the Study Area.

The Study Area exhibited insanitary or unsafe conditions and is a moderate contributor to blight. Six of the eleven properties in the Study Area exhibited deterioration of site improvements, or about 57% of the Study Area.



International Paper Co. – looking northwest – deterioration of ancillary building



International Paper Co. – looking north – deterioration of Peters Street



3110 E. 20th Street – looking north – deterioration of drive aisle



Planet Fitness pad site – looking north – deterioration of drive aisle and surface parking lot



2601 S. Range Line Rd – looking west – deterioration of surface parking lot



2601 S. Range Line Rd – looking east – deterioration of drive aisle



2601 S. Range Line Rd – looking east – deterioration of surface parking lot (gravel)



International Paper Co. – looking south – deterioration of fence; lack of landscaping



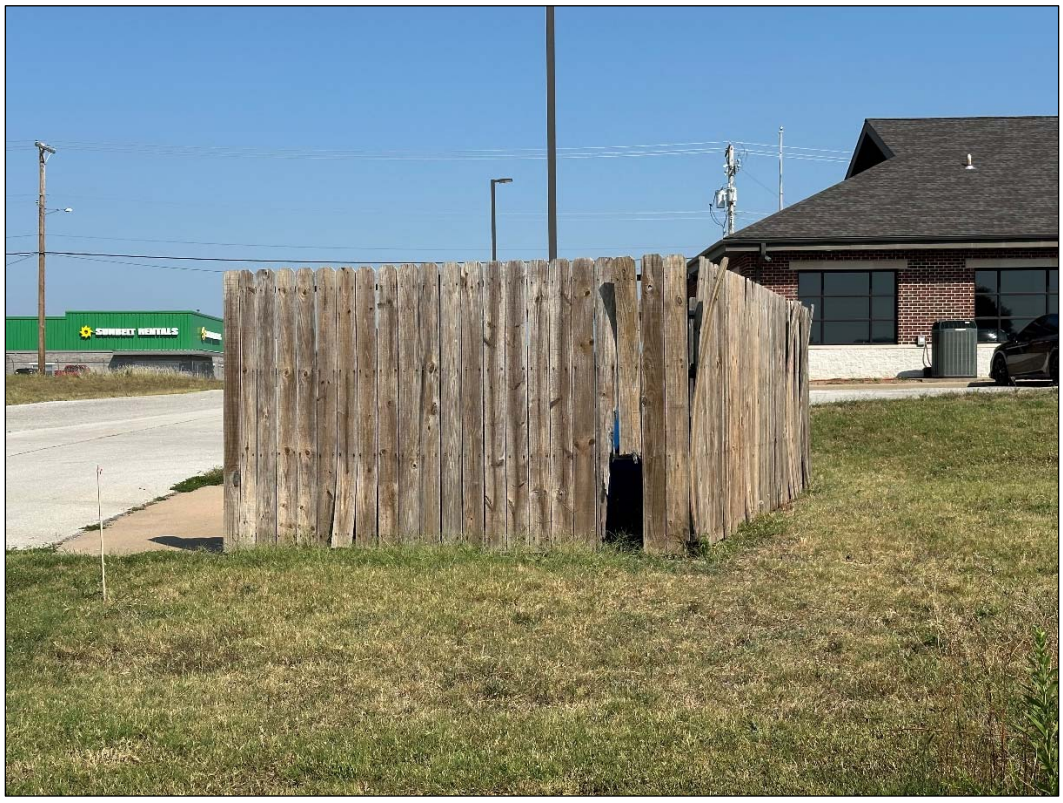
International Paper Co. – looking south – deterioration of fence; overgrown vegetation



Planet Fitness pad site – looking southwest – deterioration of infrastructure



2120 S. Davis Blvd – looking south – deterioration of fence, gravel parking lot; overgrown vegetation



2120 S Davis Blvd – looking east – deterioration of trash enclosure

Cause Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Fire safety and crime information for the Study Area indicated fewer reported incidents than in other areas of Joplin in the past twelve months.

As noted previously environmental liabilities exist within the Study Area on that property/tax parcel currently owned by International Paper that would endanger life and/or property. The International Paper property and four other properties are impacted by a floodway that, at times of certain weather events, could endanger life or property.

The existence of conditions which endanger life or property by fire and other causes were identified within the Study Area and are a major contributor to blight in the Study Area.

Summary of Blighting Factors
The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, the parcel within the Study Area satisfies each of the three blighting cause factors, and all are evident in more than 50% of the Study Area.

Prospect Village
Redevelopment Area
Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	11	100%	74.99	100%
Blighting Factors				
Insanitary or unsafe conditions	9	81.8%	72.88	97.2%
Deterioration of site improvements	6	54.5%	57.12	76.2%
Existence of conditions which endanger life or property by fire and other causes	5	45.5%	62.17	82.9%
Parcels with Preponderance of Blighting Factors	**7**	**63.6%**	**64.83**	**86.5%**

Effect Component 1: Retards the Provision of Housing Accommodations
As noted previously, the environmental liabilities that exist at the International Paper Company property has resulted in the Missouri Department of Natural Resources and the U.S. Environmental Protection Agency prohibiting residential use as a future land use.

Other vacant property/tax parcels have not been developed since the tornado impacted the Study Area in 2011, although millions of dollars of investment have occurred in multifamily and commercial development in the vicinity of the Study Area. Underlying factors have impacted the ease with which the vacant properties in the Study Area could be developed, due largely to flooding issues and environmental liabilities.

The blighting conditions within the Study Area have retarded the provision of housing accommodations.

Effect Component 2: Constitutes an Economic or Social Liability
The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has increased by 3.94% since 2019, and by 1.00% in 2023. In comparison, assessed valuation of commercial real estate in Jasper County increased by 20.0% since 2019 and increased 5.3% in 2023. Growth is occurring in Jasper County and in Joplin, but not within the Study Area.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacant land in the Study Area is excessive. While one parcel is utilized as a detention basin and another as stormwater mitigation, other vacant land that could be developed is excessive and has a negative impact on the remainder of the Study Area. That vacant land includes the International Paper Company, whose soil management plan adds considerable cost to development, particularly since a fair share of the property is in a floodway. The lack of development on these parcels, when growth is taking place within the adjacent S. Range Line Road corridor, is an indication that blight exists.

- The improved properties located in the Study Area, due to physical condition, utilization, and age, as evaluated by the Jasper County Assessor, when compared to comparable properties indicate assessed values of the improvements are generating reduced tax revenue to the various taxing jurisdictions and are an indicator of blight. The restaurant on S. Range Line Road has been vacant for about two years and is generating much less in tax revenue than when it was operating. One other parcel, used to mitigate

stormwater drainage, is owned by the city and does not generate any tax revenues for the taxing jurisdictions.

The presence of unsafe conditions, particularly those that endanger life, is a social liability. That includes the contaminated International Paper Company property, as well as those parcels that violate the city's property nuisance code, which are evident primarily along S. Geneva Avenue and S. Davis Boulevard.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area and the existence of environmental liabilities and a floodway. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements and little action with respect to the contaminated vacant land, resulting in the potential for underperformance with respect to sales tax income and property assessments. For the existing businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and the lack of development – in a high-traffic location on S. Range Line Road – indicates the Study Area is blighted.

Conclusion

A predominance of the components that make up the definition of blight per the TIF Act was present in the proposed Prospect Village Redevelopment Area.

The dominant blighting factor is the physical deterioration of site improvements and unsafe conditions throughout the Study Area. The low assessed values of the International Paper Company property due to environmental contamination and the low assessed values of those properties in the remainder of the Study Area due to the deterioration of improvements, and the underutilization of those properties, indicate blight is present within the proposed Prospect Village Redevelopment Area. The above combine to create economic underutilization and an inability to pay reasonable property taxes, and endanger life, thereby creating an economic and social liability for the City and other taxing jurisdictions.

Therefore, the Consultant has determined that the proposed Prospect Village Redevelopment Area, as of August 26, 2024, is a "blighted area" according to the definition provided in the TIF Act and constitutes an economic and social liability, and is a menace to the public health, safety, or welfare in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	3534 E 20TH ST	20-4.0-18-000-000-012.000	FLETCHER REALTY	JOP MISC BEG 186.75' W NE COR NW TH S 680' W 448.41' N 680' E TO BEG EX N 30' & EX E 30'
2	2120 DAVIS ST	20-4.0-18-000-000-013.000	KAP PROPERTY INVESTMENTS	JOP MISC BEG 635.16' W & 30' S NE COR NW S 570' W 443.29' NWLY 205.6' N 425' E TO POB EX COM NE CPR NW 1/4 S 89 DEG W 635.33' TO POB S 500.12' S 89 DEG W 541.30' N 45 DEG W 64.01
3	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002	CONTINENCE RESTORATION CENTER	JOP MISC BEG 2858.38' W & 680' S NE COR S 770' W 225.3' N 750' W 181.41' N 20' +/- E 414.19' TO POB EX COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W
4	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	HUKILL DUANE D & HOLLY L TR	JOP MISC COM NE COR NW 1/4 N 88 DEG W 216.75' S 909.18' TO POB S 540.77' N 88 DEG W 227.79' N 540.76' S 88 DEG E 231.37 TO POB
5	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.000	INTERNATIONAL PAPER COMPANY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG E 75' SW ALG RR SPUR TO KCS
6	3110 E 20TH ST	20-4.0-18-000-000-014.003	HD DEVELOPMENT OF MARYLAND INC	HOME DEPOT LOT 1 EX ST
7	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.004	RANGELINE INVESTORS	HOME DEPOT LOT 2 EX COM SE COR LOT 2 E 179.43' TO POB N 135.39' W 4.29' N 31.24' E 8.89' N 31.91' W 4.10' N 65.30' E 2.18' N 64.44' E 217.48'
8	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.005	HOME DEPOT USA INC	HOME DEPOT LOT 3
9	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.006	JOPLIN CITY	JOP MISC BEG 400' E & 1300' S NW SEC COR S 500' S 33 DEG E 114.8' S 309.25' W 10.7' S 709.86' W 389.55' S 40' E 640' S 520.7' E 250' S 74.72' S 49 DEG
10	2601 S RANGELINE RD	20-4.0-18-000-000-031.000	ACME LAND COMPANY	JOP MISC BEG 2716.25' S & 60' E NW COR NW E 392.2' S 201.10 W 116.72' N 63' W 277.25' N TO POB EX HWY
11	NO ADDRESS ASSIGNED	20-4.0-18-000-000-031.001	ACME LAND COMPANY	JOP MISC BEG 50' E & S 212' FR NW COR SW 1/4 SEC 18 E 280.55' S 62.66' W 280.53' N TO POB

NOTES:
Parcel No. 4 (No Address Assigned - Parcel No. 20-4.0-18-000-000-014.000) is part of a larger parcel. The portion included in the Redevelopment Area is approximately 50.0 acres. The entire parcel consists of 93.48 acres. The legal description shown above is for the entire parcel.

Parcel No. 5 (3110 E 20th St - Parcel No. 20-4.0-18-000-000-014.003) is part of a larger parcel. The portion included in the Redevelopment Area is approximately 0.82 acres. The entire parcel consists of 11.24 acres. The legal description shown above is for the entire parcel.

PARCEL MAP KEY



Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	2019	2020	2021	2022	2023	Taxes 2023	Taxes Delinquent	NOTES
1	20-4.0-18-000-000-012.000	211,520	211,520	211,520	211,520	211,520	11,917.87	0.00	
2	20-4.0-18-000-000-013.000	132,930	132,930	136,260	136,260	140,520	7,917.46	0.00	
3	20-4.0-18-000-000-013.002	181,090	181,090	181,350	181,350	197,400	11,122.30	0.00	
4	20-4.0-18-000-000-013.004	29,060	29,060	29,060	29,060	29,060	1,637.37	0.00	
5	20-4.0-18-000-000-014.000	84,194	84,194	86,949	86,949	78,840	4,442.18	0.00	1
6	20-4.0-18-000-000-014.003	75,231	75,231	75,761	75,761	77,416	4,361.94	0.00	2
7	20-4.0-18-000-000-014.004	95,750	95,750	96,420	96,420	95,680	5,390.99	0.00	
8	20-4.0-18-000-000-014.005	29,280	29,280	29,280	29,280	29,280	1,649.75	0.00	
9	20-4.0-18-000-000-014.006	0	0	0	0	0	0.00	0.00	
10	20-4.0-18-000-000-031.000	262,940	262,940	284,640	284,640	283,550	15,976.34	0.00	
11	20-4.0-18-000-000-031.001	69,440	69,440	74,300	74,300	74,300	4,186.35	0.00	
	Total	1,171,435	1,171,436	1,205,540	1,205,540	1,217,567	68,602.55	0.00	
	Annual Change %		0.00%	2.91%	0.00%	1.00%			
	Cumulative Change %		0.00%	2.91%	2.91%	3.94%			

NOTES:

1 Only 50 acres of the total 93.48 acres in the parcel are included in the Study Area. The values shown are prorated for that portion of the property included in the Study Area.

2 Only 0.82 acres of the total 11.24 acres in the parcel are included in the Study Area. The values shown are prorated for that portion of the property included in the Study Area.

Appendix C

Supplemental Information

FIRM Map No. 29097C0278E, effective 11/02/2012

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Missouri State Plane coordinate system, west zone (FIPSZONE 2403). Transverse Mercator projection. Horizontal datum was NAD 83, GRS80 spheroid. Differences in datum, spheroid or projection used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov/ or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov/.

Planimetric **base map** information shown on all FIRM panels was derived from 2-foot orthoimagery collected in 2008. Base map information shown on the FIRM was provided in digital format by the State of Missouri, Missouri Spatial Data Information Service (MSDIS).

Based on updated topographic information, this map reflects more detailed and up-to-date **stream channel configurations and floodplain delineations** than those shown on the previous FIRM for this jurisdiction. As a result, the Flood Profiles and Floodway Data tables may reflect stream channel distances that differ from what is shown on the map. Also, the road to floodplain relationships for unrevised streams may differ from what is shown on previous maps.

The "**profile base lines**" depicted on this map represent the hydraulic modeling baselines that match the flood profiles in the FIS report. As a result of improved topographic data, the "profile base line" in some cases, may deviate significantly from the channel centerline or appear outside the SFHA.

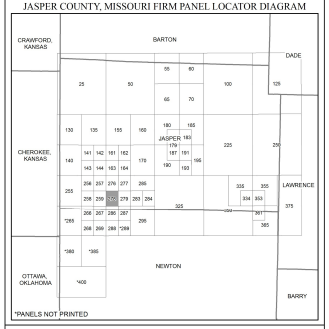
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

For information on available products associated with this FIRM visit the **FEMA Map Service Center** website at http://msc.fema.gov. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the MSC website.

If you have **questions about this map**, how to order products or the National Flood Insurance Program in general, please call the FEMA Map Information eXchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA website at http://www.fema.gov/.

JASPER COUNTY, MISSOURI FIRM PANEL LOCATOR DIAGRAM





LEGEND

SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual chance flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

ZONE A	No Base Flood Elevations determined.
ZONE AE	Base Flood Elevations determined.
ZONE AH	Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
ZONE AO	Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
ZONE AR	Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
ZONE A99	Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
ZONE V	Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
ZONE VE	Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

ZONE X	Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

ZONE X	Areas determined to be outside the 0.2% annual chance floodplain.
ZONE D	Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAS)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- Boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths, or flood velocities.
- CBRS and OPA boundary
- International, State, or County boundary
- Corporate, Extraterritorial Jurisdiction, or Urban Growth boundary
- Area Not Included boundary
- Military Reservation, Native American Lands boundary
- 513 Base Flood Elevation line and value; elevation in feet*
- (EL 987) Base Flood Elevation value where uniform within zone; elevation in feet*
- * Referenced to the North American Vertical Datum of 1988
- A — A Cross section line
- 23 — 23 Transect line
- 87°07'45", 32°22'30" Geographic coordinates referenced to the North American Datum of 1983 (NAD 83)
- 4276 000mE 1000-meter Universal Transverse Mercator grid values, zone 15
- 600000 FT 5000-foot grid ticks: Missouri State Plane coordinate system, west zone (FIPSZONE 2403), Transverse Mercator projection
- DX5510 × Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 River Mile
- Aqueduct, Culvert, Flume, Penstock, or Storm Sewer
- Road or Railroad Bridge

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
MARCH 16, 2006

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
November 2, 2012 - to update corporate limits, to change Special Flood Hazard Areas, to reflect updated topographic information, to incorporate previously issued Letters of Map Revision, and to change floodway

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'
250 0 500 1000 FEET
150 0 150 300 METERS

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0278E

FIRM
FLOOD INSURANCE RATE MAP

JASPER COUNTY, MISSOURI
AND INCORPORATED AREAS

PANEL 278 OF 400
(SEE LOCATOR DIAGRAM OR MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
DUQUESNE, CITY OF	290728	0278	E
JOPLIN, CITY OF	290183	0278	E

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
29097C0278E

MAP REVISED
NOVEMBER 2, 2012

Federal Emergency Management Agency

Appendix D

Summary of Properties & Blighting Factors Present

No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	3534 E 20TH ST	20-4.0-18-000-000-012.000	■			1	6.22	
2	2120 DAVIS ST	20-4.0-18-000-000-013.000	■	■		2	2.80	■
3	2120 S DAVIS BLVD	20-4.0-18-000-000-013.002		■		1	1.29	
4	2120 S DAVIS BLVD	20-4.0-18-000-000-013.004	■		■	1	2.79	■
5	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.000	■	■	■	2	50.00	■
6	3110 E 20TH ST	20-4.0-18-000-000-014.003				0	0.82	
7	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.004	■	■	■	2	1.34	■
8	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.005	■		■	1	1.83	
9	NO ADDRESS ASSIGNED	20-4.0-18-000-000-014.006	■		■	1	6.21	■
10	2601 S RANGELINE RD	20-4.0-18-000-000-031.000	■	■		2	1.29	■
11	NO ADDRESS ASSIGNED	20-4.0-18-000-000-031.001	■	■		2	0.40	■
	TOTALS		**9**	**6**	**5**	**15**	**74.99**	**7**
			72.88	**57.12**	**62.17**			**64.83**
			97.2%	**76.2%**	**82.9%**			**86.5%**

Appendix E

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

6. I made a personal inspection of the property that is the subject of this report on August 26, 2024.

7. This study is not based on a requested result or a specific conclusion.

8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analyses and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

STERRETTURBAN LLC

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Patrick Sterrett, AICP
Principal

STERRETTURBAN LLC
Urban Planning & Development Services

Select Professional Experience

Sterrett Urban LLC
2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study – Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 – 2006

Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:

- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

EXHIBIT 8

APPLICANT'S AFFIDAVIT

See Following Page

DEVELOPER AFFIDAVIT

STATE OF Nebraska)
) ss.
COUNTY OF Douglas)

COMES NOW, Drew Snyder, and being first duly sworn, on his oath states:

1. I am over the age of eighteen (18) and competent to testify to the following matters of my own knowledge and on behalf of Prospect Village, LLC, a Nebraska Limited Liability Company.

2. I am the Managing Member of Prospect Village, LLC, the proposed developer for the Prospect Village Tax Increment Financing Plan (the "TIF Plan"), as designated in the TIF Plan.

3. The Redevelopment Area on the whole is "Blighted Area" as that term is defined in the Real Property Tax Increment Allocation Development Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri. The proposed development in the Redevelopment Area will not be used solely for the development of commercial business that will unfairly compete in the local economy, and such development is in the public interest because it will increase employment in and enhance the tax base of the City. The Redevelopment Area on the whole has not been subject to growth and development through investment by private enterprise.

4. The Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing.

5. Prospect Village, LLC, will not and could not be reasonably expected to develop the Redevelopment Area without the adoption of the proposed TIF Plan.

Prospect Village, LLC

Drew Snyder, Member

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this 15th day of August, 2024.

Natalie Wordekemper
Notary Public

My Commission Expires:
10/28/2024

Natalie Wordekemper
Printed Name

State of Nebraska – General Notary
NATALIE WORDEKEMPER
My Commission Expires
October 28, 2024

EXHIBIT 9

ESTIMATED REDEVELOPMENT SCHEDULE

ESTIMATED OPENING DATES

Project 1A	2028-2034
Project 1B	2028-2034
Project 2	2027-2028
Project 3A	2028-2034
Project 3B	2028-2034
Project 5	2028-2034
Project 6	2026-2028

EXHIBIT 10

WOODSONIA MARKETPLACE TAX INCREMENT FINANCING
BUSINESS RELOCATION ASSISTANCE PLAN

The Developer is not anticipating the need to provide relocation assistance to any businesses within the Redevelopment Area pursuant to this Business Relocation Assistance Plan. However, in the event relocation of any occupant is necessary, it will be carried out in accordance with Section 523.205 of the Revised Statutes of Missouri, and pursuant to the following Business Relocation Assistance Plan:

1. Definitions. The following terms shall have the meanings set forth below for purposes of this Business Relocation Assistance Plan. Capitalized terms not otherwise defined shall have the meaning set forth in the Woodsonia Marketplace Tax Increment Redevelopment Financing Plan.

1.1 Business: Any lawful activity that is conducted: (a) primarily for the purchase, sale or use of personal or real property or for the manufacture, processing or marketing of products or commodities; or (b) primarily for the sale of services to the public.

1.2 Displaced Person: Any Person that moves from the real property which is within the Redevelopment Area or moves such Person's personal property from real property which is within the Redevelopment Area permanently and voluntarily as a direct result of the acquisition, rehabilitation or demolition of, or the written notice of intent to acquire, such real property, in whole or in part, for a public purpose.

Eligible Displaced Person: Any Displaced Person who occupied the real property to be acquired for not less than ninety (90) days prior to the Initiation of Negotiations and who is required to vacate such real property.

1.3 Handicapped Displaced Person: Any Displaced Person who is deaf, legally blind or orthopedically disabled to the extent that acquisition of another residence presents a greater burden than other Persons would encounter or to the extent that modifications to the replacement residence would be necessary.

1.4 Initiation of Negotiations: The delivery of the initial written offer of just compensation by the acquiring entity, to the owner of the real property, to purchase such real property for a Redevelopment Project, or the notice to the Person that he will be displaced by rehabilitation or demolition.

1.5 Person: Any individual, family, partnership, corporation or association.

1.6 Referral Site Notice: The written notice of referral sites to be provided to Displaced Persons by the Developer pursuant to Section 4 of this Business Relocation Assistance Plan.

1.7 Relocation Payment: The payment to be made from the Special Allocation Fund to an Eligible Displaced Person pursuant to Section 6 of this Business Relocation Plan.

2. Availability of Relocation Assistance. All Eligible Displaced Persons shall have the right to receive relocation assistance in accordance with the terms of this Business Relocation Assistance Plan, or alternatively, pursuant to a negotiated plan between the Developer and the Business. In no event shall relocation assistance be provided to any Person who purposely resides or locates such Person's Business in the Redevelopment Area solely for the purpose of obtaining relocation benefits.

3. **Notice to Vacate**. The Developer shall give to every Displaced Person a written notice to vacate not less than ninety (90) days prior to the date such Displaced Person is required to vacate its premises.

4. **Referrals**. The Developer shall provide each Displaced Person operating a Business in the Redevelopment Area with written notice of a minimum of three (3) suitable referral sites for such Business. The Referral Site Notice shall be provided to each Handicapped Displaced Person ninety (90) days prior and to each other Displaced Person sixty (60) days prior, to the date such Displaced Person is required to vacate its respective premises. The Developer shall make arrangements for transportation for Displaced Persons to inspect referral sites upon receipt of a written request from such Displaced Person for transportation addressed to the Developer in care of Rouse Frets White Goss Gentile Rhodes, P.C., 4510 Belleview, Suite 300, Kansas City, Missouri 64111, Attn: William B. Moore, Esq.

5. **Notice of Relocation Plan**. Concurrently with the provision of a Referral Site Notice, the Developer shall notify Eligible Displaced Persons in writing of the availability of Relocation Payments and assistance under this Business Relocation Assistance Plan.

6. **Relocation Payments**. Each Eligible Displaced Person shall be entitled to the following Relocation Payment from the Special Allocation Fund.

6.1 **Displaced Businesses**. Each Eligible Displaced Person operating a Business located in the Redevelopment Area shall be provided with, at the option of such Eligible Displaced Person, either: (a) a $1,500 fixed payment; or (b) actual costs of moving, including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery. Each such Eligible Displaced Person must elect one of the foregoing payment options and give

notice of such election to the Developer not less than thirty (30) days prior to the date such Displaced Person is required to vacate its premises.

7. **Special Needs**. Any Displaced Person who believes that such Displaced Person has any special needs as the result of such Displaced Person's income, age, size of family, nature of business, availability of suitable replacement facilities and vacancy rates of affordable facilities may advise the Developer of such needs and such needs shall be given specific consideration with respect to the relocation benefits offered to such Displaced Person. To notify the Developer of such special needs, the Displaced Person having such needs must deliver written notice to the Developer in care of Rouse Frets White Goss Gentile Rhodes, P.C. at 4510 Belleview, Suite 300, Kansas City, Missouri 64111, Attention: William B. Moore, Esq. Such notice shall identify the special needs and the basis of the special need. The Developer reserves the right to require from any Displaced Person claiming special needs, reasonable evidence of the alleged facts upon which a claim for special needs is based (by way of example, copies of income tax returns if income is an issue).

8. **Deadline for Claims and Payments**. All claims for Relocation Payments shall be filed by the Displaced Person with the Developer within six (6) months after: (a) for tenants, the date of displacement; or (b) for owners, the date of displacement or the final payment for the acquisition of the real property, whichever is later. Payment for a satisfactory claim for Relocation Payments shall be made by the Developer within thirty (30) days following the Developer's receipt of sufficient documentation to support the claim.

9. **Advance Payment**. If an Eligible Displaced Person demonstrates the need for an advance payment of the Relocation Payment in order to avoid or reduce a hardship, the Developer shall issue the Relocation Payment subject to such safeguards as the Developer may reasonably establish and are appropriate to ensure that the objective of the Relocation Payment is accomplished.

10. **Waiver of Payment**. Any Eligible Displaced Person, who is also the owner of the applicable real property, may waive Relocation Payments as part of the negotiations for acquisition of the real property owned by such Eligible Displaced Person. Such waiver shall be in writing, shall disclose the Eligible Displaced Person's knowledge of the provisions of this Business Relocation Assistance Plan and Section 523.205 of the Revised Statutes of Missouri and knowledge of entitlement to Business Relocation Payments under this Business Relocation Assistance Plan, and shall be filed with the Developer.

11. **Reports**. The Developer shall deliver a report to the City which report shall include, but not be limited to:

(a) The name and addresses of all Displaced Persons;

(b) Specific relocation payments to be made to each Displaced Person; and

(c) A sample form of all notices provided to each Displaced Person.

12. **Amendment**. In the event that a court of competent jurisdiction determines that this Business Relocation Assistance Plan does not satisfy the minimum requirements of Section 523.205 of the Revised Statutes of Missouri, then this Business Relocation Assistance Plan shall be automatically and retroactively amended to the minimum extent necessary to bring this Business Relocation Assistance Plan in conformity with the minimum requirements of Section 523.205 of the Revised Statutes of Missouri.

EXHIBIT 11

COST-BENEFIT ANALYSIS

SEE ATTACHED

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Summary

	Without Project - Tax Revenue			With Project - Tax Revenue			Increase in Tax Revenues With Project			Total Tax Revenue Increase With Project
	Real Property	Personal Property	Sales/Hotel	Real Property	Personal Property	Sales/Hotel	Real Property	Personal Property	Sales/Hotel	
City of Joplin	$ 51,839	$ 24	$ -	$ 51,839	$ 29,610	$ 35,138,767	$ -	$ 29,586	$ 35,138,767	$ 35,168,353
Jasper County	$ 33,075	$ 15	$ -	$ 33,075	$ 18,892	$ 15,461,057	$ -	$ 18,877	$ 15,461,057	$ 15,479,934
Joplin Hotel	$ -	$ -	$ -	$ -	$ -	$ 4,050,239	$ -	$ -	$ 4,050,239	$ 4,050,239
School District R8	$ 1,086,663	$ 499	$ -	$ 1,086,663	$ 620,686	$ -	$ -	$ 620,188	$ -	$ 620,188
Library	$ 73,008	$ 34	$ -	$ 73,008	$ 41,701	$ -	$ -	$ 41,668	$ -	$ 41,668
Joplin Road District	$ 66,358	$ 30	$ -	$ 66,358	$ 37,903	$ -	$ -	$ 37,872	$ -	$ 37,872
Dev Disability	$ 25,088	$ 12	$ -	$ 25,088	$ 14,330	$ -	$ -	$ 14,319	$ -	$ 14,319
Mental Health	$ 25,088	$ 12	$ -	$ 25,088	$ 14,330	$ -	$ -	$ 14,319	$ -	$ 14,319
State Blind Pension	$ 8,907	$ 4	$ -	$ 162,785	$ 5,088	$ -	$ 153,878	$ 5,084	$ -	$ 158,962
Commercial Surtax	$ 302,841	$ -	$ -	$ 5,534,705	$ -	$ -	$ 5,231,864	$ -	$ -	$ 5,231,864
State	$ -	$ -	$ -	$ -	$ -	$ 95,015,225	$ -	$ -	$ 95,015,225	$ 95,015,225
TOTAL	$ 1,672,868	$ 629	$ -	$ 7,058,610	$ 782,540	$ 149,665,288	$ 5,385,742	$ 781,911	$ 149,665,288	$ 155,832,941

NOTES

> Revenue collected from Commercial Surtax is distributed to the taxing authorities in the same manner that the real estate tax is distributed to the taxing authorities.
> Project proposes traditional TIF funding of Redevelopment Project Costs from 100% of real property increment (PILOTs) and 50% of economic activity taxes (EATs).

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Assumptions

REAL PROPERTY LEVY RATES (2023)		
	LEVY	PILOT %
City of Joplin	0.1746	3.81%
Jasper County	0.1114	2.43%
School District R8	3.6600	79.84%
Library	0.2459	5.36%
Joplin Road District	0.2235	4.88%
Dev Disability	0.0845	1.84%
Mental Health	0.0845	1.84%
State Blind Pension	0.0300	0.00%
Commercial Surtax	1.0200	0.00%
Total TIF Captured Levy Rate	4.5844	100.00%
Total Real Property Levy Rate	5.6344	

REAL PROPERTY NOTES
Blind Pension & Commercial Surtax are not captured by TIF
Commercial Surtax levied only against commercial real property
Majority of IPC land is outside of Project Areas 1A, 1C, 2 and 5. Total value of IPC Parcel ($460,620) is divided amonst Project Areas as follows: 1A (15%), 1C (5%), 5 (15%) based on estimated Area sizes. All of IPC improvements value attributed to later anticipated project areas.
Proposed Project Areas for a later amendment to Plan, 1C and 3c are included in this Analysis, but as detailed in Section II.B of the TIF Plan, the Developer understands that when the FEMA maps are revised, it will have to prepare a specific amendment to the TIF Plan to approve a development in yet to be defined Project Areas tentatively referred to as Project Areas 1C, 3C and 4. None of the floodplain property is currently within a designated Redevelopment Project Area.
Allocation of parcel real property valuation is fluid to accommodate chnges to layout. Total reasl property, however, remains the same no matter the allocation.

PERSONAL PROPERTY LEVY RATES (2023)		
	LEVY	PPTAX %
Jasper County	0.1114	2.66%
School District R8	3.6600	87.27%
Joplin Road District	0.2235	5.33%
Developmental Disability	0.0845	2.01%
Mental Health	0.0845	2.01%
State Blind Pension	0.0300	0.72%
Total Levy Rate	4.1939	100.00%

MISCELLANEOUS	
Semi-Annual Increase to Post-Development Appraised Values	3.00%
Discount / Interest Rate	7.00%
Real Property Commercial Assessment Rate	32%
Personal Property Commercial Assessment Rate	33.33%
Real Property Residential Assessment Rate	19%
Sales Tax on restaurant in Project Area 1B estimated as relatively nominal	
Pers Prop 7y Straight Line Depreciation & 2% Annual AV Growth	
Annual Sales Growth	2%

SALES TAX ASSUMPTIONS	
	LEVY
City of Joplin	3.125%
Jasper County	1.375%
State of Missouri	4.225%
Joplin Hotel Sales Tax (Not captured as EATs)	4.000%
Total TIF Captured Levy Rate	4.500%
Total Levy Rate not including Hotel Tax)	8.725%

Real Property Tax Information by Parcel

Project Area	Project Areas' Acreage	Tax Parcel ID	Owner	Address (per Assessor)	Class	App Value Total	App Value Land	App Value Imp	Assmt Value Total	Assmt Value Land	Assmt Value Imp
1A, 1C, 4 and 5	93.48	20-401-8000000-14000	International Paper Company (IPC)	Behind Home Depot	Commercial	$ 460,620	$ 274,750	$ 185,870	$ 147,400	$ 87,920	$ 59,480
1B	0.40	20-401-8000000-31001	Acme Land Co	S RANGELINE RD	Commercial	$ 232,190	$ 232,190	$ -	$ 74,300	$ 74,300	$ -
1B	1.29	20-401-8000000-31000	Acme Land Co (Vacant Restaurant)	2601 S RANGELINE RD	Commercial	$ 886,070	$ 561,610	$ 324,460	$ 283,550	$ 179,720	$ 103,830
2	2.79	20-401-8000000-13004	Hukill Duanne & Holly L	2120 S DAVIS BLVD	Commercial	$ 90,800	$ 90,800	$ -	$ 29,056	$ 29,060	$ -
2	6.21	20-401-8000000-14006	City - IAV of $0 reflects exemption	E 25TH ST	Exempt	$ -	$ -	$ -	$ -	$ -	$ -
2	1.29	20-401-8000000-13002	Continence Restoration Center	2120 S DAVIS BLVD	Commercial	$ 616,880	$ 53,700	$ 563,180	$ 197,402	$ 17,180	$ 180,220
3 (A, B & C)	6.22	20-401-8000000-12000	Fletcher Realty	3534 E 20TH ST	Commercial	$ 661,000	$ 661,000	$ -	$ 211,520	$ 211,520	$ -
4	2.80	20-401-8000000-13000	KAP PROPERTY INVESTMENTS	2120 DAVIS ST	Commercial	$ 439,120	$ 140,000	$ 299,120	$ 140,520	$ 44,800	$ 95,720
4	1.83	20-401-8000000-14005	HOME DEPOT USA INC	E 20TH ST	Commercial	$ 91,500	$ 91,500	$ -	$ 29,280	$ 29,280	$ -
6	1.34	20-401-8000000-14004	Rangeline Investors	S GENEVA AVE	Commercial	$ 299,000	$ 274,400	$ 24,600	$ 95,680	$ 87,810	$ 7,870

Real Property Pre-Development Appraised and Assessed Values by Project Areas

Project Area	Allocation of Real Property Tax Parcels Amongst Project Areas	Class	App Value Total	App Value Land	App Value Imp	Assmt Value Total	Assmt Value Land	Assmt Value Imp
1A	15% of IPC property attributed to Project Area 1A	Commercial	$ 78,387	$ 78,387	$ -	$ 25,084	$ 25,084	$ -
1B	Total of Acme Land lots (Small portion of 1B comprised of IPC parcel)	Commercial	$ 1,118,260	$ 793,800	$ 324,460	$ 357,850	$ 254,020	$ 103,830
1C	5% of IPC property attributed to Project Area 1C	Commercial	$ 13,738	$ 13,738	$ -	$ 4,396	$ 4,396	$ -
2	Total of Hukill, Continence & City parcels. City exempt with $0 IAV. Hukill & Continence parcel taxable.	Comm/Exempt	$ 707,680	$ 144,500	$ 563,180	$ 226,458	$ 46,240	$ 180,220
3 (A, B & C)	Total of Fletcher Realty lots	Commercial	$ 661,000	$ 661,000	$ -	$ 211,520	$ 211,520	$ -
4	65% of IPC Property, KAP, Home Depot	Commercial	$ 830,023	$ 410,088	$ 419,936	$ 265,610	$ 131,228	$ 134,382
5	15% of IPC property attributed to Project Area 5	Commercial	$ 69,093	$ 41,213	$ 27,881	$ 22,110	$ 13,188	$ 8,922
6	Rangeline parcel	Commercial	$ 299,000	$ 274,400	$ 24,600	$ 95,680	$ 87,810	$ 7,870

Real Property Post-Development Appraised and Assessed Values by Project Area

Project Area	Notes Regarding Estimated Allocation of Parcels Amongst Project Areas	Class	App Value Total	App Value Land	App Value Imp	Assd Value Total	Assmt Value Land	Assmt Value Imp
1A	Anchor Retailer ($11.525MM projected improvement valuation)	Commercial	$ 11,525,000	$ 78,387	$ 11,446,614	$ 3,688,000	$ 25,084	$ 3,662,916
1B & 1C	Convenience Store ($4.5MM projected improvement valuation), Retial Pad ($2.0MM projected improvement valuation)	Commercial	$ 6,500,000	$ 793,800	$ 1,706,200	$ 2,080,000	$ 254,016	$ 545,984
2	Joplin Sports Complex	Exempt	$ -	$ -	$ -	$ -	$ -	$ -
3 (A, B & C)	Three Retail Pad Sites ($10.5MM projected improvement valuation)	Commercial	$ 10,500,000	$ 661,000	$ 9,839,000	$ 3,360,000	$ 211,520	$ 3,148,480
4	Multi-Family 375 units ($49,218,750 projected improvement valuation; Land Value held constant)	Residential	$ 49,218,750	$ 410,088	$ 48,808,663	$ 9,351,563	$ 77,917	$ 9,273,646
5	Hotel / Fletcher Parking Lot ($7.875MM projected improvement valuation)	Commercial	$ 7,875,000	$ 41,213	$ 7,833,788	$ 2,520,000	$ 13,188	$ 2,506,812
6	Medical Office Building ($301,300 projected improvements valuation)	Commercial	$ 3,150,000	$ 274,400	$ 2,875,600	$ 1,008,000	$ 87,808	$ 920,192

Personal Property Pre-Development Appraised and Assessed Values by Project Area

Project Area	Allocation of Personal Property Amongst Project Areas	Class	App Value	Assd Value
1A	0% of IPC personal property attributed to Project Area 1A (100% of IPC pp attributed to anticipated project area)	Commercial	$ -	$ -
1B	Total of Acme Land lots (Small portion of 1B comprised of IPC parcel)	Commercial	$ 3,660	$ 1,220
1C	0% of IPC personal property attributed to Project Area 1C (100% of IPC pp attributed to anticipated project area)	Commercial	$ -	$ -
2	Total of Hukill, Continence & City parcels. City exempt with $0 IAV. Hukill & Continence parcel taxable.	Exempt	$ -	$ -
3 (A, B & C)	Total of Fletcher Realty lots	Commercial	$ -	$ -
4	Multi-Family 375 units	Residential	$ -	$ -
5	0% of IPC personal property attributed to Project Area 5 (100% of IPC pp attributed to anticipated project area)	Commercial	$ -	$ -
6	Total of Rangeline & Ridgecrest parcels	Commercial	$ -	$ -

Personal Property Post-Development Appraised and Assessed Values by Project Area

Project Area	Notes Regarding Estimated Allocation of Personal Property Amongst Project Areas	Class	App Value	Assd Value
1A	Anchor Retailer (Appraised Value equal to anticipated personal property post-development)	Commercial	$ 2,000,000	$ 666,600
1B	Convenience Store (Appraised Value equal to anticipated personal property post-development)	Commercial	$ 500,000	$ 166,650
1C	Two Retail Pad Sites (Appraised Value equal to anticipated personal property post-development)	Commercial	$ 200,000	$ 66,660
2	Joplin Sports Complex	Exempt	$ -	$ -
3 (A, B & C)	Three Retail Pad Sites (Appraised Value equal to anticipated personal property post-development)	Commercial	$ 300,000	$ 99,990
4	Multi-Family 375 units	Residential	$ 375,000	$ 124,988
5	Hotel / Fletcher Parking (EAV equal to anticipated personal property post-development) - Hotel Tax Not capturable as EATs	Commercial	$ 1,000,000	$ 333,300
6	Medical Office Building (Appraised Value equal to anticipated personal property post-development)	Commercial	$ 200,000	$ 66,660

MO 7y Straight Line Depreciation Percentages	
Year	Percentage
1	89%
2	70%
3	55%
4	43%
5	31%
6	18%
7	10%

Pre- and Post-Development Sales		
Project Area	Pre-Development Sales	Post-Development Sales
1A	$ -	$ 65,000,000
1B	$ -	$ 2,200,000
1C	$ -	$ 3,300,000
2	$ -	$ 550,000
3 (A, B & C)	$ -	$ 13,200,000
4	$ -	$ -
5 (NOTE)	$ -	$ 3,850,000
6	$ -	$ 1,320,000

NOTE: Under TIF Act, sales tax revenue from hotel rental rates is not capturable by TIF. All hotel rentals are subject only to Jopline Hotel Sales Tax.

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Real Property Tax Revenues Without Project

| REAL PROPERTY TAX REVENUE - WITHOUT PROJECT (TAXING DISTRICT TAX REVENUE BASED ON IAV) | | |

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Real Property Tax Revenue With Project

REAL PROPERTY TAX REVENUE - WITH PROJECT (PILOTS REVENUE USED TO FUND TIF REIMBURSABLE PROJECT COSTS; TAXING DISTRICT TAX REVENUES BASED ON IAV)

	TIF Year					TIF Year							TIF Year					TIF Year					TIF Year														
Calendar Year	Project 1A	1A - IAV	1A - EAV	1A - PILOTs AV	Project 1B	1B - IAV	1B - EAV	1B - PILOTs AV	Project 1C	1C - IAV	1C- EAV	1C - PILOTs AV	Project 2	2 - IAV	2 - EAV	2 - PILOTs AV	Project 3(A,B&C)	3 - IAV	3 - EAV	3 - PILOTs AV	Project 4	4 - IAV	4 - EAV	4 - PILOTs AV	Project 5	5 - IAV	5 - EAV	5 - PILOTs AV	Project 6	6 - IAV	6 - EAV	6 - PILOTs AV	Total IAV - Districts	Total EAV - Blind & Surtax
2024		$ 25,084	$ 3,688,000	$ 3,662,916		$ 357,850	$ 2,080,000	$ 1,722,150		$ 4,396	$ -	$ -		$ 226,458	$ -	$ -		$ 211,520	$ 3,360,000	$ 3,148,480		$ 265,610	$ 9,351,563	$ 9,085,953		$ 22,110	$ 2,520,000	$ 2,497,890		$ 95,680	$ 1,008,000	$ 912,320		
2025		$ 25,836	$ 3,798,640	$ 3,772,804		$ 368,586	$ 2,142,400	$ 1,773,815		$ 4,528	$ -	$ -		$ 233,252	$ -	$ -		$ 217,866	$ 3,460,800	$ 3,242,934		$ 273,578	$ 9,632,109	$ 9,358,531		$ 22,773	$ 2,595,600	$ 2,572,827		$ 98,550	$ 1,038,240	$ 939,690		
2026		$ 25,836	$ 3,798,640	$ 3,772,804		$ 368,586	$ 2,142,400	$ 1,773,815		$ 4,528	$ -	$ -		$ 233,252	$ -	$ -		$ 217,866	$ 3,460,800	$ 3,242,934		$ 273,578	$ 9,632,109	$ 9,358,531		$ 22,773	$ 2,595,600	$ 2,572,827	1	$ 98,550	$ 1,038,240	$ 939,690	$ 98,550	$ 1,038,240
2027		$ 26,611	$ 3,912,599	$ 3,885,988		$ 379,643	$ 2,206,672	$ 1,827,029		$ 4,664	$ -	$ -		$ 240,249	$ -	$ -		$ 224,402	$ 3,564,624	$ 3,340,222		$ 281,786	$ 9,921,073	$ 9,639,287		$ 23,456	$ 2,673,468	$ 2,650,012	2	$ 101,507	$ 1,069,387	$ 967,880	$ 341,756	$ 1,069,387
2028	1	$ 26,611	$ 3,912,599	$ 3,885,988	1	$ 379,643	$ 2,206,672	$ 1,827,029	1	$ 4,664	$ -	$ -	2	$ 240,249	$ -	$ -	1	$ 224,402	$ 3,564,624	$ 3,340,222	1	$ 281,786	$ 9,921,073	$ 9,639,287	1	$ 23,456	$ 2,673,468	$ 2,650,012	3	$ 101,507	$ 1,069,387	$ 967,880	$ 1,282,318	$ 23,347,823
2029	2	$ 27,410	$ 4,029,977	$ 4,002,568	2	$ 391,032	$ 2,272,872	$ 1,881,840	2	$ 4,804	$ -	$ -	3	$ 247,457	$ -	$ -	2	$ 231,134	$ 3,671,563	$ 3,440,429	2	$ 290,239	$ 10,218,705	$ 9,928,466	2	$ 24,160	$ 2,753,672	$ 2,729,512	4	$ 104,552	$ 1,101,469	$ 996,917	$ 1,320,788	$ 24,048,258
2030	3	$ 27,410	$ 4,029,977	$ 4,002,568	3	$ 391,032	$ 2,272,872	$ 1,881,840	3	$ 4,804	$ -	$ -	4	$ 247,457	$ -	$ -	3	$ 231,134	$ 3,671,563	$ 3,440,429	3	$ 290,239	$ 10,218,705	$ 9,928,466	3	$ 24,160	$ 2,753,672	$ 2,729,512	5	$ 104,552	$ 1,101,469	$ 996,917	$ 1,320,788	$ 24,048,258
2031	4	$ 28,232	$ 4,150,876	$ 4,122,645	4	$ 402,763	$ 2,341,058	$ 1,938,295	4	$ 4,948	$ -	$ -	5	$ 254,880	$ -	$ -	4	$ 238,068	$ 3,781,710	$ 3,543,642	4	$ 298,946	$ 10,525,266	$ 10,226,320	4	$ 24,885	$ 2,836,282	$ 2,811,397	6	$ 107,689	$ 1,134,513	$ 1,026,824	$ 1,360,411	$ 24,769,705
2032	5	$ 28,232	$ 4,150,876	$ 4,122,645	5	$ 402,763	$ 2,341,058	$ 1,938,295	5	$ 4,948	$ -	$ -	6	$ 254,880	$ -	$ -	5	$ 238,068	$ 3,781,710	$ 3,543,642	5	$ 298,946	$ 10,525,266	$ 10,226,320	5	$ 24,885	$ 2,836,282	$ 2,811,397	7	$ 107,689	$ 1,134,513	$ 1,026,824	$ 1,360,411	$ 24,769,705
2033	6	$ 29,079	$ 4,275,403	$ 4,246,324	6	$ 414,846	$ 2,411,290	$ 1,996,444	6	$ 5,096	$ -	$ -	7	$ 262,527	$ -	$ -	6	$ 245,210	$ 3,895,161	$ 3,649,951	6	$ 307,915	$ 10,841,024	$ 10,533,109	6	$ 25,632	$ 2,921,371	$ 2,895,739	8	$ 110,919	$ 1,168,548	$ 1,057,629	$ 1,401,223	$ 25,512,797
2034	7	$ 29,079	$ 4,275,403	$ 4,246,324	7	$ 414,846	$ 2,411,290	$ 1,996,444	7	$ 5,096	$ -	$ -	8	$ 262,527	$ -	$ -	7	$ 245,210	$ 3,895,161	$ 3,649,951	7	$ 307,915	$ 10,841,024	$ 10,533,109	7	$ 25,632	$ 2,921,371	$ 2,895,739	9	$ 110,919	$ 1,168,548	$ 1,057,629	$ 1,401,223	$ 25,512,797
2035	8	$ 29,951	$ 4,403,665	$ 4,373,714	8	$ 427,292	$ 2,483,629	$ 2,056,337	8	$ 5,249	$ -	$ -	9	$ 270,403	$ -	$ -	8	$ 252,566	$ 4,012,016	$ 3,759,450	8	$ 317,152	$ 11,166,255	$ 10,849,102	8	$ 26,400	$ 3,009,012	$ 2,982,611	10	$ 114,247	$ 1,203,605	$ 1,089,358	$ 1,443,260	$ 26,278,181
2036	9	$ 29,951	$ 4,403,665	$ 4,373,714	9	$ 427,292	$ 2,483,629	$ 2,056,337	9	$ 5,249	$ -	$ -	10	$ 270,403	$ -	$ -	9	$ 252,566	$ 4,012,016	$ 3,759,450	9	$ 317,152	$ 11,166,255	$ 10,849,102	9	$ 26,400	$ 3,009,012	$ 2,982,611	11	$ 114,247	$ 1,203,605	$ 1,089,358	$ 1,443,260	$ 26,278,181
2037	10	$ 30,850	$ 4,535,775	$ 4,504,925	10	$ 440,110	$ 2,558,138	$ 2,118,027	10	$ 5,407	$ -	$ -	11	$ 278,515	$ -	$ -	10	$ 260,143	$ 4,132,376	$ 3,872,233	10	$ 326,667	$ 11,501,242	$ 11,174,576	10	$ 27,193	$ 3,099,282	$ 3,072,090	12	$ 117,674	$ 1,239,713	$ 1,122,039	$ 1,486,558	$ 27,066,526
2038	11	$ 30,850	$ 4,535,775	$ 4,504,925	11	$ 440,110	$ 2,558,138	$ 2,118,027	11	$ 5,407	$ -	$ -	12	$ 278,515	$ -	$ -	11	$ 260,143	$ 4,132,376	$ 3,872,233	11	$ 326,667	$ 11,501,242	$ 11,174,576	11	$ 27,193	$ 3,099,282	$ 3,072,090	13	$ 117,674	$ 1,239,713	$ 1,122,039	$ 1,486,558	$ 27,066,526
2039	12	$ 31,775	$ 4,671,848	$ 4,640,073	12	$ 453,314	$ 2,634,882	$ 2,181,568	12	$ 5,569	$ -	$ -	13	$ 286,870	$ -	$ -	12	$ 267,947	$ 4,256,347	$ 3,988,400	12	$ 336,467	$ 11,846,280	$ 11,509,813	12	$ 28,008	$ 3,192,261	$ 3,164,252	14	$ 121,205	$ 1,276,904	$ 1,155,700	$ 1,531,155	$ 27,878,522
2040	13	$ 31,775	$ 4,671,848	$ 4,640,073	13	$ 453,314	$ 2,634,882	$ 2,181,568	13	$ 5,569	$ -	$ -	14	$ 286,870	$ -	$ -	13	$ 267,947	$ 4,256,347	$ 3,988,400	13	$ 336,467	$ 11,846,280	$ 11,509,813	13	$ 28,008	$ 3,192,261	$ 3,164,252	15	$ 121,205	$ 1,276,904	$ 1,155,700	$ 1,531,155	$ 27,878,522
2041	14	$ 32,729	$ 4,812,004	$ 4,779,275	14	$ 466,913	$ 2,713,928	$ 2,247,015	14	$ 5,736	$ -	$ -	15	$ 295,476	$ -	$ -	14	$ 275,986	$ 4,384,038	$ 4,108,052	14	$ 346,561	$ 12,201,668	$ 11,855,107	14	$ 28,849	$ 3,288,028	$ 3,259,180	16	$ 124,841	$ 1,315,211	$ 1,190,371	$ 1,577,089	$ 28,714,877
2042	15	$ 32,729	$ 4,812,004	$ 4,779,275	15	$ 466,913	$ 2,713,928	$ 2,247,015	15	$ 5,736	$ -	$ -	16	$ 295,476	$ -	$ -	15	$ 275,986	$ 4,384,038	$ 4,108,052	15	$ 346,561	$ 12,201,668	$ 11,855,107	15	$ 28,849	$ 3,288,028	$ 3,259,180	17	$ 124,841	$ 1,315,211	$ 1,190,371	$ 1,577,089	$ 28,714,877
2043	16	$ 33,710	$ 4,956,364	$ 4,922,653	16	$ 480,920	$ 2,795,346	$ 2,314,426	16	$ 5,908	$ -	$ -	17	$ 304,341	$ -	$ -	16	$ 284,265	$ 4,515,559	$ 4,231,294	16	$ 356,958	$ 12,567,718	$ 12,210,760	16	$ 29,714	$ 3,386,669	$ 3,356,955	18	$ 128,586	$ 1,354,668	$ 1,226,082	$ 1,624,402	$ 29,576,324
2044	17	$ 33,710	$ 4,956,364	$ 4,922,653	17	$ 480,920	$ 2,795,346	$ 2,314,426	17	$ 5,908	$ -	$ -	18	$ 304,341	$ -	$ -	17	$ 284,265	$ 4,515,559	$ 4,231,294	17	$ 356,958	$ 12,567,718	$ 12,210,760	17	$ 29,714	$ 3,386,669	$ 3,356,955	19	$ 128,586	$ 1,354,668	$ 1,226,082	$ 1,624,402	$ 29,576,324
2045	18	$ 34,722	$ 5,105,055	$ 5,070,333	18	$ 495,348	$ 2,879,206	$ 2,383,858	18	$ 6,085	$ -	$ -	19	$ 313,471	$ -	$ -	18	$ 292,793	$ 4,651,026	$ 4,358,233	18	$ 367,666	$ 12,944,750	$ 12,577,083	18	$ 30,605	$ 3,488,269	$ 3,457,664	20	$ 132,443	$ 1,395,308	$ 1,262,864	$ 1,673,134	$ 30,463,613
2046	19	$ 34,722	$ 5,105,055	$ 5,070,333	19	$ 495,348	$ 2,879,206	$ 2,383,858	19	$ 6,085	$ -	$ -	20	$ 313,471	$ -	$ -	19	$ 292,793	$ 4,651,026	$ 4,358,233	19	$ 367,666	$ 12,944,750	$ 12,577,083	19	$ 30,605	$ 3,488,269	$ 3,457,664					$ 1,540,691	$ 29,068,306
2047	20	$ 35,763	$ 5,258,206	$ 5,222,443	20	$ 510,209	$ 2,965,583	$ 2,455,374	20	$ 6,268	$ -	$ -					20	$ 301,577	$ 4,790,557	$ 4,488,980	20	$ 378,696	$ 13,333,092	$ 12,954,396	20	$ 31,524	$ 3,592,917	$ 3,561,394					$ 1,264,036	$ 29,940,355

District	City of Joplin	Jasper County	School District R8	Library	Joplin Road District	Dev Disability	Mental Health	State Blind Pension	Commercial Surtax
Levy Rate	0.1746	0.1114	3.6600	0.2459	0.2235	0.0845	0.0845	0.0300	1.0200
	$ 172	$ 110	$ 3,607	$ 242	$ 220	$ 83	$ 83	$ 311	$ 10,590
	$ 597	$ 381	$ 12,508	$ 840	$ 764	$ 289	$ 289	$ 321	$ 10,908
	$ 2,239	$ 1,429	$ 46,933	$ 3,153	$ 2,866	$ 1,084	$ 1,084	$ 7,004	$ 238,148
	$ 2,306	$ 1,471	$ 48,341	$ 3,248	$ 2,952	$ 1,116	$ 1,116	$ 7,214	$ 245,292
	$ 2,306	$ 1,471	$ 48,341	$ 3,248	$ 2,952	$ 1,116	$ 1,116	$ 7,214	$ 245,292
	$ 2,375	$ 1,515	$ 49,791	$ 3,345	$ 3,041	$ 1,150	$ 1,150	$ 7,431	$ 252,651
	$ 2,375	$ 1,515	$ 49,791	$ 3,345	$ 3,041	$ 1,150	$ 1,150	$ 7,431	$ 252,651
	$ 2,447	$ 1,561	$ 51,285	$ 3,446	$ 3,132	$ 1,184	$ 1,184	$ 7,654	$ 260,231
	$ 2,447	$ 1,561	$ 51,285	$ 3,446	$ 3,132	$ 1,184	$ 1,184	$ 7,654	$ 260,231
	$ 2,520	$ 1,608	$ 52,823	$ 3,549	$ 3,226	$ 1,220	$ 1,220	$ 7,883	$ 268,037
	$ 2,520	$ 1,608	$ 52,823	$ 3,549	$ 3,226	$ 1,220	$ 1,220	$ 7,883	$ 268,037
	$ 2,596	$ 1,656	$ 54,408	$ 3,655	$ 3,322	$ 1,256	$ 1,256	$ 8,120	$ 276,079
	$ 2,596	$ 1,656	$ 54,408	$ 3,655	$ 3,322	$ 1,256	$ 1,256	$ 8,120	$ 276,079
	$ 2,673	$ 1,706	$ 56,040	$ 3,765	$ 3,422	$ 1,294	$ 1,294	$ 8,364	$ 284,361
	$ 2,673	$ 1,706	$ 56,040	$ 3,765	$ 3,422	$ 1,294	$ 1,294	$ 8,364	$ 284,361
	$ 2,754	$ 1,757	$ 57,721	$ 3,878	$ 3,525	$ 1,333	$ 1,333	$ 8,614	$ 292,892
	$ 2,754	$ 1,757	$ 57,721	$ 3,878	$ 3,525	$ 1,333	$ 1,333	$ 8,614	$ 292,892
	$ 2,836	$ 1,810	$ 59,453	$ 3,994	$ 3,631	$ 1,373	$ 1,373	$ 8,873	$ 301,679
	$ 2,836	$ 1,810	$ 59,453	$ 3,994	$ 3,631	$ 1,373	$ 1,373	$ 8,873	$ 301,679
	$ 2,921	$ 1,864	$ 61,237	$ 4,114	$ 3,739	$ 1,414	$ 1,414	$ 9,139	$ 310,729
	$ 2,690	$ 1,716	$ 56,389	$ 3,789	$ 3,443	$ 1,302	$ 1,302	$ 8,720	$ 296,497
	$ 2,207	$ 1,408	$ 46,264	$ 3,108	$ 2,825	$ 1,068	$ 1,068	$ 8,982	$ 305,392

TOTAL (GROSS)	$ 51,839	$ 33,075	$ 1,086,663	$ 73,008	$ 66,358	$ 25,088	$ 25,088	$ 162,785	$ 5,534,705
TOTAL (NPV)	$ 23,774	$ 15,168	$ 498,351	$ 33,482	$ 30,432	$ 11,506	$ 11,506	$ 73,355	$ 2,494,075

NOTES

> IAV = Initial Assessed Values EAV = Equalized (Post-Development) Assessed Values. Where EAV is less than IAV, there is no increment and no PILOTs
> Above dates for start of TIF revenues are estimated completion dates for each Phase/Project Area. Such estimates are subject to changes resulting from completion of 3rd party-approvals (e.g., MoDNR) and market conditions.
> Light blue cells reflect valuations and tax revenues not collected during each Project Area's 20-year TIF term.
> Project 1C valuations included in Project 1B values

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Personal Property Tax Revenue With and Without Project

PERSONAL PROPERTY ASSESSED VALUATIONS - WITH AND WITHOUT PROJECT

Calendar Year	TIF Year Project 1A	1A - IAV	1A - EAV	TIF Year Project 1B	1B - IAV	1B - EAV	TIF Year Project 1C	1C - IAV	1C - EAV	TIF Year Project 2	2 - IAV	2 - EAV	TIF Year Project 3(A,B&C)	3 - IAV	3 - EAV	TIF Year Project 4	4 - IAV	4 - EAV	TIF Year Project 5	5 - IAV	5 - EAV	TIF Year Project 6	6 - IAV	6 - EAV	Total IAV	Total EAV
2024		$ -	$ 666,600		$ 1,220	$ 166,650		$ -	$ 66,660		$ -	$ -		$ -	$ 99,990		$ -	$ 124,988		$ -	$ 333,300		$ -	$ 66,660		
2025		$ -	$ 593,274		$ 1,086	$ 148,319		$ -	$ 59,327		$ -	$ -		$ -	$ 88,991		$ -	$ 111,239		$ -	$ 296,637		$ -	$ 59,327		
2026		$ -	$ 466,610		$ 854	$ 116,653		$ -	$ 46,661		$ -	$ -		$ -	$ 69,992		$ -	$ 87,489		$ -	$ 233,305	1	$ -	$ 46,661	$ -	$ 46,661
2027		$ -	$ 366,615		$ 671	$ 91,654		$ -	$ 36,662	1	$ -	$ -		$ -	$ 54,992		$ -	$ 68,740		$ -	$ 183,308	2	$ -	$ 36,662	$ -	$ 36,662
2028	1	$ -	$ 286,620	1	$ 525	$ 71,655	1	$ -	$ 28,662	2	$ -	$ -	1	$ -	$ 42,993	1	$ -	$ 53,741	1	$ -	$ 143,310	3	$ -	$ 28,662	$ 525	$ 655,643
2029	2	$ -	$ 200,892	2	$ 368	$ 50,223	2	$ -	$ 20,089	3	$ -	$ -	2	$ -	$ 30,134	2	$ -	$ 37,667	2	$ -	$ 100,446	4	$ -	$ 20,089	$ 368	$ 459,540
2030	3	$ -	$ 116,638	3	$ 213	$ 29,159	3	$ -	$ 11,664	4	$ -	$ -	3	$ -	$ 17,496	3	$ -	$ 21,870	3	$ -	$ 58,319	5	$ -	$ 11,664	$ 213	$ 266,809
2031	4	$ -	$ 64,804	4	$ 119	$ 16,201	4	$ -	$ 6,480	5	$ -	$ -	4	$ -	$ 9,721	4	$ -	$ 12,151	4	$ -	$ 32,402	6	$ -	$ 6,480	$ 119	$ 148,239
2032	5	$ -	$ 681,494	5	$ 1,247	$ 170,373	5	$ -	$ 68,149	6	$ -	$ -	5	$ -	$ 102,224	5	$ -	$ 127,780	5	$ -	$ 340,747	7	$ -	$ 68,149	$ 1,247	$ 1,558,917
2033	6	$ -	$ 535,995	6	$ 981	$ 133,999	6	$ -	$ 53,599	7	$ -	$ -	6	$ -	$ 80,399	6	$ -	$ 100,499	6	$ -	$ 267,997	8	$ -	$ 53,599	$ 981	$ 1,226,088
2034	7	$ -	$ 421,131	7	$ 771	$ 105,283	7	$ -	$ 42,113	8	$ -	$ -	7	$ -	$ 63,170	7	$ -	$ 78,962	7	$ -	$ 210,566	9	$ -	$ 42,113	$ 771	$ 963,338
2035	8	$ -	$ 329,240	8	$ 603	$ 82,310	8	$ -	$ 32,924	9	$ -	$ -	8	$ -	$ 49,386	8	$ -	$ 61,733	8	$ -	$ 164,620	10	$ -	$ 32,924	$ 603	$ 753,137
2036	9	$ -	$ 230,765	9	$ 422	$ 57,691	9	$ -	$ 23,076	10	$ -	$ -	9	$ -	$ 34,615	9	$ -	$ 43,268	9	$ -	$ 115,382	11	$ -	$ 23,076	$ 422	$ 527,874
2037	10	$ -	$ 133,982	10	$ 245	$ 33,495	10	$ -	$ 13,398	11	$ -	$ -	10	$ -	$ 20,097	10	$ -	$ 25,122	10	$ -	$ 66,991	12	$ -	$ 13,398	$ 245	$ 306,484
2038	11	$ -	$ 74,440	11	$ 136	$ 18,610	11	$ -	$ 7,444	12	$ -	$ -	11	$ -	$ 11,166	11	$ -	$ 13,958	11	$ -	$ 37,220	13	$ -	$ 7,444	$ 136	$ 170,282
2039	12	$ -	$ 782,825	12	$ 1,433	$ 195,706	12	$ -	$ 78,283	13	$ -	$ -	12	$ -	$ 117,424	12	$ -	$ 146,780	12	$ -	$ 391,413	14	$ -	$ 78,283	$ 1,433	$ 1,790,712
2040	13	$ -	$ 615,692	13	$ 1,127	$ 153,923	13	$ -	$ 61,569	14	$ -	$ -	13	$ -	$ 92,354	13	$ -	$ 115,442	13	$ -	$ 307,846	15	$ -	$ 61,569	$ 1,127	$ 1,408,395
2041	14	$ -	$ 483,749	14	$ 885	$ 120,937	14	$ -	$ 48,375	15	$ -	$ -	14	$ -	$ 72,562	14	$ -	$ 90,703	14	$ -	$ 241,875	16	$ -	$ 48,375	$ 885	$ 1,106,576
2042	15	$ -	$ 378,195	15	$ 692	$ 94,549	15	$ -	$ 37,820	16	$ -	$ -	15	$ -	$ 56,729	15	$ -	$ 70,912	15	$ -	$ 189,098	17	$ -	$ 37,820	$ 692	$ 865,121
2043	16	$ -	$ 265,077	16	$ 485	$ 66,269	16	$ -	$ 26,508	17	$ -	$ -	16	$ -	$ 39,762	16	$ -	$ 49,702	16	$ -	$ 132,538	18	$ -	$ 26,508	$ 485	$ 606,361
2044	17	$ -	$ 153,904	17	$ 282	$ 38,476	17	$ -	$ 15,390	18	$ -	$ -	17	$ -	$ 23,086	17	$ -	$ 28,857	17	$ -	$ 76,952	19	$ -	$ 15,390	$ 282	$ 352,055
2045	18	$ -	$ 85,509	18	$ 156	$ 21,377	18	$ -	$ 8,551	19	$ -	$ -	18	$ -	$ 12,826	18	$ -	$ 16,033	18	$ -	$ 42,754	20	$ -	$ 8,551	$ 156	$ 195,602
2046	19	$ -	$ 899,225	19	$ 1,646	$ 224,806	19	$ -	$ 89,923	20	$ -	$ -	19	$ -	$ 134,884	19	$ -	$ 168,605	19	$ -	$ 449,613				$ 1,646	$ 1,967,056
2047	20	$ -	$ 707,241	20	$ 1,294	$ 176,810	20	$ -	$ 70,724				20	$ -	$ 106,086	20	$ -	$ 132,608	20	$ -	$ 353,620				$ 1,294	$ 1,547,089

PERSONAL PROPERTY TAX REVENUE - WITH AND WITHOUT PROJECT

District	City of Joplin		Jasper County		School District R8		Library		Joplin Road District		Dev Disability		Mental Health		State Blind Pension		TOTAL	
Levy Rate	0.1746		0.1114		3.6600		0.2459		0.2235		0.0845		0.0845		0.0300			
	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project
	$ -	$ 81	$ -	$ 52	$ -	$ 1,708	$ -	$ 115	$ -	$ 104	$ -	$ 39	$ -	$ 39	$ -	$ 14	$ -	$ 2,153
	$ -	$ 64	$ -	$ 41	$ -	$ 1,342	$ -	$ 90	$ -	$ 82	$ -	$ 31	$ -	$ 31	$ -	$ 11	$ -	$ 1,692
	$ 1	$ 1,145	$ 1	$ 730	$ 19	$ 23,997	$ 1	$ 1,612	$ 1	$ 1,465	$ 0	$ 554	$ 0	$ 554	$ 0	$ 197	$ 24	$ 30,254
	$ 1	$ 802	$ 0	$ 512	$ 13	$ 16,819	$ 1	$ 1,130	$ 1	$ 1,027	$ 0	$ 388	$ 0	$ 388	$ 0	$ 138	$ 17	$ 21,205
	$ 0	$ 466	$ 0	$ 297	$ 8	$ 9,765	$ 1	$ 656	$ 0	$ 596	$ 0	$ 225	$ 0	$ 225	$ 0	$ 80	$ 10	$ 12,312
	$ 0	$ 259	$ 0	$ 165	$ 4	$ 5,426	$ 0	$ 365	$ 0	$ 331	$ 0	$ 125	$ 0	$ 125	$ 0	$ 44	$ 5	$ 6,840
	$ 2	$ 2,722	$ 1	$ 1,737	$ 46	$ 57,056	$ 3	$ 3,833	$ 3	$ 3,484	$ 1	$ 1,317	$ 1	$ 1,317	$ 0	$ 468	$ 58	$ 71,935
	$ 2	$ 2,141	$ 1	$ 1,366	$ 36	$ 44,875	$ 2	$ 3,015	$ 2	$ 2,740	$ 1	$ 1,036	$ 1	$ 1,036	$ 0	$ 368	$ 45	$ 56,577
	$ 1	$ 1,682	$ 1	$ 1,073	$ 28	$ 35,258	$ 2	$ 2,369	$ 2	$ 2,153	$ 1	$ 814	$ 1	$ 814	$ 0	$ 289	$ 36	$ 44,452
	$ 1	$ 1,315	$ 1	$ 839	$ 22	$ 27,565	$ 1	$ 1,852	$ 1	$ 1,683	$ 1	$ 636	$ 1	$ 636	$ 0	$ 226	$ 28	$ 34,753
	$ 1	$ 922	$ 0	$ 588	$ 15	$ 19,320	$ 1	$ 1,298	$ 1	$ 1,180	$ 0	$ 446	$ 0	$ 446	$ 0	$ 158	$ 19	$ 24,358
	$ 0	$ 535	$ 0	$ 341	$ 9	$ 11,217	$ 1	$ 754	$ 1	$ 685	$ 0	$ 259	$ 0	$ 259	$ 0	$ 92	$ 11	$ 14,142
	$ 0	$ 297	$ 0	$ 190	$ 5	$ 6,232	$ 0	$ 419	$ 0	$ 381	$ 0	$ 144	$ 0	$ 144	$ 0	$ 51	$ 6	$ 7,858
	$ 3	$ 3,127	$ 2	$ 1,995	$ 52	$ 65,540	$ 4	$ 4,403	$ 3	$ 4,002	$ 1	$ 1,513	$ 1	$ 1,513	$ 0	$ 537	$ 66	$ 82,631
	$ 2	$ 2,459	$ 1	$ 1,569	$ 41	$ 51,547	$ 3	$ 3,463	$ 3	$ 3,148	$ 1	$ 1,190	$ 1	$ 1,190	$ 0	$ 423	$ 52	$ 64,989
	$ 2	$ 1,932	$ 1	$ 1,233	$ 32	$ 40,501	$ 2	$ 2,721	$ 2	$ 2,473	$ 1	$ 935	$ 1	$ 935	$ 0	$ 332	$ 41	$ 51,062
	$ 1	$ 1,511	$ 1	$ 964	$ 25	$ 31,663	$ 2	$ 2,127	$ 2	$ 1,934	$ 1	$ 731	$ 1	$ 731	$ 0	$ 260	$ 32	$ 39,920
	$ 1	$ 1,059	$ 1	$ 675	$ 18	$ 22,193	$ 1	$ 1,491	$ 1	$ 1,355	$ 0	$ 512	$ 0	$ 512	$ 0	$ 182	$ 22	$ 27,980
	$ 0	$ 615	$ 0	$ 392	$ 10	$ 12,885	$ 1	$ 866	$ 1	$ 787	$ 0	$ 297	$ 0	$ 297	$ 0	$ 106	$ 13	$ 16,245
	$ 0	$ 342	$ 0	$ 218	$ 6	$ 7,159	$ 0	$ 481	$ 0	$ 437	$ 0	$ 165	$ 0	$ 165	$ 0	$ 59	$ 7	$ 9,026
	$ 3	$ 3,434	$ 2	$ 2,191	$ 60	$ 71,994	$ 4	$ 4,837	$ 4	$ 4,396	$ 1	$ 1,662	$ 1	$ 1,662	$ 0	$ 590	$ 76	$ 90,768
	$ 2	$ 2,701	$ 1	$ 1,723	$ 47	$ 56,623	$ 3	$ 3,804	$ 3	$ 3,458	$ 1	$ 1,307	$ 1	$ 1,307	$ 0	$ 464	$ 60	$ 71,389
TOTAL (GROSS)	$ 24	$ 29,610	$ 15	$ 18,892	$ 499	$ 620,686	$ 34	$ 41,701	$ 30	$ 37,903	$ 12	$ 14,330	$ 12	$ 14,330	$ 4	$ 5,088	$ 629	$ 782,540
TOTAL (NPV)	$ 10	$ 12,754	$ 6	$ 8,137	$ 213	$ 267,342	$ 14	$ 17,962	$ 13	$ 16,325	$ 5	$ 6,172	$ 5	$ 6,172	$ 2	$ 2,191	$ 268	$ 337,055

MO 7y Straight Line Depreciation Percentages

Year	Percentage	Percentage Decrease
1	89%	0.00%
2	70%	78.65%
3	55%	78.57%
4	43%	78.18%
5	31%	70.09%
6	18%	58.06%
7	10%	55.56%

Percentage Increase for Purchase of New Equipment Following 7 Years of 2% Annual Growth	14.87%
Percentage Increase for Purchase of New Equipment Following 14 Years of 2% Annual Growth	31.95%
Percentage Increase for Purchase of New Equipment Following 21 Years of 2% Annual Growth	51.57%

Prospect Village - Joplin, MO
Cost-Benefit Analysis - Sales Tax Revenue With and Without Project

PERSONAL PROPERTY TAX REVENUE - WITH AND WITHOUT PROJECT

	TIF Year			TIF Year			TIF Year			TIF Year			TIF Year			TIF Year			TIF Year			TIF Year			TOTAL SALES				
Calendar Year	Project 1A	1A - I Sales	1A - E Sales	Project 1B	1B - I Sales	1B - E Sales	Project 1C	1C - I Sales	1C - E Sales	Project 2	2 - I Sales	2 - E Sales	Project 3(A,B&C)	3 - I Sales	3 - E Sales	Project 4	4 - I Sales	4 - E Sales	Project 5	5 - I Hotel Sales	5 - E Hotel Sales	Project 6	6 - I Sales	6 - E Sales	Pre-Dev Sales	Post-Dev Sales	Sales Increment	50% Increment	Hotel Rentals
2024		$ -	$ 65,000,000		$ -	$ 2,200,000		$ -	$ 3,300,000		$ -	$ 550,000		$ -	$ 13,200,000		$ -	$ -		$ -	$ 3,850,000		$ -	$ 1,320,000					
2025		$ -	$ 66,300,000		$ -	$ 2,244,000		$ -	$ 3,366,000		$ -	$ 561,000		$ -	$ 13,464,000		$ -	$ -		$ -	$ 3,927,000		$ -	$ 1,346,400					
2026		$ -	$ 67,626,000		$ -	$ 2,288,880		$ -	$ 3,433,320		$ -	$ 572,220		$ -	$ 13,733,280		$ -	$ -		$ -	$ 4,005,540	1	$ -	$ 1,373,328	$ -	$ 1,373,328	$ 1,373,328	$ 686,664	$ -
2027		$ -	$ 68,978,520		$ -	$ 2,334,658		$ -	$ 3,501,986	1	$ -	$ 583,664		$ -	$ 14,007,946		$ -	$ -		$ -	$ 4,085,651	2	$ -	$ 1,400,795	$ -	$ 1,984,459	$ 1,984,459	$ 992,229	$ -
2028	1	$ -	$ 70,358,090	1	$ -	$ 2,381,351	1	$ -	$ 3,572,026	2	$ -	$ 595,338	1	$ -	$ 14,288,105	1	$ -	$ -	1	$ -	$ 4,167,364	3	$ -	$ 1,428,810	$ -	$ 92,623,720	$ 92,623,720	$ 46,311,860	$ 4,167,364
2029	2	$ -	$ 71,765,252	2	$ -	$ 2,428,978	2	$ -	$ 3,643,467	3	$ -	$ 607,244	2	$ -	$ 14,573,867	2	$ -	$ -	2	$ -	$ 4,250,711	4	$ -	$ 1,457,387	$ -	$ 94,476,194	$ 94,476,194	$ 47,238,097	$ 4,250,711
2030	3	$ -	$ 73,200,557	3	$ -	$ 2,477,557	3	$ -	$ 3,716,336	4	$ -	$ 619,389	3	$ -	$ 14,865,344	3	$ -	$ -	3	$ -	$ 4,335,725	5	$ -	$ 1,486,534	$ -	$ 96,365,718	$ 96,365,718	$ 48,182,859	$ 4,335,725
2031	4	$ -	$ 74,664,568	4	$ -	$ 2,527,108	4	$ -	$ 3,790,663	5	$ -	$ 631,777	4	$ -	$ 15,162,651	4	$ -	$ -	4	$ -	$ 4,422,440	6	$ -	$ 1,516,265	$ -	$ 98,293,033	$ 98,293,033	$ 49,146,516	$ 4,422,440
2032	5	$ -	$ 76,157,860	5	$ -	$ 2,577,651	5	$ -	$ 3,866,476	6	$ -	$ 644,413	5	$ -	$ 15,465,904	5	$ -	$ -	5	$ -	$ 4,510,889	7	$ -	$ 1,546,590	$ -	$ 100,258,893	$ 100,258,893	$ 50,129,447	$ 4,510,889
2033	6	$ -	$ 77,681,017	6	$ -	$ 2,629,204	6	$ -	$ 3,943,805	7	$ -	$ 657,301	6	$ -	$ 15,775,222	6	$ -	$ -	6	$ -	$ 4,601,106	8	$ -	$ 1,577,522	$ -	$ 102,264,071	$ 102,264,071	$ 51,132,036	$ 4,601,106
2034	7	$ -	$ 79,234,637	7	$ -	$ 2,681,788	7	$ -	$ 4,022,682	8	$ -	$ 670,447	7	$ -	$ 16,090,726	7	$ -	$ -	7	$ -	$ 4,693,129	9	$ -	$ 1,609,073	$ -	$ 104,309,353	$ 104,309,353	$ 52,154,676	$ 4,693,129
2035	8	$ -	$ 80,819,330	8	$ -	$ 2,735,423	8	$ -	$ 4,103,135	9	$ -	$ 683,856	8	$ -	$ 16,412,541	8	$ -	$ -	8	$ -	$ 4,786,991	10	$ -	$ 1,641,254	$ -	$ 106,395,540	$ 106,395,540	$ 53,197,770	$ 4,786,991
2036	9	$ -	$ 82,435,717	9	$ -	$ 2,790,132	9	$ -	$ 4,185,198	10	$ -	$ 697,533	9	$ -	$ 16,740,792	9	$ -	$ -	9	$ -	$ 4,882,731	11	$ -	$ 1,674,079	$ -	$ 108,523,450	$ 108,523,450	$ 54,261,725	$ 4,882,731
2037	10	$ -	$ 84,084,431	10	$ -	$ 2,845,935	10	$ -	$ 4,268,902	11	$ -	$ 711,484	10	$ -	$ 17,075,608	10	$ -	$ -	10	$ -	$ 4,980,386	12	$ -	$ 1,707,561	$ -	$ 110,693,919	$ 110,693,919	$ 55,346,960	$ 4,980,386
2038	11	$ -	$ 85,766,120	11	$ -	$ 2,902,853	11	$ -	$ 4,354,280	12	$ -	$ 725,713	11	$ -	$ 17,417,120	11	$ -	$ -	11	$ -	$ 5,079,993	13	$ -	$ 1,741,712	$ -	$ 112,907,798	$ 112,907,798	$ 56,453,899	$ 5,079,993
2039	12	$ -	$ 87,481,442	12	$ -	$ 2,960,910	12	$ -	$ 4,441,366	13	$ -	$ 740,228	12	$ -	$ 17,765,462	12	$ -	$ -	12	$ -	$ 5,181,593	14	$ -	$ 1,776,546	$ -	$ 115,165,954	$ 115,165,954	$ 57,582,977	$ 5,181,593
2040	13	$ -	$ 89,231,071	13	$ -	$ 3,020,129	13	$ -	$ 4,530,193	14	$ -	$ 755,032	13	$ -	$ 18,120,771	13	$ -	$ -	13	$ -	$ 5,285,225	15	$ -	$ 1,812,077	$ -	$ 117,469,273	$ 117,469,273	$ 58,734,636	$ 5,285,225
2041	14	$ -	$ 91,015,692	14	$ -	$ 3,080,531	14	$ -	$ 4,620,797	15	$ -	$ 770,133	14	$ -	$ 18,483,187	14	$ -	$ -	14	$ -	$ 5,390,929	16	$ -	$ 1,848,319	$ -	$ 119,818,658	$ 119,818,658	$ 59,909,329	$ 5,390,929
2042	15	$ -	$ 92,836,006	15	$ -	$ 3,142,142	15	$ -	$ 4,713,213	16	$ -	$ 785,535	15	$ -	$ 18,852,850	15	$ -	$ -	15	$ -	$ 5,498,748	17	$ -	$ 1,885,285	$ -	$ 122,215,031	$ 122,215,031	$ 61,107,516	$ 5,498,748
2043	16	$ -	$ 94,692,726	16	$ -	$ 3,204,985	16	$ -	$ 4,807,477	17	$ -	$ 801,246	16	$ -	$ 19,229,907	16	$ -	$ -	16	$ -	$ 5,608,723	18	$ -	$ 1,922,991	$ -	$ 124,659,332	$ 124,659,332	$ 62,329,666	$ 5,608,723
2044	17	$ -	$ 96,586,581	17	$ -	$ 3,269,084	17	$ -	$ 4,903,626	18	$ -	$ 817,271	17	$ -	$ 19,614,506	17	$ -	$ -	17	$ -	$ 5,720,897	19	$ -	$ 1,961,451	$ -	$ 127,152,519	$ 127,152,519	$ 63,576,259	$ 5,720,897
2045	18	$ -	$ 98,518,312	18	$ -	$ 3,334,466	18	$ -	$ 5,001,699	19	$ -	$ 833,616	18	$ -	$ 20,006,796	18	$ -	$ -	18	$ -	$ 5,835,315	20	$ -	$ 2,000,680	$ -	$ 129,695,569	$ 129,695,569	$ 64,847,785	$ 5,835,315
2046	19	$ -	$ 100,488,679	19	$ -	$ 3,401,155	19	$ -	$ 5,101,733	20	$ -	$ 850,289	19	$ -	$ 20,406,932	19	$ -	$ -	19	$ -	$ 5,952,022				$ -	$ 130,248,787	$ 130,248,787	$ 65,124,394	$ 5,952,022
2047	20	$ -	$ 102,498,452	20	$ -	$ 3,469,178	20	$ -	$ 5,203,768				20	$ -	$ 20,815,070	20	$ -	$ -	20	$ -	$ 6,071,062				$ -	$ 131,986,468	$ 131,986,468	$ 65,993,234	$ 6,071,062

EATS SALES TAX REVENUE - WITH AND WITHOUT PROJECT (HOTEL SALES TAX LEVIED AGAINST TOTAL PROJECT 5 SALES REVENUE)

District	City of Joplin		Jasper County		State		Joplin Hotel	
Levy Rate	0.03125		0.01375		0.04225		0.04000	
	WO Project	With Project	WO Project	With Project	WO Project	With Project	WO Project	With Project
	$ -	$ 21,458	$ -	$ 9,442	$ -	$ 58,023	$ -	$ -
	$ -	$ 31,007	$ -	$ 13,643	$ -	$ 83,843	$ -	$ -
	$ -	$ 1,476,191	$ -	$ 649,524	$ -	$ 3,991,619	$ -	$ 170,028.44
	$ -	$ 1,505,714	$ -	$ 662,514	$ -	$ 4,071,452	$ -	$ 173,429.01
	$ -	$ 1,535,829	$ -	$ 675,765	$ -	$ 4,152,881	$ -	$ 176,897.59
	$ -	$ 1,566,545	$ -	$ 689,280	$ -	$ 4,235,938	$ -	$ 180,435.54
	$ -	$ 1,597,876	$ -	$ 703,065	$ -	$ 4,320,657	$ -	$ 184,044.26
	$ -	$ 1,629,834	$ -	$ 717,127	$ -	$ 4,407,070	$ -	$ 187,725.14
	$ -	$ 1,662,430	$ -	$ 731,469	$ -	$ 4,495,212	$ -	$ 191,479.64
	$ -	$ 1,695,679	$ -	$ 746,099	$ -	$ 4,585,116	$ -	$ 195,309.24
	$ -	$ 1,729,592	$ -	$ 761,021	$ -	$ 4,676,818	$ -	$ 199,215.42
	$ -	$ 1,764,184	$ -	$ 776,241	$ -	$ 4,770,354	$ -	$ 203,199.73
	$ -	$ 1,799,468	$ -	$ 791,766	$ -	$ 4,865,762	$ -	$ 207,263.72
	$ -	$ 1,835,457	$ -	$ 807,601	$ -	$ 4,963,077	$ -	$ 211,409.00
	$ -	$ 1,872,167	$ -	$ 823,753	$ -	$ 5,062,338	$ -	$ 215,637.18
	$ -	$ 1,909,610	$ -	$ 840,228	$ -	$ 5,163,585	$ -	$ 219,949.92
	$ -	$ 1,947,802	$ -	$ 857,033	$ -	$ 5,266,857	$ -	$ 224,348.92
	$ -	$ 1,986,758	$ -	$ 874,174	$ -	$ 5,372,194	$ -	$ 228,835.90
	$ -	$ 2,026,493	$ -	$ 891,657	$ -	$ 5,479,638	$ -	$ 233,412.62
	$ -	$ 2,035,137	$ -	$ 895,460	$ -	$ 5,503,011	$ -	$ 238,080.87
	$ -	$ 2,062,289	$ -	$ 907,407	$ -	$ 5,576,428	$ -	$ 242,842.49

TOTAL (GROSS)	$ -	$ 35,138,767	$ -	$ 15,461,057	$ -	$ 95,015,225	$ -	$ 4,050,239
TOTAL (NPV)	$ -	$ 15,602,582	$ -	$ 6,865,136	$ -	$ 42,189,381	$ -	$ 1,793,770

TAX INCREMENT FINANCING

CONTRACT

BETWEEN

THE CITY OF JOPLIN, MISSOURI,

and

PROSPECT VILLAGE, LLC

for the

PROSPECT VILLAGE

TAX INCREMENT FINANCING

REDEVELOPMENT PLAN AND PROJECTS

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Exhibits

A Legal Description of Redevelopment Area

B Legal Description of Redevelopment Project Areas

C Redevelopment Schedule

D Redevelopment Project Cost Budget

TAX INCREMENT FINANCING CONTRACT

THIS TAX INCREMENT FINANCING CONTRACT (the "**Contract**") is made and entered into as of the ____ day of _____, 2025 (the "**Effective Date**"), by and between **THE CITY OF JOPLIN, MISSOURI** ("**City**"), and **PROSPECT VILLAGE, LLC**, a Nebraska limited liability corporation, the developer selected by the City ("**Developer**") to implement its plan of redevelopment more fully described herein.

Recitals.

A. The Tax Increment Financing Commission of Joplin, Missouri (the "**Commission**") on December 12, 2024, recommended that the City approve the Prospect Plaza Tax Increment Financing Redevelopment Plan (the "**Redevelopment Plan**") in an area described in the Redevelopment Plan determined to be a Blighted Area and as set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Redevelopment Area**").

B. The Redevelopment Plan provides for the construction of seven (7) redevelopment projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5 and 6 in Joplin, Missouri which consists of the "**Project Improvements**" described in Section 5 herein.

C. By Ordinance No. _____, adopted by the City Council of City (the "**City Council**") on _____, 2025, City approved the Redevelopment Plan and Projects, determined that the Redevelopment Area is a Blighted Area and that it met the other applicable requirements of the Act, and selected Developer to implement Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5 and 6 of the Redevelopment Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, City and Developer agree as follows:

1. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Contract:

A. The terms defined in this Contract which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 37** of this Contract.

B. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Contract shall refer to this Contract as a whole and not to any particular provision of this Contract. Section, subsection and exhibit references are to this Contract unless otherwise specified. 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.

C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

D. The table of contents, captions and headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Contract.

2. Definitions. All capitalized words or terms used in this Contract and defined in the Redevelopment Plan shall have the meaning ascribed to them in the Redevelopment Plan. In addition thereto and in addition to words and terms defined elsewhere in this Contract, the following words and terms shall have the meanings ascribed to them in this **Section 2** unless the context in which such words and terms are used clearly requires otherwise.

"Acquisition Costs," shall have the meaning assigned in **Section 7**.

"Act," the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, et seq., RSMo, as amended.

"Affiliate," any person, entity or group of persons or entities which controls a party, which a party controls or which is under common control with a party. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise.

"Anchor Store," a major retail store of approximately 85,000 square feet in accordance with the Redevelopment Plan.

"Blighted Area," means an area which, by reason of the predominance of unsanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

"Certificate of Completion of Construction," means a certificate issued by the City in the form proscribed by the City indicating satisfactory completion of construction of an identifiable portion of a Redevelopment Project.

"CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1471 RSMo, as amended.

"City," the City of Joplin, Missouri.

"City Council," the governing body of Joplin, Missouri.

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

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

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

"Commission," the Tax Increment Financing Commission of Joplin, Missouri;

"County," Jasper County, Missouri.

"County Assessor," the assessor of Jasper County, Missouri.

"County Collector," the collector of Jasper County, Missouri.

"Developer," Prospect Village, LLC, its successors and assigns, subject, however, to the provisions of **Section 29** hereof.

"Developer Controlled Improvements," the Project Improvements owned or controlled by Developer or its Affiliates and authorized transferees, successors and assigns pursuant to the provisions of **Section 29** hereof.

"Economic Activity Account," the separate segregated account within the Special Allocation Fund into which Economic Activity Taxes are to be deposited.

"Economic Activity Taxes," fifty percent (50%) of the total additional revenue from taxes which are imposed by City or other Taxing Districts, which are generated by economic activities within the Redevelopment Project Areas, while Tax Increment Financing remains in effect, as provided for in the Act but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, until the designation is terminated pursuant to Subsection 2 of Section 99.850 of the Act.

"Financing Costs," all necessary and incidental expenses related to any loans or other obligations obtained by the Developer for the purpose of funding the Reimbursable Project Costs. In addition to the Reimbursable Project Costs described herein, Developer's actual financing costs, including, *inter alia*, interest incurred on amounts Developer was loaned to pay for any of the Reimbursable Project Costs identified on **Exhibit D**, shall be deemed a Reimbursable Project Cost. Payment of financing costs shall be calculated pursuant to the provisions of **Section 19.D**.

"Land Use Approvals," those approvals required pursuant to City's zoning and subdivision regulations for the construction of the Redevelopment Project.

"Legal Requirements," any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of

or agreement with or by any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence and specifically including but not limited to all ordinances, rules and regulations of the City of Joplin, Missouri, such as zoning ordinances, subdivision ordinances, building codes, property maintenance codes, and City's adopted Public Works engineering standards and requirements; provided, however, unless otherwise provided herein Developer shall have the right to contest, in any manner provided by law and at its sole expense, the applicability or validity of any Legal Requirement.

"Ordinance," an ordinance enacted by the City Council.

"Payment in Lieu of Taxes," those estimated revenues from real property in the Redevelopment Project Areas, which revenues are to be used to pay Reimbursable Project Costs, which Taxing Districts would have received had the City not adopted Tax Increment Financing as provided for in the Act, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Areas exceeds the Total Initial Equalized Value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act, which shall not be later than twenty (20) years after the Redevelopment Project and each Redevelopment Project Area is approved by an Ordinance of the City Council; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo. Payments in Lieu of Taxes which are due and owing shall constitute a lien against the real estate in the Redevelopment Project Area from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 RSMo.;

"Payment in Lieu of Taxes Account," the separate segregated account within the Special Allocation Fund into which Payments in Lieu of Taxes are to be deposited.

"Private Loans," private loans obtained by the Developer, or its successors, assigns or transferees, from third party private lending institutions to fund Reimbursable Project Costs. Financing Costs, as defined herein, relating to Private Loans, including interest thereon shall be a Reimbursable Project Cost.

"Project Improvements," shall mean the Project Improvements identified in the TIF Plan including the improvements listed in **Exhibit D** to this Contract.

"Redevelopment Plan," means the Prospect Plaza Tax Increment Financing Redevelopment Plan approved by the City Council by Ordinance No. _____ on _____, 2025, and any amendments thereto.

"Redevelopment Project," as referenced in this Contract, means Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5 and 6 of the Redevelopment Plan;

"Redevelopment Project Area," as referenced in this Contract, means the Redevelopment Project Area 1A, 1B, 2, 3A, 3B, 5 and 6 of the Redevelopment Plan;

"Redevelopment Project Cost Allocation Budget," the budget setting forth the Redevelopment Project Costs by Redevelopment Project Area, and identifying those Redevelopment Project Costs to be funded or reimbursed by Redevelopment Project Area in accordance with this Contract, attached hereto as **Exhibit D** and incorporated herein by reference.

"Redevelopment Project Cost Budget," the budget setting forth the Redevelopment Project Costs, and identifying those Redevelopment Project Costs to be funded or reimbursed in accordance with this Contract, attached hereto as **Exhibit D** and incorporated herein by reference.

"Redevelopment Project Costs," include the sum total of all reasonable or necessary costs incurred or estimated to be incurred in connection with the Redevelopment Plan and Redevelopment Project. Such costs generally include the following (with the estimated Redevelopment Project Costs for the Redevelopment Project set forth in **Exhibit D**):

(1) Costs of studies, surveys, plans and specifications;

(2) Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except the reasonable costs incurred by the City or Commission established in the Act for the administration of the Redevelopment Plan, such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Redevelopment Plan and Redevelopment Project;

(3) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(4) Costs of new construction, reconstruction, rehabilitation and/or repair or remodeling of existing buildings and fixtures, parking lots, off-site improvements, or any other public or private improvements;

(5) Cost of construction of public works or improvements;

(6) Financing Costs;

(7) All or a portion of a taxing district's capital cost resulting from the Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Redevelopment Plan, to the extent the City, by written agreement, accepts and approves such costs;

(8) Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

(9) Payments in Lieu of Taxes.

(10) Other costs eligible under the Act.

"Reimbursable Project Costs," the portion of Redevelopment Project Costs, which pursuant to the Redevelopment Plan and this Contract are to be funded or reimbursed with Payments in Lieu of Taxes, Economic Activity Taxes, or CID Sales Tax revenue as are set forth in the Redevelopment Project Cost Budget and elsewhere in this Contract. Reimbursable Project Costs include the portion of Redevelopment Project Costs incurred by City and, to the extent included in the Redevelopment Project Cost Budget as being funded or reimbursed with Payments in Lieu of Taxes or Economic Activity Taxes, Developer as a result of: preparing, reviewing and adopting the Redevelopment Plan or Redevelopment Projects; designation of the Redevelopment Project Areas; planning, financing, acquiring and constructing the Redevelopment Project; and any other work authorized by the Redevelopment Plan; the oversight of the construction of the Redevelopment Project, the implementation of the Redevelopment Plan, and the management of the Special Allocation Fund.

"Special Allocation Fund," the fund established by the City into which, as required by the Act, all Payments in Lieu of Taxes and Economic Activity Taxes from Redevelopment Project is deposited for the purpose of paying Reimbursable Project Costs.

"Sports Facility CID," means the Joplin Sports Facility Community Improvement District.

"Sports Facility CID Cooperative Agreement" means the Cooperative Agreement among the Sports Facility CID, the Developer, and the City, which is anticipated to be executed contemporaneously with the execution of this Contract.

"Sports Facility CID Revenue," all funds derived from Sports CID Sales Tax revenue and any interest earned thereon.

"Sports Facility CID Sales Tax," a one percent (1%) sales tax imposed by the Sports Facility CID on sales within the CID in accordance with the CID Act.

"Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

"Taxing Districts," any political subdivision of this state having the power to levy taxes on sales or property in the Redevelopment Area.

"TIF Revenue," Payments in Lieu of Taxes and Economic Activity Taxes and all interest earned on funds deposited in the Special Allocation Fund.

"Total Initial Equalized Assessed Value," that amount certified by the County Assessor which equals the most recently ascertained equalized land assessed value of each taxable lot, block, tract or parcel or real property within each Redevelopment Project Area immediately after the Ordinance approving such Redevelopment Project has been approved by the City Council.

"Woodsonia Marketplace CID," means the Woodsonia Marketplace Community Improvement District.

"Woodsonia Marketplace CID Cooperative Agreement" means the Cooperative Agreement among the Woodsonia Marketplace CID, the Developer, and the City, which is anticipated to be executed upon creation of the Woodsonia Marketplace CID.

"Woodsonia Marketplace CID Revenue," all funds derived from the Woodsonia Marketplace CID Sales Tax

"Woodsonia Marketplace CID Sales Tax," a one percent (1%) sales tax imposed by the Woodsonia Marketplace CID on sales within the CID in accordance with the CID Act.

3. Redevelopment Area. The Redevelopment Area consists of the area legally described on **Exhibit A** attached hereto.

4. Redevelopment Project Areas.

A. The Redevelopment Area consists of seven (7) Redevelopment Project Areas designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5 and 6, in accordance with the provisions of the Redevelopment Plan. Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5 and 6 are legally described in **Exhibit B**. The Redevelopment Project Areas may only be changed, modified or amended in accordance with the Act.

B. Designation of Redevelopment Project Areas. Tax Increment Financing with respect to the Redevelopment Project shall become effective only upon the approval thereof by an Ordinance of the Council (the "**Redevelopment Project Ordinance**") for each of the Redevelopment Project Areas.

5. Project Improvements. In accordance with the Act and the terms and conditions of the Redevelopment Plan and this Contract, 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 redevelopment area under the Act, Developer shall cause the Redevelopment Area to be redeveloped through the construction of the Project Improvements. The Project Improvements consist of those improvements identified in the TIF Plan and in **Exhibit D** to this Contract.

6. Redevelopment Schedule.

A. It is the intention of the parties that development activities for the Redevelopment Project be substantially commenced and completed on or before the estimated dates set forth on **Exhibit C**, as may be reasonably amended from time to time, attached hereto and incorporated herein by reference (the "**Redevelopment Schedule**"). Developer shall construct all Project Improvements, and shall complete all other development-related activities including, but not necessarily limited to land acquisition, design, land preparation, environmental evaluation and remediation, construction, management, maintenance and procurement of private financing in sufficient time to comply with the Redevelopment Schedule. Changes in the development program contemplated by the Redevelopment Plan that require a Redevelopment Plan amendment under the Act (as determined by City) shall be processed in accordance with the 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, including tenant/user demand, and other conditions may affect the Redevelopment Schedule. Therefore, the Redevelopment Schedule is subject to change and/or modification, with the written approval of City, 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 Redevelopment Schedule and the provisions of this Contract. In order to implement the Redevelopment Schedule, City will endeavor to facilitate the timely passage of the Redevelopment Project Ordinance referred to in **Section 4.B.** hereof. Developer shall render such reasonable aid and assistance as requested by City to insure favorable consideration of the Redevelopment Project Ordinance by the City Council. City shall endeavor to expedite the approval of the Redevelopment Plan and the Land Use 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 Developer's failure to timely complete its obligations under this Contract and provided that the City has fulfilled all of the terms of this Contract and provided that the delay has not been caused by an event not otherwise in control of the Developer, City may require Developer to appear before the City Council to show cause why this Contract and the Redevelopment Plan or Redevelopment Project shall not be terminated in accordance with **Section 34** hereof.

7. Reserved.

8. Design Criteria and Review Procedures for Project Improvements.

A. The construction plans, site plans and building elevations for the Project Improvements shall conform to the requirements of the Land Use Approvals for the Redevelopment Project. In order to insure that the Project Improvements and their construction will be in accordance with the provisions of

this Contract, and in substantial agreement with proposals made by Developer to City, the parties agree as follows:

(1) The Developer shall comply with and/or follow controls and design criteria in the Land Use Approvals relating to exterior improvements that defines and visually represents the exterior finishes and signage allowed for individual tenants, street furniture, lighting and other similar features to be used throughout the development (hereinafter the "**Design Criteria**").

(2) City shall have the absolute right, in its sole judgment and discretion at any time to the extent allowed by State law or the City's ordinances, to approve a variance from conformance to, or a waiver of compliance with, the Land Use Approvals relating to exterior improvements, or to eliminate any one or more of such requirements in connection with the approval or disapproval of the above construction plans or changes thereto, subject to all applicable City ordinance provisions.

(3) The Developer shall comply with and/or follow the Local Vendors provisions of the City's Purchasing and Procurement Policies and Procedures with regard to bidding and engagement of contractors to construct the Project Improvements.

(4) Subsequent to commencement of the Project Improvements and until said Project Improvements have been completed, Developer shall be subject to inspection by representatives of City as described in **Section 9.A.** hereof and as required by Legal Requirements.

(5) Unless otherwise provided by law, neither City, nor any officer, director, commissioner, member, employee or agent of the same, shall be liable to Developer with respect to construction plans or modifications submitted for approval, nor for any other action in connection with its or their duties hereunder.

(6) Easement Acquisition.

(a) The Redevelopment Plan contemplates that the Developer will construct a public street (proposed Woodsonia Avenue) and detention area on the east side of the existing Home Depot store. In order to construct said street and detention area, Developer will need to acquire easement rights (the "**Easement Rights**") from affected property owners in the Redevelopment Area.

(b) In the event that Developer is unable, after good faith negotiations, to acquire the Easement Rights necessary for the construction of the street and detention area on the east side of the existing Home Depot store (the "**Necessary Easement Rights**"), Developer shall deliver to City a written request for City to acquire the Necessary Easement Rights. The City will then attempt to acquire the Necessary Easement Rights, City will enter into good faith negotiations and, at its option, will exercise its power

of eminent domain to acquire the Easement Rights and the Necessary Easement Rights.

(c) In the event City agrees to enter into good faith negotiations or exercise its power of eminent domain to acquire the Necessary Easement Rights, prior to beginning any work to acquire said Necessary Easement Rights, Developer shall first deposit into escrow with City an amount equal to one hundred twenty five percent (125%) of the estimated acquisition costs for the Necessary Easement Rights, as determined by the City in its sole discretion. Acquisition costs paid by City ("**Acquisition Costs**") shall be a Reimbursable Project Cost and shall include, but shall not be limited to: the actual price paid for the Necessary Easement Rights, whether determined by negotiation or eminent domain; expenses paid to third parties related to the establishment of acquisition values of the Necessary Easement Rights, including appraisals, legal fees, other expenses paid to third parties, and expenses incurred by City related to acquisition of the Necessary Easement Rights, whether through negotiation or eminent domain; and any other reasonable and necessary costs or expenses related to acquisition of the Necessary Easement Rights. In the event of that any commissioner's award exceeds the amount earmarked in escrow for the actual commissioner's award, Developer shall pay any surplus amount required to satisfy the commissioner's award within seven (7) days from the date the Notice of Commissioner's Award is filed with the Court. The City shall have no obligation to pay the surplus amount for the Necessary Easement Rights. City may require that Developer enter into a separate acquisition funding agreement with City to provide for the terms and conditions under which Developer will place one hundred twenty-five percent (125%) of all estimated Acquisition Costs in escrow with City prior to commencement of condemnation for the Necessary Easement Rights. The acquisition funding agreement shall obligate Developer to reimburse City in full for all Acquisition Costs that result from City's condemnation process for the Necessary Easement Rights. In the event that Exceptions to the Commissioner's Award are filed with the Court, Developer shall be responsible for all fees associated with prosecuting or defending the civil case, including but not limited to attorney's fees, expert fees, each and every cost of litigation and payment of any damages awarded by a jury. Within ten (10) days after final completion of the acquisition of the Necessary Easement Rights by the City, all excess funds held by the City over the Acquisition Costs shall be returned to the Developer.

9. Control of Project.

A. Construction. Except as otherwise provided in this Contract, Developer shall have complete and exclusive control over construction of the Developer Controlled Improvements, subject, however, to all Legal Requirements. As to all parts of the Redevelopment Project, Developer hereby grants to City, its

agents and employees the right to enter following reasonable advance notice at reasonable times for the purpose of inspecting the Redevelopment Project.

B. Dedication of Right of Way. Developer shall dedicate all necessary rights-of-way located within the boundaries of the Redevelopment Project Areas to City.

C. Maintenance and Repair. Developer, at its sole cost and expense, at all times shall (1) maintain and operate Developer Controlled Improvements like other similarly situated commercial developments, (2) timely make all necessary repairs to and replacements and restorations of all parts of the Developer Controlled Improvements, (3) keep the Developer Controlled Improvements in good condition, repair and appearance, and (4) maintain casualty insurance on the Developer Controlled Improvements in an amount equal to the full replacement value thereof and provide City with evidence of such insurance upon demand. Notwithstanding the foregoing, Developer may, in its discretion, decide not to rebuild any of the Developer Controlled Improvements destroyed due to casualty even if Developer has sufficient casualty insurance funds with which to rebuild any such Developer Controlled Improvements; provided, however, that, if Developer elects not to rebuild within a Redevelopment Project Area within a reasonable time, then Developer shall utilize casualty insurance funds or other Developer funds to demolish the damaged Developer Controlled Improvements and to clear and remove all building materials and debris and leave the property in a safe condition in accordance with governmental property codes and requirements and tax increment financing for said Redevelopment Project Area shall terminate.

Unless Developer has agreed to fulfill such obligations, 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 9.C.** for its respective portion of the Project Improvements. Developer shall enforce the provisions of this **Section 9.C.** in a commercially reasonable manner (which shall not require Developer to litigate). Developer hereby agrees that every lease, sales contract or other contract regarding the Redevelopment Project Areas entered into following the effective date of this Contract shall indicate the responsibility of the Developer or User to fulfill **Section 9.C**. Developer shall use commercially reasonable efforts to enforce such contract rights (which shall not require Developer to litigate).

10. Certificate of Completion and Compliance.

A. Upon the completion of construction of each Redevelopment Project, Developer shall submit a report certifying that the Project Improvements contained therein have been completed in accordance with the Redevelopment Plan and that it is in material compliance with all other provisions of this Contract. Developer shall, as part of its report, submit its certificate setting forth on an aggregate basis and to Developer's knowledge, a reasonable estimate of (1) the total cost of completing the Project Improvements; (2) Redevelopment Project Costs incurred

which are eligible for reimbursement pursuant to the Redevelopment Plan; and (3) the actual private equity and debt used to complete the Project Improvements.

B. Upon Developer's request, City will conduct an investigation, and if City determines that the Redevelopment Project or any portion thereof has been completed in material accordance with the Redevelopment Plan, as evidenced by a Certificate of Substantial Completion where appropriate and other applicable Legal Requirements, and that as of the date of the request, all of Developer's duties pursuant to this Contract have been performed, then it shall issue a Certificate of Completion and Compliance. If City determines that the Redevelopment Project or any portion thereof which is the subject of an investigation or review under this **Section 10.B.** has not been completed in material accordance with the Redevelopment Plan, or that Redevelopment Project Costs have not been incurred as certified, or that Developer is not in material compliance with the terms of this Contract, 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 Developer, City shall hold a hearing at which 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 Contract with respect to the obligations of Developer to complete the Project Improvements within the dates for the beginning and completion thereof, but shall not prevent City from future action in the event of any subsequent default by Developer in the performance of any of its other obligations under this Contract.

(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 Office of the Recorder of Deeds for Jasper County, Missouri.

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

11. Financing Plan.

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

B. Concurrently with delivery of the items described in **Section 11.A.** above, Developer will deliver to City its certificate stating that to the best of its knowledge and belief; (1) such sources of funds and financing commitments will enable Developer to timely implement the Redevelopment Project by constructing the Project Improvements contained therein; (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. Developer's warranties and representations as set forth herein shall be deemed to be ongoing until termination or expiration of this Contract.

12. Funding Sources and Uses of Funds.

A. Private Funds. Developer shall construct the Project Improvements with private funds. Developer shall advance all Private Funds necessary to construct the Project Improvements. The private funds will be derived from a combination of Developer's equity or equity investment provided by third parties, and debt incurred by Developer or third parties (hereinafter the "**Private Funds**"). Notwithstanding the foregoing, the Sports Facility CID will fund those Project Improvements as set forth in **Exhibit D**, subject to the issuance of bonds by the Industrial Development Authority of the City of Joplin, Missouri as provided in the Sports Facility CID Cooperative Agreement.

B. Sports Facility CID. The Sports Facility CID will be formed and intends to impose the Sports Facility CID Sales Tax. Sports Facility CID Revenue will fund a portion of the Redevelopment Project Costs as set forth in **Exhibit D**, which include the cost of certain Project Improvements within the boundaries of the CID.

(1) Sports Facility CID Sales Tax. In accordance with the CID Act, the Sports Facility CID intends to impose the Sports Facility CID Sales Tax on all retail sales in the Sports Facility CID area.

(2) Capture of Sports Facility CID Sales Tax Revenue as EATs. Following the activation by Ordinance of each Redevelopment Project and Redevelopment Project Area, the Sports Facility CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the Sports Facility CID Sales Tax occurring within the Redevelopment Project Area will be directed to the Special Allocation Fund.

(3) Sports Facility CID Cooperative Agreement. The parties will enter into the Sports Facility CID Cooperative Agreement with the Sports Facility CID that shall specify the rights, duties and obligations of the City, Developer and Sports Facility CID with respect to the operation and management of the CID and

the use of the Sports Facility CID Revenue. The Sports Facility CID Cooperative Agreement shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the Sports Facility CID prior to adoption thereof by the Sports Facility CID, (2) the right to appoint successor members of the Sports Facility CID Board of Directors, and (3) such other provisions as City shall reasonably determine to be necessary for the Sports Facility CID's role in the implementation and funding of the Redevelopment Projects.

C. Woodsonia Marketplace CID. The Woodsonia Marketplace CID will be formed and intends to impose the Woodsonia Marketplace CID Sales Tax. Woodsonia Marketplace CID Revenue will fund a portion of the Redevelopment Project Costs as set forth in **Exhibit D**, which include the cost of certain Project Improvements within the boundaries of the CID.

(1) Woodsonia Marketplace CID Sales Tax. In accordance with the CID Act, the Woodsonia Marketplace CID intends to impose the Woodsonia Marketplace CID Sales Tax on all retail sales in the Woodsonia Marketplace CID area.

(2) Capture of Woodsonia Marketplace CID Sales Tax Revenue as EATs. Following the activation by Ordinance of each Redevelopment Project and Redevelopment Project Area, the Woodsonia Marketplace CID Sales Tax will be an Economic Activity Tax. As such, subject to the calculation of Economic Activity Taxes as defined in the Act, approximately fifty percent (50%) of the revenues generated by the Woodsonia Marketplace CID Sales Tax occurring within the Redevelopment Project Area will be directed to the Special Allocation Fund.

(3) Woodsonia Marketplace CID Cooperative Agreement. The parties will enter into the Woodsonia Marketplace CID Cooperative Agreement with the Woodsonia Marketplace CID that shall specify the rights, duties and obligations of the City, Developer and Woodsonia Marketplace CID with respect to the operation and management of the CID and the use of the Woodsonia Marketplace CID Revenue. The Woodsonia Marketplace CID Cooperative Agreement shall include, without limitation, provisions granting City (1) the right to review and reasonably approve all budgets (capital or operating) of the Woodsonia Marketplace CID prior to adoption thereof by the Woodsonia Marketplace CID, (2) the right to appoint successor members of the Woodsonia Marketplace CID Board of Directors, and (3) such other provisions as City shall reasonably determine to be necessary for the Woodsonia Marketplace CID's role in the implementation and funding of the Redevelopment Projects.

13. Conditions Precedent to Developer's Duties. Developer's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. City approval of the Financing Plan pursuant to **Section 11** hereof.

B. Establishment of the Sports Facility CID and imposition of the Sports Facility CID Sales Tax.

C. Approval and execution of the Sports Facility CID Cooperative Agreement.

D. Establishment of the Woodsonia Marketplace CID and imposition of the Woodsonia Marketplace CID Sales Tax.

E. Approval and execution of the Woodsonia Marketplace CID Cooperative Agreement.

F. City approval of all Land Use Approvals applications, provided such approvals are in such form as are satisfactory in the sole discretion of Developer, required for implementation of the Redevelopment Projects.

G. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed satisfactory in the sole discretion of Developer to implement the Redevelopment Projects.

By commencing construction, which for purposes of this clause means the pouring of footings and foundations, for any of the Project Improvements, Developer shall be deemed to have agreed that all of the foregoing conditions precedent in this **Section 13** have been satisfied or, to the extent not so satisfied, Developer shall be deemed to have waived all such conditions precedent. City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent on or before the date set forth above.

14. Conditions Precedent to City's Duties. City's obligations hereunder are expressly conditioned upon the occurrence of each of the following events:

A. Establishment of the Sports Facility CID and imposition of the Sports Facility CID Sales Tax.

B. Approval and execution of the Sports Facility CID Cooperative Agreement.

C. Establishment of the Woodsonia Marketplace CID and imposition of the Woodsonia Marketplace CID Sales Tax.

D. Approval and execution of the Woodsonia Marketplace CID Cooperative Agreement.

E. City approval of the Financing Plan pursuant to **Section 11** hereof.

F. Developer obtaining the financing substantially in accordance with the terms set forth in the Financing Plan, provided such financing is deemed

satisfactory in the sole discretion of Developer to implement the Redevelopment Projects.

G. City approval of all Land Use Approvals applications required for implementation of the Redevelopment Projects.

H. Developer closing on acquisition of all properties within the Redevelopment Project Areas.

City and Developer agree to use good faith efforts and cooperate with and assist each other in accomplishing all of the foregoing conditions precedent.

15. Payments in Lieu of Taxes.

A. Pursuant to the provisions of the Redevelopment Plan and the Act, including, but not limited to, Section 99.845 thereof, when Tax Increment Financing is established by Ordinance for a Redevelopment Project 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 in favor of City on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Redevelopment Project Areas.

B. Failure to pay Payments in Lieu of Taxes as to any property in the Redevelopment Project Areas shall constitute a default by the owner, assignee, and/or tenant of such property (but not the Developer in the event Developer is not the owner of such property) of the provisions of **Section 34** 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 Developer in the event 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; provided, however, that the failure of any property in the Redevelopment Project Areas 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. Promptly upon the designation and approval of the Redevelopment Project Ordinance, City shall use all reasonable and diligent efforts to promptly notify the County Assessor, County Collector, the City Treasurer and all other appropriate officials and persons and

seek to assess the property within the Redevelopment Project Areas as described in the Act and fully collect the Payments in Lieu of Taxes and implement reimbursement of Reimbursable Project Costs as provided in this Contract and in the Redevelopment Plan.

C. Notwithstanding anything to the contrary, herein, the lien on property within a Redevelopment Project Area shall be deemed (1) released as to any public street or other public way included within any plat proposed by 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, 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.

D. Developer agrees that annual tax assessments on any particular building located on property within the Redevelopment Area shall not be formally or informally protested or contested if such assessments for such building are equal to or less than 110% of the projected assessed values for such building as set forth in the Redevelopment Plan or Cost Benefit Analysis submitted in support of the Redevelopment Plan (the "**Projected Assessed Value**") for any calendar year during the effective period of this Contract. In the event any tax assessment is greater than 110% of the Projected Assessed Value for such building and Developer elects to formally or informally protest the tax assessment, Developer shall not protest, contest or seek in any manner to have the assessment for such building reduced to an amount that is less than 110% of the Projected Assessed Value. Subdivision of the property located within the boundaries of the Redevelopment Area in a manner that produces parcels of a different size or configuration than as set forth in the Redevelopment Plan shall not alter, affect or eliminate the limitation set forth in this paragraph, and this obligation shall be binding on all successors on the property in accordance with **Section 41** hereof.

16. 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. Following the approval of the Redevelopment Project, for as long as the Redevelopment Project 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. Documentation of Economic Activity Taxes. So long as Developer owns the subject property within the Redevelopment Project Areas, Developer shall use commercially reasonable efforts to include the provisions as specified in **Section 25** hereof in all lease documents with tenants located at such subject property within the Redevelopment Project Areas requiring said sales tax information to be provided to City. Developer shall use commercially reasonable

efforts to include a similar provision in all sales contracts with purchasers of property located in the Redevelopment Project Areas requiring said sales tax information to be provided to City. So long as Developer owns the subject property within the Redevelopment Project Areas, Developer shall use commercially reasonable efforts to enforce said provisions with respect to such subject property (which shall not require Developer to litigate), and Developer shall use commercially reasonable efforts to provide that each such lease or sales contract provide that City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. 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 Developer or Taxing District, City shall provide its certification of Economic Activity Taxes due to the governing body of each such Taxing District.

17. Special Allocation Fund. The City Treasurer shall establish and maintain the Special Allocation Fund which shall contain two (2) separate segregated accounts. Payments in Lieu of Taxes shall be deposited into the Payment in Lieu of Taxes Account within the Special Allocation Fund. Economic Activity Taxes, including the EATS portion of the Sports Facility CID Sales Tax, shall be deposited into the Economic Activity Account within the Special Allocation Fund. Payments in Lieu of Taxes and Economic Activity Taxes so deposited and any interest earned on such deposits will be used for the payment of all remaining Reimbursable Project Costs incurred by the Developer and for the distribution to the Taxing Districts, in the manner set forth in the Redevelopment Plan and this Contract.

18. Disbursements from Special Allocation Fund. Disbursements from the Special Allocation Fund will be made in the following manner and order of priority:

A. Payment of fees and expenses incurred by the City in the administration of the Redevelopment Plan, the Redevelopment Projects, and this Contract as detailed in **Section 43.A.** hereof, to the extent not reimbursed pursuant to the Funding Agreement referenced in **Section 43** hereof;

B. Payment of Sports Facility CID Revenue captured as Economic Activity Taxes to the Sports Facility CID in accordance with the terms of the Sports Facility CID Cooperative Agreement.

C. Reimbursement of Reimbursable Project Costs in accordance with this Contract.

19. Reimbursable Project Cost Certification.

A. Request for Certification. Developer shall have the right to submit requests for certification for the line items and within the budget amounts identified on **Exhibit D** hereof as reimbursable expenses, and including Financing Costs incurred by Developer relating to Private Loans obtained to fund Reimbursable Project Costs. Developer shall use its best efforts to submit its request for certification of Reimbursable Project Costs incurred within one hundred twenty (120) days of incurring such costs but in no event shall the City be obligated to certify Reimbursable Project Costs submitted after one (1) year from the date such costs were incurred. For all Reimbursable Project Costs incurred by Developer prior to the execution of this Contract, such Reimbursable Project Costs shall be submitted for certification within one hundred twenty (120) days from the date of execution of this Contract. Upon presentation to City of an application for certification of Reimbursable Project Costs which details Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan, together with such supporting documentation in a format as stipulated by the City (including copies of invoices, canceled checks, receipts, lien waivers, and such other supporting documentation as City shall reasonably require) as City shall reasonably determine to be necessary (the "**Reimbursement Request**"), City shall review, verify and confirm the information included in the Reimbursement Request. The Reimbursement Request shall (1) identify each item of Reimbursable Project Cost by line item category in the Redevelopment Project Cost Allocation Budget (**Exhibit D**) for the Redevelopment Project separately, (2) aggregate all costs in the Reimbursement Request by line item category as set forth in the Redevelopment Project Cost Allocation Budget for the Redevelopment Project or elsewhere in this Contract, (3) include a report setting forth the total amount, by line item category from the Redevelopment Project Cost Allocation Budget for the Redevelopment Project, of all Reimbursable Project Costs set forth in the then-current Reimbursement Request and all prior Reimbursement Requests approved by City or for which approval is pending, and (4) include a report setting forth the percentage of work, by line item category from the Redevelopment Project Cost Allocation Budget for the Redevelopment Project, completed as of the date of the current Reimbursement Request.

Notwithstanding anything contained herein to the contrary, Developer shall be entitled to transfer amounts among each line item category in **Exhibit D** within each Redevelopment Project Area so long as Developer does not (a) exceed the aggregate of the Total Reimbursable Project Costs for said Redevelopment Project Area, (b) transfer amounts to "Development Fee" or Financing Costs that result in an increase to said line item, or (c) result in any additional fees or payments directly to Developer. If City determines that: (i) the Reimbursement Request accurately reflects Reimbursable Project Costs paid in accordance with this Contract and the Redevelopment Plan and (ii) the Reimbursable Project Costs for which certification is requested (considered in combination with all prior amounts certified for the same cost category or item, as applicable) are in accordance with the Redevelopment Project Cost Allocation Budget for the Redevelopment Project

(subject to the foregoing sentence), it shall approve and certify the Reimbursement Request. If City, pursuant to its review of such Reimbursement Request and supporting documentation, determines that any portion of the request for reimbursement should not be approved, it shall promptly state the reasons for such disapproval to Developer. Any such disapproval may be appealed by Developer to the City Council, which shall upon Developer's request hold a hearing at which Developer may present new and/or additional evidence. No Reimbursement Request will be approved if it causes the total Reimbursable Project Costs to exceed the Redevelopment Project Cost Allocation Budget for each Redevelopment Project Area without the formal approval by City Council of an amended and restated **Exhibit D** reflecting such an increase. Each Reimbursement Request for Developer Reimbursable Project Costs shall be approved administratively, and no action of the City Council shall be required to approve such Reimbursement Request. All Reimbursement Requests and Draw Certificates for City Reimbursable Project Costs may be approved by the City Treasurer and Developer shall not be required to approve or consent to any such Reimbursement Request for City Reimbursable Project Costs prior to the disbursement of funds to City. The City shall respond within a reasonable time period not to exceed thirty (30) days to all requests by Developer for approval under this **Section 19.A.**; provided however if the City has not responded within the thirty (30) days, interest shall begin to accrue for Reimbursable Project Costs that are the subject of the Reimbursement Request..

B. Cost Allocation Across Line Items. Developer shall, in each Reimbursement Request, identify the specific line item within the Redevelopment Project Cost Allocation Budget as to which each Reimbursable Project Cost for which certification is requested is assigned. Subject to the provisions in **Section 19.A.** herein, savings in the amount expended with respect to any specific line item in the Redevelopment Project Cost Allocation Budget for each Redevelopment Project Area may be re-allocated to another line item within said Redevelopment Project Area whereby the reimbursable amount under that line item shall increase by the amount re-allocated to that specific line item.

C. Limitation on Reimbursement to Developer. Reimbursable Project Costs are based upon the estimated project costs in **Exhibit D**. Regardless of the total amount of Reimbursable Project Costs requested by Developer or certified by the City in accordance with **Section 19**, the City's obligation to reimburse Developer for the Redevelopment Projects from TIF Revenue shall not exceed $38,025,000.

D. Payment of Interest Expenses.

(1) Third Party Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from a "non-Affiliate" third party in an arms-length transaction, City shall reimburse Developer as a Reimbursable Project Cost the actual Financing Costs incurred and certified pursuant to **Section 19** at a rate not to exceed seven

percent (7%) per annum. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to **Section 19** as a separate line item expense. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(2) Affiliate Borrowing. In the event Developer incurs Financing Costs on amounts Developer was loaned to finance and pay for Reimbursable Project Costs from an Affiliate of Developer, City shall reimburse Developer as a Reimbursable Project Cost with the actual Financing Costs incurred and certified pursuant to this **Section 19** at a rate not to exceed seven percent (7%) per annum. Financing Costs under this **Section 19.C.(2)** shall not exceed the lesser of (i) the lowest rate at which any Affiliate of Developer, loans any funds to any other first tier Affiliate of Developer for any purpose, (ii) the actual lowest cost of funds at which an Affiliate of Developer is able to borrow funds for its corporate purposes from time to time, (iii) the rate at which the Developer could have acquired private financing from a non-Affiliate lender, or (iv) seven percent (7%) per annum. For purposes of calculating interest expenses, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense, and as part of such certification Developer shall certify to City the actual lowest cost of funds at which any Affiliate of Developer is able to borrow funds for its corporate purposes as of the date such interest was incurred. For the month in which interest expense is initially incurred with respect to any advance of funds, the interest expense shall accrue from the 15th day of the month incurred for costs certified from the 1st through the 14th day of a month and from the last day of the month incurred for costs certified after the 15th day of a given month.

(3) Interest on Developer Equity – Project Improvements. In the event Developer finances a portion of the Reimbursable Project Costs associated with the Project Improvements with equity, Developer shall receive as a Reimbursable Project Cost, in addition to the return of its equity, interest on said equity as and from the date the equity was advanced at the same rate charged to Developer by its lender for debt financing at a rate not to exceed seven percent (7%) per annum. For purposes of calculating interest expense on Developer advanced equity, Developer shall certify its interest expense pursuant to this **Section 19** as a separate line item expense. For the month in which equity is initially advanced, the interest expense shall accrue from the 15th day of the month for equity advanced from the 1st through the 14th day of a month and from the last day of the month for equity advanced after the 15th day of a given month.

20. Payment of Project Costs - "As Collected" Basis. The Reimbursable Project Costs shall be reimbursed from the Special Allocation Fund on an "as collected" basis. Developer shall present to the City a Reimbursement Request for the City's certification pursuant to the procedure set forth in **Section 19**. The City shall disburse to Developer sufficient proceeds from the Special Allocation Fund, to the extent such funds are

available in the Special Allocation Fund, to pay those amounts identified on the certified Reimbursement Request within thirty (30) days following City's certification of such Reimbursement Request. City shall have the right to require lien releases (full or partial) and such other releases and documents as City may reasonably require prior to authorizing any such disbursement.

21. Cost Overruns. The Project Improvements shall be constructed in substantial accordance with the Redevelopment Project Cost Budget attached hereto as **Exhibit D**. In no event shall the aggregate total of the Reimbursable Project Costs that is to be paid for in whole or in part from the Special Allocation Fund exceed the aggregate of the Total Reimbursable Project Costs set out on **Exhibit D**, and if and to the extent that the Reimbursable Project Costs, exceed the Redevelopment Project Cost Budget in the aggregate then, Developer, subject to its right to seek to amend the Redevelopment Plan or this Contract, shall pay and be responsible for such Reimbursable Project Costs that exceed the Redevelopment Project Cost Budget in the aggregate.

22. Full Assessment of Redevelopment Project Areas. After all Reimbursable Project Costs have been paid, payment of all Redevelopment Project Costs and distribution of any excess moneys pursuant to Section 99.845 and 99.850 of the Act, but not later than twenty (20) years from the adoption of the Redevelopment Project Ordinance, City shall adopt an Ordinance dissolving the Special Allocation Fund and terminating the designation of each Redevelopment Project Area as a redevelopment area under the Act (the "**Termination Ordinance**"). From that date forward, all property in the Redevelopment Project Area shall be subject to assessments and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the County Assessor. After the adoption of the Termination Ordinance, the Redevelopment Project Area shall be owned and operated by Developer free from the conditions, restrictions and provisions of the Act, of any rules or regulations adopted pursuant thereto, of the Ordinance, of the Redevelopment Plan, and of this Contract, except as otherwise set forth herein or therein.

23. Maximum TIF Reimbursement Reduction. Ten (10) years from the Effective Date of this Contract, the City shall provide notice to the Developer to provide the City with an updated project pro forma reflecting actual costs and revenues incurred to-date (the "**Project Pro Forma**") along with evidence of such actual costs, revenues and other figures to the reasonable satisfaction of the City. Failure of the City to provide this notice on or before the ten (10) year anniversary shall cause this **Section 23** to become null and void unless the City cures such failure within sixty (60) days after said anniversary.

A. If the Project Pro Forma produces an internal rate of return to the Developer that exceeds thirteen percent (13%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall be reduced so that the Project Pro Forma produces an internal rate of return to the Developer that is equal to thirteen percent (13%).

B. If the Project Pro Forma produces an internal rate of return to the Developer that does not exceed thirteen percent (13%), the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be reduced.

C. Thereafter, the maximum amount of TIF Revenue available for reimbursement of Developer hereunder shall not be subject to further review or adjustment.

24. Tenant Approvals and Prohibitions.

A. The Developer shall have complete and exclusive control over the leasing or sales of property that it owns within the Redevelopment Project Areas including, without limitation, the fixing of rentals and the selection or rejection of users; provided, however, that the City prohibits certain uses and shall have the right to review and approve the following Tenants within the Redevelopment Project Areas:

(1) Existing Users in the City. Without the approval of the City, which approval shall not be unreasonably withheld, the Developer shall not cause the relocation of a tenant into the Redevelopment Project Areas, which is then open and operating one or more facilities in the City and then ceases to operate at least the same number of existing facilities within one (1) year of the opening of the new facility within the Redevelopment Project Areas; provided that this provision shall not apply to the relocation of a business having 10,000 square feet of space or less. The City may, in its discretion, waive this restriction to accommodate the relocation of a particular business.

(2) Restaurants. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell more than two (2) of the lots in the Redevelopment Project Areas to a Fast Food Restaurant as hereinafter defined. For the purpose of this section a Fast Food Restaurant shall be defined as a restaurant with all of the following characteristics:

(a) A “drive through” window;

(b) Less than 15 tables for the service of customers;

(c) No menu items in excess of $8.00;

(d) No waiter or waitress service; and

(e) No Liquor, wine or beer sales.

(3) Adult Businesses. The Developer shall not sell or lease for any of the lots in the Redevelopment Project Areas to an adult business as described in Chapter 14 of the City’s Municipal Code of Ordinances.

(4) Surplus or Second Hand Stores. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any of the Redevelopment Project Areas to a store whose primary business is the sale of used or second hand merchandise, a thrift shop, or a flea market.

(5) Gasoline Station/Convenience Stores. Without City approval, the Developer shall not sell or lease any of the lots in the Redevelopment Project Areas to a gasoline station/convenience store but the Developer may sell or lease one (1) lot in Redevelopment Project Area 1B to a gasoline station/convenience store. For the purpose of this section a gasoline station/convenience store shall be defined as a facility where gasoline, diesel fuel and oil may be dispensed at retail with no automobile repair facilities. Uses may also include the sale of cold drinks, packaged foods, tobacco and similar household convenience goods for station customers.

(6) Auto Repair Businesses or Lube Shops. Without City approval, which approval shall not be unreasonably withheld, the Developer shall not lease or sell any lots to a store whose primary business is as an automobile repair or lube shop or similar business that includes garage doors as a primary feature of its facility.

(7) Non-Sales Tax Generating Businesses. The Developer shall not, without City approval, sell or lease for development more than 30,000 square feet of finished first (1st) floor space in the Redevelopment Project Areas to non-sales tax generating businesses such as office uses or fitness centers; provided that this provision shall not apply to the future proposed residential apartments included in the Redevelopment Plan through an amendment to the Redevelopment Plan.

25. Lease of Project Property.

A. Developer, or any third party, may lease real property within the Redevelopment Project Areas. With regard to leases entered into following the Effective Date of this Contract, Developer shall use commercially reasonable efforts to insert in any such lease, and shall use commercially reasonable efforts to cause any third party to insert language reasonably similar to the following and shall use commercially reasonable efforts to have such Developer-lease signed by the lessee indicating acknowledgment and agreement to the following provision:

Economic Activity Taxes and Community Improvement District 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, will be applied toward the costs of certain improvements for the Development. In addition, Tenant acknowledges that the Shopping Center (including Tenant's Premises) is within the area of the Joplin Sports Facility Community Improvement District ("**CID**") which has imposed a sales tax on

any retail sales generated within Tenant's Premises. Upon request of the City, 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 as well as the CID.

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

Tenant represents and warrants that its business is not currently located in the City within the meaning of the TIF Act. Tenant acknowledges that if Tenant's business is currently located within the City within the meaning of the TIF Act or the TIF Contract and the business will be relocated from its current location within the City, this Lease shall not be effective unless the City Council approves the relocation, in addition to any other required approvals. Tenant acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Failure of 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 Redevelopment Project Areas. 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.

26. Sale or Disposition of Project Property.

A. Purchasing Entity. As a condition precedent to: (1) the transfer of any property interest within the boundaries of the Redevelopment Project Areas to any transferee, other than a Lender or a party under any sale or lease of a pad site 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 pad site retail building area for the construction and operation thereon, or (2) any transfer and assignment of Developer's obligations as set forth in **Sections 29 and 32** hereof, the Developer shall require the transferee or assignee to comply with the requirements of the Redevelopment Plan and the obligations set forth in this Contract. As a condition to the City granting consent, the City may require the transferee or assignee to expressly assume in writing the obligations of Developer hereunder. Notwithstanding the foregoing, no consent will be required for the sale of any building after construction of the building is completed.

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

Developer or any third party in the Redevelopment Project Areas, 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 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 Contract.

C. Obligation to Ameliorate Existing Conditions. Developer's obligations pursuant to **Section 5** hereof, unless earlier satisfied and certified pursuant to **Section 10** 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 **Section 25** hereof, shall be incorporated into any deed or other instrument conveying an interest in real property, other than a lease agreement, within the Redevelopment Project Areas and shall provide that said obligations or restrictions shall constitute a benefit held by both Developer and City and that City is an intended third party beneficiary of said obligations and restrictions. Failure of 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 Redevelopment Project Areas.

E. Notification to City of Transfer. Developer shall notify City in writing of any proposed sale or other transfer of any or all of the real property in the Redevelopment Project Areas or any interest therein 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 or tenant for retail and other permitted uses as provided for in this Contract. 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 36** hereof and shall include a copy of the instrument effecting such sale or other disposition.

27. Progress Reports.

A. Upon the City's written request (not to exceed more than once per year) until all Project Improvements are completed, Developer shall report to the City Council the progress of its implementation of the Redevelopment Project. Such reports shall include such information as is required under the reporting requirements of the Act, such additional information as City may reasonably require, and such additional information as Developer wishes to present, including, without limitation:

(1) Project Improvements completed;

(2) status of Project Improvements in progress but not yet completed;

(3) actual Redevelopment Project Costs in the Redevelopment Project Areas compared to Redevelopment Plan estimates;

(4) actual start and completion dates of Project Improvements in the Redevelopment Project Areas compared to Redevelopment Plan estimates; and

(5) estimated start date of Project Improvements not yet commenced at date of report.

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

28. Compliance with Laws. Subject to Developer's rights to contest the same in any manner permitted by law, Developer, its officers, directors and principals, at its sole cost and expense, shall comply in every respect with all Legal Requirements, 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 construction of the Project Improvements, the ownership, occupancy, use and operation of the Redevelopment Projects and the Redevelopment Project Areas. Pursuant to Section 285.530 RSMo, the Developer shall execute affidavits attesting to their compliance with the requirements of Section 285.530 RSMo regarding employment of unauthorized aliens.

29. Assignment of Developer's Obligations. The Developer represents that its undertakings pursuant to this Contract are for the purpose of redevelopment. Without limiting the rights of Developer or any third party under **Section 26** hereof, Developer agrees that this Contract and the rights, duties and obligations hereunder may not and shall not be assigned by Developer without the prior written consent of the City Council, which consent shall be given if the City Council determines that the proposed transferee has all of the qualifications and financial responsibility, as reasonably determined by the City, necessary and adequate to fulfill the obligations of Developer, and, if the proposed assignment relates to a portion of the Redevelopment Project Area on which Project Improvements are under way, such obligations to the extent that they relate to such property. Any proposed transferee shall, expressly for the benefit of City, enter into an agreement with the City obligating the assignee to assume all of the obligations of Developer under this Contract and agree to be subject to all the conditions and restrictions to which Developer is subject (or, in the event the transfer is of or relates to a portion of the Redevelopment Project Area, 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 Developer (other than to an Affiliate of Developer) that results in a change in management control of Developer will constitute an assignment of this Contract. Notwithstanding the foregoing:

A. Developer may at any time without the City's consent convey the Redevelopment Project Areas, assign its rights, and delegate its duties and

obligations under this Contract to any entity controlled by the Developer or the principals of the 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 Developer or their entities continues to be the managing member or managing partner of Developer or any successor entity to Developer, no sale, transfer, assignment, pledge or hypothecation of an interest in 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 Contract that requires the City's consent.

C. No consent will be required under this section for any pledge or assignment of this Contract or pledge or assignment of an interest in Developer or any interest in any member of Developer as collateral security for Developer's financing.

D. Approval by the City Manager, not to be unreasonably withheld, will be required under this section for any sale or lease of a pad site 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 pad site retail building area for the construction and operation thereon).

Upon such assignment, Developer shall be released from such obligations accruing after the date of such assignment.

30. Assignment of Payments. Notwithstanding the provisions of **Section 29**, the 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 Contract.

31. Collateral Assignment of Contract. Notwithstanding the provisions of **Section 29**, the Developer may assign or pledge its rights under this agreement as collateral 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 Contract.

32. Transfer of Interests in Developer – City Approval. Developer shall, prior to the sale, conveyance, merger or other transfer of greater than fifty percent (50%) of the voting interest in Developer membership interests if 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; provided, however, that the members, partners or shareholders of Developer as of the Effective Date, shall have the right to transfer, in one or more transactions, the ownership interest in Developer, without City's consent, to any entity or entities to which Developer is permitted, without City's consent, to transfer property and assign its obligations in the Redevelopment Project Areas pursuant to **Section 29** hereof. Upon

submission by 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 Developer or any party owning any interest in Developer of any interest without the consent of City shall be null and void. In addition, City may require Developer, as a condition precedent to the transfer of any interests in Developer, to require the transferee to enter into an agreement with City obligating the transferee to comply with the requirements of the Redevelopment Plan and the obligations in this Contract relating to the property. Notwithstanding the foregoing, Developer or Developer's members, or any one of them, may, without notice to or approval of City, transfer interests in Developer to any Affiliate of such member, if such transfer does not result in a material change in the controlling interests of Developer.

33. Indemnification.

A. Developer shall indemnify, protect, defend and hold City and its officers, directors, members, commissioners, employees and agents (collectively, the "**Indemnified Parties**" or, individually, an "**Indemnified Party**") harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character (including consequential and punitive damages), to persons or property occurring or allegedly occurring as a result of any acts or omissions of Developer, its constituent members or partners, their employees, agents, independent contractors, licensees, invitees or others acting by, through or under such indemnifying parties, in connection with its or their activities conducted pursuant to this Contract and/or in connection with the ownership, use or occupancy and development or redevelopment of the Redevelopment Project Areas or a portion thereof and the Project Improvements. Provided that, Developer shall not have any indemnification obligation with respect to any particular liability where one or more indemnified Parties' negligence or willful misconduct was involved.

B. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which Developer may become obligated to one or more of the Indemnified Parties hereunder, the Indemnified Party shall give prompt notice to Developer of the occurrence of such event, but the failure to notify Developer will not relieve Developer of any liability that it may have to an Indemnified Party. After receipt of such notice, Developer may elect to defend, contest or otherwise protect the Indemnified Party against any such Action, at the cost and expense of Developer, utilizing counsel of Developer's choice. The Indemnified Party shall have the right, but not the obligation, to participate, at the Indemnified Party's own cost and expense, in the defense thereof by counsel of the Indemnified Party's choice. In the event that Developer shall fail timely to defend, contest or otherwise protect an Indemnified Party against such Action, the Indemnified Party shall have the right to do so, and (if such defense is undertaken by the Indemnified Party after notice to Developer asserting Developer's failure to timely defend, contest or otherwise protect against

such Action), the Indemnified Party may submit any bills for fees and costs received from its counsel to Developer for payment and, within thirty (30) business days after such submission, Developer shall transfer to the Indemnified Party sufficient funds to pay such bills. Developer acknowledges that such bills may be redacted to delete any information which would constitute attorney-client communication or attorney work product.

C. An Indemnified Party shall submit to Developer any settlement proposal that the Indemnified Party shall receive. Developer shall be liable for the payment of any amounts paid in settlement of any Action to the extent that Developer consents to such settlement. Neither Developer nor the Indemnified Party will unreasonably withhold its consent to a proposed settlement.

D. Developer expressly confirms and agrees that it has provided this indemnification and assumes the obligations under this Contract imposed upon Developer in order to induce City to enter into this Contract. To the fullest extent permitted by law, an Indemnified Party shall have the right to maintain an action in any court of competent jurisdiction to enforce and/or to recover damages for breach of the rights to indemnification created by, or provided pursuant to, this Contract. If such court action is successful, the Indemnified Party shall be reimbursed by Developer for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with such action (including, without limitation, the investigation, defense, settlement or appeal of such action).

E. The right to indemnification set forth in this Contract shall survive the termination of this Contract and the Redevelopment Project Areas as development areas with respect to any liability arising during the term of the Contract.

34. Breach-Compliance.

A. If Developer or City does not comply with provisions of this Contract, including provisions of the Redevelopment Plan, within the time limits and in the manner for the completion of the Redevelopment Project as therein stated, except for any extensions or waivers described herein and Excusable Delays (as defined in **Section 35** hereof), in that Developer or City shall do, permit to be done, or fail or omit to do, or shall be about so to do, permit to be done, or fail or omit to have done, anything contrary to or required of it by this Contract or the Act, and if, within ninety (90) days after notice of such default by the nondefaulting party to the defaulting party, the defaulting party shall not have cured such default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said ninety (90) day period (but in any event if the defaulting party shall not have cured such default within one hundred eighty (180) days), then the nondefaulting party may institute such proceedings as may be necessary in its opinion to cure the default including, but not limited to, proceedings to compel specific performance (but not to compel construction) by the party in default of its obligations and, in the case of default by Developer, City is granted the right to terminate this Contract as to that portion of the Redevelopment Project

owned by Developer, the right to apply any deposit or other funds submitted by Developer to City in payment of the damages suffered by it, the right to withhold or apply funds from the Special Allocation Fund to such extent as is necessary to protect City from loss or to ensure that the Redevelopment Plan and Redevelopment Project is fully and successfully implemented in a timely fashion, and the right to withhold issuance of a Certificate of Completion and Compliance.

B. The rights and remedies of the parties to this Contract, whether provided by law or by this Contract, shall be cumulative and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

C. Developer (for itself and its successors and assigns, and for all other persons who are or who shall become liable, by express or implied assumption or otherwise, upon or subject to any obligation or burden under this Contract), waives to the fullest extent permitted by law and equity all claims or defenses otherwise available on the ground of being or having become a surety or guarantor, whether by agreement or operation of law. This waiver includes, but is not limited to, all claims and defenses based upon extensions of time, indulgence or modification of terms of contract.

D. Any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this paragraph shall not operate as a waiver of such rights or limit them in any way. No waiver in fact made by either party of any specific default by the other party shall be considered or treated as a waiver of the rights with respect to any other defaults, or with respect, to the particular default except to the extent specifically waived.

E. In no event shall City be obligated to certify any Reimbursable Project Costs, approve any Reimbursement Request or reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer at any time while any default by Developer has occurred and remained uncured beyond Developer's cure period as provided in **Section 34.A.** herein, and City has provided notice of such default as required under **Section 34**. Notwithstanding the above, if the City validly terminates this Contract, the City shall be required to, in due course according to the standards set forth herein, certify any Reimbursable Project Costs, approve any Reimbursement Request and reimburse Developer for any Reimbursable Project Costs incurred or paid by Developer prior to any such notice of default. If City shall at any time elect to rely upon the provisions of this **Section 34.E.** as the basis for an action by City, City shall, at the time of such election, notify Developer in writing of such decision and the specific facts or events relied upon by City as the basis for such action by City.

F. Notwithstanding anything to the contrary herein, Developer agrees that in the event of any default by City under this Contract, it will not bring any

action or suit to recover damages against City or any officer, director, commissioner, member, employee, or agent of any of them. Actions brought in equity or which otherwise do not seek to recover damages are not precluded by this Subsection.

35. Excusable Delays. The parties understand and agree that Developer shall not be deemed to be in default of this Contract because of delays or temporary inability to commence, complete or proceed in accordance with the Redevelopment Schedule, due in whole or in part to causes beyond the reasonable control or without the material fault of Developer which are caused by the action or failure to act of any governmental body, department or agency, including but not limited to, failure to approve complete applications for permits that comply with all applicable laws and regulations within thirty (30) days of submission and failure to provide any consent required by this Contract where all applicable requirements for said consent have been complied with within twenty (20) days of submission, acts of war or civil insurrection, breach of this Contract by City or any natural occurrence, pandemic of any nature, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, or unusually severe weather (collectively "**Excusable Delays**"). The time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes, which approval shall not be arbitrarily or unreasonably withheld. Nothing herein shall excuse Developer from any obligation to pay money hereunder, nor shall this Section excuse Developer from performance of its obligations because of a lack of funds or inability to obtain financing, except as provided in **Section 13** hereof and except if financing commitments obtained by Developer and approved by City as provided in this Contract are not fulfilled by the party issuing such commitment through no fault of Developer, in which case Developer shall be entitled to additional time not to exceed one hundred eighty (180) days to obtain new financing commitments.

36. Notice. Any notice required by this Contract shall be deemed to be given if it is mailed by United States registered mail, postage prepaid, and addressed as hereinafter specified.

Any notice to City shall be addressed to:

City Manager
City Hall
602 South Main Street
Joplin, Missouri 64801

With a copy to:

City Attorney
City Hall
602 South Main Street
Joplin, Missouri 64801

Any notice to Developer shall be addressed to:

Prospect Village, LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

With a copy to:

Natalie Wordekemper
Prospect Village, LLC
20010 Manderson Street, Suite 101
Elkhorn, NE 68022

With a copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

37. Modification. The terms, conditions, and provisions of this Contract and of the Redevelopment Plan can be neither modified nor eliminated except in writing and by mutual agreement between City and Developer. Any modification to this Contract as approved shall be attached hereto and incorporated herein by reference.

38. Effective Date. This Contract shall become effective on the Effective Date and shall remain in full force and effect until the completion of all Project Improvements, as described herein, and so long as any Reimbursable Project Costs remain outstanding and unpaid, subject, however, to the provisions of **Section 34** hereof.

39. Recording. Upon full execution by City and Developer, this Contract or a memorandum thereof shall be recorded by City, at Developer's expense, in the Office of the Recorder of Deeds for Jasper County, Missouri.

40. Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.

41. Covenant Running With the Land. The provisions of this Contract shall remain in effect for the duration of the Redevelopment Plan and any renewal period or periods of the Redevelopment Plan at the end of which time they shall cease. They shall be covenants running with the land and shall be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and be enforceable by, City, its successors and assigns, against Developer, its successors and assigns, and every

successor in interest to the subject real property, or any part of it or any interest in it and any party in possession or occupancy of the real property or any part thereof (provided, subject to the provisions of **Section 32** hereof, that any such covenants shall be binding on Developer itself, such successor in interest to the subject property, and every part of the subject real property, and each party in possession or occupancy of the subject real property or any part thereof, only during their period of ownership).

42. Relocation Costs. Except as otherwise provided in the Redevelopment Project Cost, City shall not be responsible for any relocation activity or the costs thereof that may be required by law to be paid with respect to any part of the Redevelopment Plan. Developer shall provide the relocation services and benefits as provided for under the Redevelopment Plan and shall hold City harmless from any claim, cost or expense for said services and benefits made by individuals and entities arising from implementation of this Redevelopment Plan, except that such costs may be deemed by City to be Redevelopment Project Costs. City acknowledges that the amounts paid by Developer to purchase real property from third parties within the Redevelopment Project Areas includes relocation costs. Notwithstanding the foregoing, City may assist in administering relocation activity if requested by Developer and approved by City, or if directed by the City Council of City.

43. Administrative Costs and Expenses.

A. In order to reimburse City for its administrative costs and expenses (including staff time and contracted services) in connection with the preparation, development and implementation of the Redevelopment Plan and Redevelopment Project, this Contract or any agreement or instrument entered into pursuant to this Contract or in connection with the Redevelopment Project or the Redevelopment Plan, City and Developer have entered into the Funding Agreement (the "**Funding Agreement**"). Any of City's actual and reasonable administrative costs and expenses that are provided for in this **Section 43.A.** and which are not covered by the Funding Agreement shall be reimbursed by the City from the incremental TIF revenue deposited in the Special Allocation Fund. Amounts paid by Developer under the Funding Agreement are Reimbursable Project Costs.

B. Additional documented professional service costs and other expenses incurred by City (other than those described in **Section 43.A.** hereof) that are found by City to be reasonable and necessary for it in connection with the Redevelopment Plan, this Contract or otherwise relating to the Redevelopment Project shall be reimbursed from the Special Allocation Fund.

C. Upon the request of Developer, and at the sole cost of Developer, City shall furnish appropriate documentation of the administrative costs and expenses as referred to in this **Section 43** which are in its possession, and shall allow Developer or its representatives an opportunity to review the accounts and records of City with regard to such administrative costs and expenses, such review to be at the sole cost and expense of Developer and conducted at such time as is mutually agreeable to the parties, but in no event more frequently than quarterly.

44. Validity and Severability. It is the intention of the parties hereto that the provisions of this Contract shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Contract. Accordingly, if any provision of this Contract shall be deemed invalid or unenforceable in whole or in part, this Contract shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Contract in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Contract by reference.

45. Time and Performance are of the Essence. Time and exact performance are of the essence of this Contract.

46. City's Legislative Powers. Notwithstanding any other provisions in this Contract, nothing herein shall be deemed to usurp the governmental authority or police powers of City or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Contract.

47. Good Faith; Consent or Approval. In performance of this Contract or in considering any requested extension of time, the parties agree that each will act in good faith, cooperate in expeditious and timely approvals, and will not act unreasonably, arbitrarily, or capriciously or unreasonably withhold or delay any approval required by this Contract; provided, however, that the City need not act reasonably in considering a requested extension of time that would extend a time period set forth in this Contract for the performance of an obligation by the Developer by more than three (3) years from the original end of such period as set forth in this Contract. Except as otherwise provided in this Contract, whenever consent or approval of either party is required, such consent or approval will not be unreasonably withheld, conditioned or delayed. The City agrees to reasonably cooperate with the Developer with respect to (i) applications for building permits from the City and the issuance thereof, and any permits or approvals required from any governmental agency, whenever reasonably requested to do so; provided, however, that all applications for such permits and approvals are in compliance with the applicable ordinances and regulations, approved plans and specifications, and all applicable codes, (ii) securing any construction and permanent financing that the Developer may reasonably require in connection with the performance of its obligations under this Contract, (iii) reviewing and approving Developer's plans, including but not limited to the Developer Public Project Plans, site plans and building elevations, construction plans and the Design Criteria and any amendments thereto. The Developer, in recognition of the significant public investment of the City; and the City, in recognition of the substantial financial commitment of the Developer, agrees to cooperate in good faith to accomplish the expeditious and optimal utilization of the retail space in Redevelopment Project Areas. The Developer agrees and acknowledges that in each instance in this Contract or elsewhere where the City is required or has the right to review or give its approval or consent, no such review, approval or consent will imply or be deemed to constitute an opinion by the City, nor impose upon the City any responsibility for the design or construction of building elements, including but not limited to the

structural integrity or life/safety requirements or adequacy of budgets or financing or compliance with any applicable federal or state law, or local ordinance or regulation, including the Environmental Laws. All reviews, approval and consents by the City under the terms of this Contract are for the sole and exclusive benefit of the Developer and no other person or party will have the right to rely thereon.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY:

THE CITY OF JOPLIN, MISSOURI, a municipal corporation

By:_____
Print Name:_____
Title:_____

STATE OF MISSOURI)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025, before me personally appeared _____, to me known, who being by me duly sworn, did say that he/she is the _____ of the City of Joplin, Missouri, a Missouri municipal corporation, that said instrument was signed on behalf of said corporation by authority of its City Council, and acknowledged said instrument to be the free act and deed of said corporation.

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

_____

Print Name:_____

Notary Public in and for said County and State

My Commission Expires:

_____

DEVELOPER:

PROSPECT VILLAGE, LLC, a Nebraska limited liability company

By:_____
Print Name:_____
Title:_____

STATE OF _____)
)
COUNTY OF _____) ss.

On this ____ day of _____, 2025, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did say he is the _____ of Prospect Village, LLC, a Nebraska limited liability company, and acknowledged said instrument to be his free act and deed and 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.

_____

Print Name:_____

Notary Public in and for said County and State

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT AREA

ALL THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 7 AND THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE EAST HALF OF SECTION 13, TOWNSHIP 27 NORTH, RANGE 33 WEST OF THE 5TH PRINCIPAL MERIDIAN, ALL IN THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 1194.06 FEET ALONG THE NORTH LINE OF SAID SECTION 18 TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE NORTH 01°35'38" EAST, 30.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 261.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°35'10" WEST, 217.84 FEET TO THE NORTHEAST CORNER OF LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14 IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE; THENCE SOUTH 01°35'10" WEST, 267.25 FEET ALONG THE EAST LINE OF SAID LOT 3; THENCE SOUTH 43°47'14" EAST, 54.25 FEET ALONG SAID EAST LINE OF LOT 3 TO THE SOUTHEAST CORNER OF LOT 3, SAID POINT BEING ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2453, PAGE 20 IN THE JASPER COUNTY MISSOURI RECORDER'S OFFICE; THENCE ALONG SAID WEST LINE SOUTH 43°19'07" EAST, 9.92 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°30'33" EAST, 539.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°55'36" EAST, 449.98 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE SOUTH RIGHT OF WAY OF 20TH STREET, ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2452, PAGE 413; THENCE ALONG THE NORTH LINE OF SAID TRACT AND THE SOUTH RIGHT OF WAY OF 20TH STREET SOUTH 88°28'37" EAST, 368.29 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 81°14'25" EAST, 112.07 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DAVIS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY SOUTH 01°55'36" WEST, 1419.94 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE PROJECTION OF AND THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2489, PAGE 263 NORTH 88°30'48" WEST, 287.73 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT BEING ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 2070, PAGE 952; THENCE ALONG THE EAST LINE OF SAID TRACT SOUTH 01°38'06" WEST, 506.75 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT NORTH 88°28'35" WEST, 607.05 FEET; THENCE NORTH 44°04'42" WEST, 21.24 FEET

ALONG SAID SOUTH LINE OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE SOUTH 01°33'57" WEST, 14.96 FEET; THENCE NORTH 88°30'06" WEST, 279.00 FEET; THENCE SOUTH 01°31'17" WEST, 242.63 FEET; THENCE SOUTH 13°47'00" WEST, 535.00 FEET; THENCE SOUTH 67°20'48" WEST, 568.09 FEET TO THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1300, PAGE 16; THENCE ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 88°17'14" WEST, 754.77 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY NORTH 01°15'29" EAST, 234.61 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 89°45'46" EAST, 131.62 FEET TO A POINT ON THE EAST RIGHT OF WAY OF SAID RANGE LINE ROAD, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2667, PAGE 87; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°19'06" EAST, 354.33 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID TRACT AND ALONG THE EASTERLY LINES OF THE FOLLOWING TRACTS DESCRIBED IN BOOK 2669, PAGE 171, BOOK 2675, PAGE 282, BOOK 2345, PAGE 2326 NORTH 01°45'27" EAST, 665.11 FEET TO THE NORTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 2345, PAGE 2326; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°14'49" WEST, 3.09 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2208, PAGE 753; THENCE LEAVING SAID NORTH LINE OF SAID TRACT AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°30'18" EAST, 155.96 FEET ALONG SAID EAST LINE; THENCE NORTH 10°02'57" WEST, 96.77 FEET ALONG SAID EAST LINE, SAID POINT BEING ON THE WEST RIGHT OF WAY OF GENEVA AVENUE; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°30'18" EAST, 507.40 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY NORTH 01°30'53" EAST, 594.43 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE PROJECTION OF AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 1629, PAGE 2218 SOUTH 88°30'31" EAST, 263.58 FEET TO THE NORTHEAST CORNER THEREOF; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES OF SAID TRACT THE FOLLOWING NINE CALLS: SOUTH 01°40'31" WEST, 64.47 FEET; THENCE NORTH 87°12'37" WEST, 2.19 FEET; THENCE SOUTH 02°18'53"WEST, 65.33 FEET; THENCE SOUTH 87°21'07" EAST, 4.09 FEET; THENCE SOUTH 02°25'15" WEST, 31.94 FEET; THENCE NORTH 88°35'53" WEST, 8.87 FEET; THENCE SOUTH 01°24'39" WEST, 31.15 FEET; THENCE SOUTH 88°27'34" EAST, 4.27 FEET; THENCE SOUTH 01°30'38" WEST, 135.52 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2535, PAGE 213; THENCE ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING THREE CALLS: SOUTH 88°29'27" EAST, 71.14 FEET; THENCE NORTH 55°31'54" EAST, 135.43 FEET; THENCE SOUTH 89°25'17" EAST, 302.05 FEET TO THE SOUTHEAST CORNER OF AFORESAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 12°59'28" EAST, 248.52 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT BEING ON THE EAST LINE OF LOT 1 IN AFORESAID FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14; THENCE ALONG SAID EAST LINE NORTH 12°59'28" EAST, 8.02 FEET; THENCE

CONTINUING ALONG SAID EAST LINE NORTH 01°35’18” EAST, 196.78 FEET TO THE SOUTHWEST CORNER OF LOT 3, FINAL PLAT OF THE HOME DEPOT SUBDIVISION, JOPLIN, JASPER COUNTY, MISSOURI ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 19, PAGE 14; THENCE ALONG THE WEST LINE OF SAID LOT 3 NORTH 01°35’38” EAST, 299.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE NORTH 01°35’38” EAST, 194.88 FEET TO THE POINT OF BEGINNING. CONTAINING 89.37 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.

EXHIBIT B

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREAS

REDEVELOPMENT PROJECT AREA 1A

ALL THAT PART OF THE FRACTIONAL WEST HALF OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST,479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST 664.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°27'45" EAST, 343.88 FEET; THENCE SOUTH 02°39'38" EAST, 46.12 FEET; THENCE SOUTH 64°56'12" EAST, 143.19 FEET; THENCE SOUTH 85°35'57" EAST, 363.52 FEET; THENCE SOUTH 01°31'17" WEST, 121.31 FEET; THENCE SOUTH 13°47'00" WEST, 535.00 FEET; THENCE NORTH 88°30'00" WEST, 727.74 FEET; THENCE NORTH 01°30'18" EAST, 765.93 FEET TO THE POINT OF BEGINNING. CONTAINING 12.95 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 1B

ALL THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST 1430.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'00" EAST, 727.74 FEET; THENCE SOUTH 67°20'48" WEST, 568.09 FEET; THENCE NORTH 88°17'14" WEST, 629.68 FEET; THENCE NORTH 01°42'45" EAST, 113.03 FEET; THENCE SOUTH 88°19'06" EAST. 354.33 FEET; THENCE SOUTH 01°39'15" WEST, 6.73 FEET; THENCE SOUTH 88°30'00" EAST, 60.48 FEET TO THE POINT OF BEGINNING. CONTAINING 4.76 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 2

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°57'13" WEST, 50.01 FEET; THENCE SOUTH 88°28'37" EAST, 368.31 FEET; THENCE SOUTH 43°22'41" EAST, 70.51 FEET; THENCE SOUTH 01°55'36" WEST, 362.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°55'36" WEST, 873.18 FEET; THENCE SOUTH 81°32'41" WEST, 158.44 FEET; THENCE SOUTH 59°53'55" WEST, 109.56 FEET; THENCE SOUTH 52°36'45" WEST,142.93 FEET; THENCE SOUTH 00°43'10" EAST, 56.61 FEET; THENCE SOUTH 51°08'00" WEST, 67.87 FEET; THENCE SOUTH 83°21'39" WEST, 162.03 FEET; THENCE NORTH 62°58'10" WEST, 47.15 FEET; THENCE NORTH 01°57'50" WEST, 108.52 FEET; THENCE NORTH 56°33'35" EAST, 62.32 FEET; THENCE NORTH 29°18'01" EAST, 34.45 FEET; THENCE NORTH 75°24'14" WEST, 174.63 FEET; THENCE NORTH 87°27'23" WEST, 158.97 FEET; THENCE NORTH 01°26'52" EAST, 486.87 FEET; THENCE NORTH 55°34'29" WEST, 48.57 FEET; THENCE NORTH 81°07'38" EAST, 81.55 FEET; THENCE NORTH 02°53'21" EAST, 58.94 FEET; THENCE NORTH 22°10'34" WEST, 33.35 FEET; THENCE NORTH 44°26'57" WEST, 19.32 FEET; THENCE NORTH 22°41'26" EAST, 12.98 FEET; THENCE NORTH 84°11'47" EAST, 241.23 FEET; THENCE 57.43 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 365.30 FEET, A CHORD DIRECTION OF NORTH 78°32'35" EAST, A CHORD DISTANCE OF 57.37 FEET; THENCE NORTH 77°46'13" EAST, 133.66 FEET; THENCE 165.88 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 125.01 FEET, A CHORD DIRECTION OF NORTH 39°45'21" EAST, A CHORD DISTANCE OF 153.98 FEET; THENCE NORTH 03°04'18" WEST, 23.95 FEET; THENCE 116.86 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 78.70 FEET, A CHORD DIRECTION OF NORTH 47°52'37" EAST, A CHORD DISTANCE OF 106.41 FEET; THENCE SOUTH 88°28'37" EAST, 263.49 FEET; THENCE SOUTH 76°12'41" EAST, 11.44 FEET TO THE POINT OF BEGINNING. CONTAINING 17.09 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 3A

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55'36" WEST, 50.01 FEET TO THE POINT OF

BEGINNING; THENCE SOUTH 88°28’37” EAST, 206.54 FEET; THENCE SOUTH 01°31’23” WEST, 349.99 FEET; THENCE NORTH 88°28’37” WEST, 209.01 FEET; THENCE NORTH 01°55’36” EAST, 350.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.67 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 3B

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28’37” EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55’36” WEST, 50.01 FEET; THENCE SOUTH 88°28’37” EAST, 206.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°28’37” EAST, 161.74 FEET; THENCE SOUTH 43°22’41” EAST, 70.51 FEET; THENCE SOUTH 01°55’36” WEST, 300.05 FEET; THENCE NORTH 88°28’37” WEST, 209.40 FEET; THENCE NORTH 01°31’23” EAST, 349.99 FEET TO THE POINT OF BEGINNING. CONTAINING 1.66 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 5

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28’37” EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30’53” WEST, 1292.77 FEET; THENCE SOUTH 01°30’18” WEST, 6.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54°00’07” EAST, 5.33 FEET; THENCE NORTH 61°29’55” EAST, 77.23 FEET; THENCE SOUTH 72°57’31” EAST, 62.01 FEET; THENCE SOUTH 34°52’44” EAST, 115.15 FEET; THENCE SOUTH 23°43’27” EAST, 247.63 FEET; THENCE SOUTH 50°25’51” EAST, 139.91 FEET; THENCE SOUTH 78°25’46” WEST, 37.81 FEET; THENCE SOUTH 40°10’32” WEST, 78.62 FEET; THENCE SOUTH 55°41’31” WEST, 48.90 FEET; THENCE 124.59 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 218.85 FEET, A CHORD DIRECTION OF SOUTH 74°12’58” WEST, A CHORD DISTANCE OF 122.92 FEET; THENCE NORTH 89°38’19” WEST, 172.07 FEET; THENCE NORTH 01°30’18” EAST, 522.48 FEET TO THE POINT OF BEGINNING. CONTAINING 3.36 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF

RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

REDEVELOPMENT PROJECT AREA 6

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 698.31 FEET; THENCE SOUTH 88°30'31" EAST, 46.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°30'31" EAST, 136.74 FEET; THENCE SOUTH 01°40'31" WEST, 64.47 FEET; THENCE NORTH 87°12'37" WEST, 2.19 FEET; THENCE SOUTH 02°18'53" WEST, 65.33 FEET; THENCE SOUTH 87°21'07" EAST, 4.09 FEET; THENCE SOUTH 02°25'15" WEST, 31.94 FEET; THENCE NORTH 88°35'53" WEST, 8.87 FEET; THENCE SOUTH 01°24'39" WEST, 31.15 FEET; THENCE SOUTH 88°27'34" EAST, 4.27 FEET; THENCE SOUTH 01°30'38" WEST, 135.52 FEET; THENCE NORTH 88°29'27" WEST, 42.87 FEET; THENCE NORTH 63°41'36" WEST, 33.30 FEET; THENCE NORTH 05°01'08" WEST, 190.61 FEET; THENCE NORTH 15°16'11" WEST, 130.62 FEET TO THE POINT OF BEGINNING. CONTAINING 0.72 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

EXHIBIT C

REDEVELOPMENT SCHEDULE

ESTIMATED OPENING DATES

Project 1A	2028-2034
Project 1B	2028-2034
Project 2	2027-2028
Project 3A	2028-2034
Project 3B	2028-2034
Project 5	2028-2034
Project 6	2026-2028

EXHIBIT D

REDEVELOPMENT PROJECT COST BUDGET

DEVELOPMENT COST BUDGET - "TIF & CID Reimbursable Project Costs"

DATE: October 21, 2024

DEVELOPMENT COSTS	TOTAL PROJECT COST	PRIVATE	TIF	Prospect Village - Community Improvement District (CID)		Joplin Sports Facility - Community Improvement District (CID)
			PILOTS / EATS	CID NON-CAPTURED (TIF CAPTURING)	CID REIMBURSEMENT	CID REIMBURSEMENT
Acquisition						
International Paper Property	$10,000,000	$5,500,000			$4,500,000	
Duane Hukill	$250,000			$250,000		
Red Hot Blue	$8,150,000				$8,150,000	
Dave Christie - Chris Robert's Future Location	$1,000,000	$0			$1,000,000	
Home Depot ROW / Pinnacle Bank ROW / Misc property needed to complete development	$1,000,000				$1,000,000	
Metal Shed Building	$2,400,000				$2,400,000	
Fletcher Vacant Land	$2,000,000	$1,250,000		$750,000		
Total Acquisition Cost	**$29,000,000**	**$6,750,000**		**$1,000,000**	**$13,250,000**	
Building Construction and Enhancements						
Sports Complex Facility	$62,499,840	$0	$0	$0	$0	$62,499,840
- Acquisition - 22 acres @ $12 PSF	$11,499,840					$11,499,840
- Hard Costs + Outdoor Feats	$42,500,000					$42,500,000
- Furniture Fixtures Equipment	$8,500,000					$8,500,000
Anchor Store	$29,000,000	$15,200,000	$17,500,000	$0	$6,300,000	$0
- Acquisition - CID Purchase of Parking Lot Area	$4,000,000				$2,400,000	
- Parking Lot Improvements	$4,000,000				$4,000,000	
- Vertical Improvements	$35,000,000		$17,500,000			
- Furniture Fixtures Equipment	$6,000,000					
Multi-Family (275 units)	$88,500,000	$71,575,000	$9,625,000	$2,750,000	$3,750,000	$0
- Acquisition - $0.00 PSF	$0					
- Parking Lot Improvements	$5,500,000			$2,750,000		
- Vertical Improvements	$75,000,000		$9,625,000		$3,750,000	
- Amenity Package	$8,000,000					
Fletcher Parking Improvements	$1,000,000	$1,000,000	$0	$0	$0	$0
Lot #1 Hotel on Pad Site	$15,000,000	$12,000,000	$1,000,000	$0	$2,000,000	$0
- Acquisition - $0. PSF	$0					
- Parking Lot Improvements	$2,000,000		$1,000,000		$2,000,000	
- Vertical Improvements	$13,000,000					
Commercial Buildings on Lots 3 & 4	$3,000,000	$3,000,000	$0	$0	$0	$0
- Acquisition - $0. PSF	$0					
- Parking Lot Improvements	$500,000					
- Vertical Improvements	$2,500,000					
Commercial Bldg. in front of Planet Fitness	$3,500,000	$0	$0	$0	$3,500,000	$0
- Acquisition - $0. PSF	$0				$0	
- Parking Lot Improvements	$500,000				$500,000	
- Vertical Improvements	$3,000,000				$3,000,000	
Commercial Buildings on Lots 12 & 13	$15,000,000	$15,000,000	$0	$0	$0	$0
- Acquisition - $0. PSF	$0					
- Parking Lot Improvements	$3,000,000					
- Vertical Improvements	$12,000,000					
Red Hot Blue Improvements	$3,500,000	$0	$0	$0	$3,500,000	$0
- Acquisition - $0. PSF	$0					
- Parking Lot Improvements	$500,000				$500,000	
- Vertical Improvements	$2,500,000				$2,500,000	
- Furniture Fixtures Equipment	$500,000				$500,000	
Total Cost - Building Construction and Enhancements	**$228,999,840**	$117,575,000	$27,125,000	$2,750,000	$19,050,000	$62,499,840
Environmental Cleanup / Remediation (see environmental budget tab for additional details)	**$1,901,100**			$860,550	$860,550	
Public Improvements (on & offsite) - (see OWN - Estimate Tab for additional details)	**$14,049,903**				$14,049,903	
Soft Costs						
Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$6,500,000	$0	$3,250,000		$3,250,000	
Commissions & Marketing	$2,500,000	$2,500,000				
Financing Costs (Interest Carry/Closing/Fees/Other)	$20,000,000	$20,000,000				
Development Fee	$5,000,000	$0	$2,500,000		$2,500,000	
Contingency and Misc. fees	$8,000,000	$200,000	$5,000,000		$2,800,000	
Travel	$300,000	$150,000	$150,000			
Total Soft Costs	**$42,300,000**	$22,850,000	$10,900,000		$8,550,000	
Total Development Costs	**$307,210,843**	**$147,175,000**	**$38,025,000**	**$4,730,550**	**$54,880,453**	**$62,499,840**
Percentage s to Total Development Cost by Category		47.89%	12.37%	1.54%	17.86%	20.34%

(1) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to the Project are deemed Reimbursable Project Costs in addition to any cap on reimbursable amounts established for the Project.

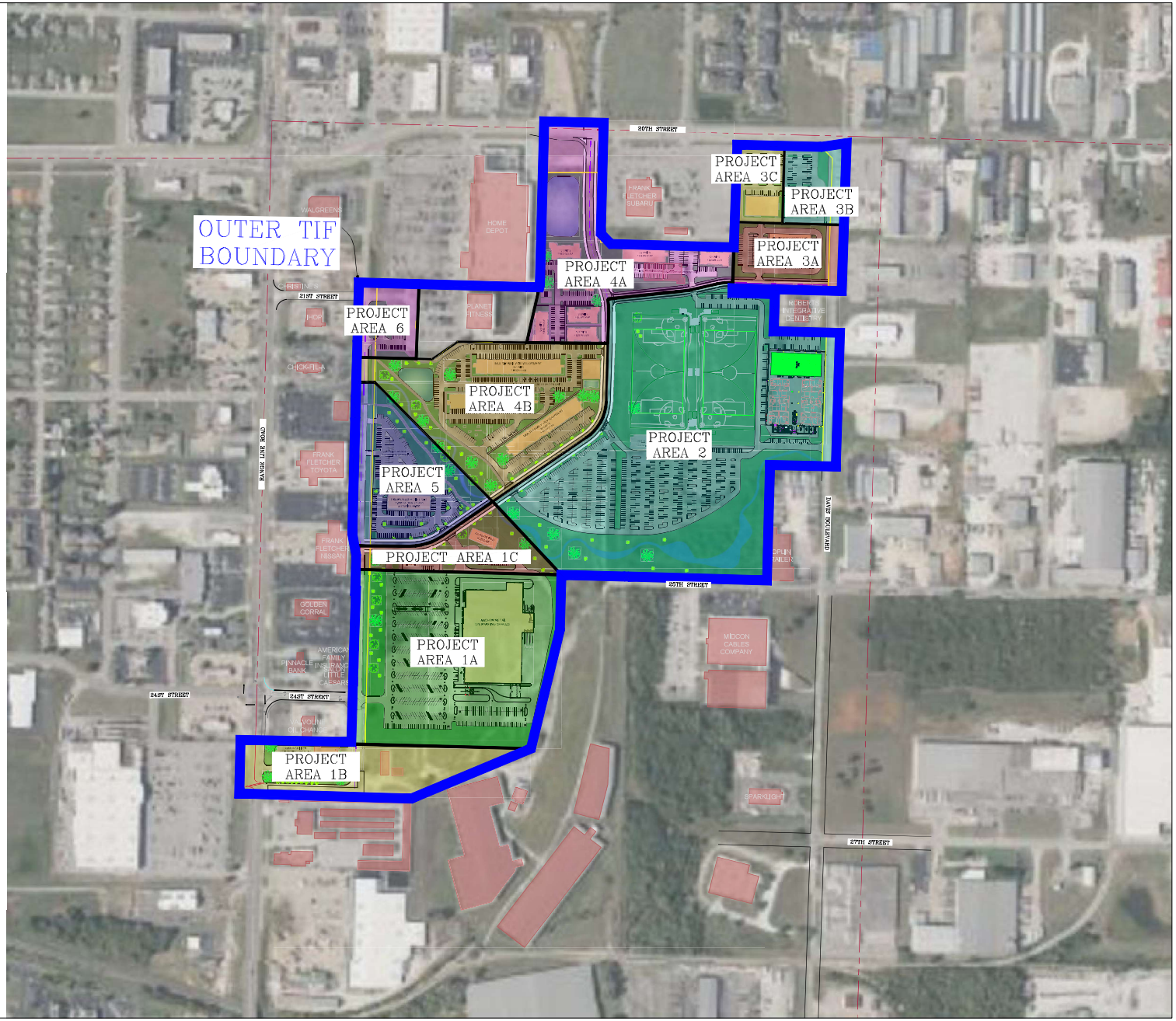
(2) This Development Project Cost Budget is an estimate of the development costs to implement the Project. The amounts set forth in the TIF and CID columns may allocate any cost savings to other line items with reimbursable expenses for cost overruns subject to the terms of the TIF Contract and the CID Cooperative Agreement and shall otherwise only be subject to statutory restrictions for reimbursable costs.

(3) The reimbursable amounts set forth in this Development Project Cost Budget are reasonable best estimates at the time of approval of this budget and it is agreed to and understood that such estimates are subject to change as part of the development process. The reimbursable amounts may be applied to any one or all of the stated line items, irrespective of the costs set forth in this exhibit, up to the maximum reimbursable amount subject to the terms of the TIF Contract and CID Cooperative Agreement.

(4) All certified reimbursable CID (including CID Non-Captured Costs) costs will be subject to a not to exceed 7.0% interest expense from the date of certification until the reimbursement amount is paid in full, all in accordance with the terms of the CID Cooperative Agreement.

(5) All certified reimbursable TIF costs shall be subject to a not to exceed 7% interest expense from the date of certification until the reimbursement amount is paid in full, all in accordance with the terms of the TIF Contract.

(6) Eligible TIF reimbursement amounts will be paid back under the earlier of: (a) TIF maximum reimbursable amount plus not to exceed 7% eligible interest in accordance with the TIF Contract or (b) 20 years. Eligible CID reimbursement amounts will be paid back under the earlier of: (a) CID reimbursable amount plus not to exceed 7.0% eligible interest in accordance with the CID Cooperative Agreement or (b) 27 years.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

TIF BOUNDARY

OWN

Engineering beyond.℠

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

City of Joplin Staff Analysis of Prospect Village
Tax Increment Financing Redevelopment Plan and Projects

Introduction

The City of Joplin has received an application for approval of the Prospect Village Tax Increment Financing Redevelopment Plan (the "TIF Plan") submitted by Prospect Village, LLC (the "Applicant"). The TIF Plan proposes the redevelopment of approximately 89.37 acres of property generally located east of Geneva Avenue and south of 20th Street (the "Redevelopment Area"). Under the TIF Plan, the Redevelopment Area will initially be redeveloped as seven separate Redevelopment Projects including an approximately 135,000 square foot indoor Sports Complex along with 2 adjacent artificial turf outdoor athletic fields. In addition to the Sports Complex, the Plan provides for construction of a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet. After a future amendment to the TIF Plan as noted below, it is anticipated that approximately 375 multifamily housing units will be constructed. Improvements necessary to redevelop the Redevelopment Area also include construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

The Redevelopment Area has significant challenges related to its status as an environmental/super fund site, wetlands, and floodplain issues. The designation by the EPA as a super fund site in the 1990's was due to mining, milling and smelting operations on the property along with wood treatment/creosote operations that had occurred for approximately 150 years. The site also contains numerous abandoned mine shafts from mining operations over 100 years ago that will need to be remediated. A portion of the Redevelopment Area is currently located within a FEMA designated floodplain.

The Plan contemplates separate action by property owners and the City Council to form two community improvement districts that will include the Redevelopment Area. One of these community improvement districts will seek to impose a one percent (1%) sales tax used to fund acquisition and construction of public infrastructure, site mitigation and cleanup, mass grading, property acquisition, demolition and other eligible costs. The second community improvement district will seek to fund land acquisition and construction of the Joplin Sports Complex with a one percent (1%) sales tax. TIF revenue will be used to help fund on-site improvements and professional engineering, architectural, and related development costs associated with the overall redevelopment. The Plan proposes that this will be pay-as-you-go tax increment financing and does not include issuance of any debt in the form of TIF bonds to fund redevelopment project costs.

As noted above, a portion of the property in the Redevelopment Area is currently located within a FEMA designated floodplain. After mass grading for the Redevelopment Area is complete, a large portion of this property will be eligible for removal from the FEMA floodplain maps and available for development. At that time, the Applicant intends to seek an amendment to the TIF Plan to include additional Project Areas tentatively referred to as Project Areas 1C, 3C, 4A and 4B which includes the proposed multifamily apartments planned to be constructed as part of the overall development. Even though it is not currently a part of the TIF Plan, the Applicant has included the multifamily development in all of the Exhibits in order to provide a complete picture of the overall development. None of the floodplain property is currently within a designated Redevelopment Project Area in the TIF Plan.

The TIF Plan identifies the need for public assistance through the adoption of tax increment financing to help eliminate blighted conditions through the funding of the improvements described above and other Redevelopment Project Costs which will ultimately enhance the tax base of the taxing districts within the Redevelopment Area. It is not reasonably anticipated that the Redevelopment Area will be developed through private investment without the use of tax increment financing.

State law in Sections 99.800 through 99.865 RSMo (the "TIF Act") provides for the allocation of 100% of the incremental increase in real property taxes generated by the property in the form of payments in lieu of taxes (PILOTS) and 50% of the incremental increase in economic activity taxes (EATS) generated by the property to help fund a portion of the Redevelopment Project Costs. The TIF Plan provides for use of TIF revenues to reimburse the Applicant for eligible Redevelopment Project Costs associated with the Redevelopment Projects until the costs for each Redevelopment Project have been paid or for 20 years from the date of activation of each Redevelopment Project, whichever occurs first. Upon completion of this TIF Plan, and the payment of all eligible reimbursable Redevelopment Project Costs as provided in the TIF Plan, all tax revenue from the Redevelopment Area will be paid to all taxing entities within the area as prescribed by law.

Review Process of the TIF Application

The TIF Commission has adopted procedures for the submission of applications in accordance with the TIF Act that sets forth a process whereby a draft application was submitted to and reviewed by the City staff. The Applicant then submitted a TIF Plan which the City staff reviewed and determined to be complete. In addition, the Applicant entered into a funding agreement with the City to pay for costs incurred by the City to complete the review process. Once the City staff received and reviewed the TIF Plan and determined it was in conformance with applicable City policies and requirements, on behalf of the TIF Commission, the statutorily required 45 day notice of the TIF Commission public hearing was sent to the affected taxing jurisdictions and statutorily required notices were published in the newspaper and mailed to affected property owners. Between the date on which the notice of public hearing was mailed and the public hearing date, proposals were solicited for alternative proposals from other developers to develop the property at issue, as required by the TIF Act. No alternative proposals were received.

As part of City staff's due diligence in reviewing the proposed TIF Plan, the City retained Baker Tilly, a consulting firm that specializes in assisting governmental entities on real estate and economic development projects, to conduct an independent analysis of the financial feasibility of the TIF Plan. The City also retained the services of special counsel Williams & Campo, P.C., to assist in the legal review of the application and process.

In order for the TIF Plan to be adopted, the TIF Act requires that the City Council make the following six findings:

1. The development area on the whole is a blighted area, a conservation area, or an economic development area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the development area or project pursuant to this

subdivision and an affidavit, signed by the developer or developers and submitted with the development plan, attesting that the provisions of this subdivision have been met;

2. The development plan conforms to the comprehensive plan for the development of the municipality as a whole;

3. The estimated dates, which shall not exceed more than twenty-three years from the adoption of the ordinance approving a development project within a development project area, of completion of any development project and retirement of obligations incurred to finance development project costs have been stated, provided that no ordinance approving a development project shall be adopted later than ten years from the adoption of the ordinance approving the development plan under which such project is authorized and provided that no property for a development project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving such development project;

4. A plan has been developed for relocation assistance for businesses and residences;

5. A cost-benefit analysis showing the economic impact of the TIF Plan on each taxing district which is at least partially within the boundaries of the development area. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the development plan under consideration. The cost-benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in Section 99.820, RSMo to evaluate whether the project as proposed is financially feasible; and

6. A finding that the TIF Plan does not include the initial development or development of any gambling establishment.

FINDING # 1 - The City Council must find that the Redevelopment Area is a blighted area, a conservation area, or an economic development area and *as a whole* has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

Analysis:

Nature of Area

The Applicant is requesting that the Redevelopment Area be designated as a "Blighted Area." The TIF Act defines a "Blighted Area" as:

> An area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

Exhibit 7 of the TIF Plan is a Blight Study that documents the conditions found to be present in the Redevelopment Area and analyzes how those conditions qualify it to be a "Blighted Area" as defined in the TIF Act. This analysis concludes that the Redevelopment Area meets the

requirements for designation as a "Blighted Area" constituting an economic liability and a menace to the public health, safety, morals, or welfare based upon a predominance of the following factors:

- Insanitary or unsafe conditions
- Deterioration of site improvements
- The existence of conditions which endanger life or property by fire and other causes

"But For" Test

Exhibit 8 of the TIF Plan includes an affidavit from the Applicant stating that the Redevelopment Area would not reasonably be anticipated to be developed without the adoption of tax increment financing. In addition, Baker Tilly has completed an independent, detailed analysis of various financial aspects of the TIF Plan including the reasonableness of the development assumptions and the accuracy of calculations used in the TIF Plan. The results of this analysis were provided to the City in a But-For Determination Report dated December 6, 2024, that concludes that the proposed project, without assistance, would not likely be undertaken at this time without the requested assistance.

Percentages of Reimbursable Costs

The City's adopted Policy for the Consideration and Evaluation of Tax Increment Financing Applications (the "Policy") establishes general goals and policies to be used by the City in considering applications for TIF assistance. The Policy establishes as a general goal that TIF assistance for a redevelopment project should typically not exceed 15% of the total project costs. This TIF Plan contemplates local tax increment financing assistance totaling $38,025,000 which represents approximately 12.37% of the anticipated total costs of the Redevelopment Project of $307,310,843. This TIF Plan is consistent with the 15% goal.

Conclusions of Analysis

Exhibit 7 of the TIF Plan concludes that the Redevelopment Area meets the requirements for designation as a "Blighted Area." Based on a review of this information and independent knowledge and observations of the Redevelopment Area, it is the opinion of City staff that the Redevelopment Area qualifies as a "Blighted Area" per the TIF Act.

With regard to the "But For" test, the Applicant has submitted an affidavit stating under oath that without the use of TIF assistance, the proposed project is not economically feasible. Further, in the TIF Plan, the Applicant has articulated a number of factors supporting the conclusion that the Redevelopment Area will not likely be developed as proposed without TIF assistance. In addition, as noted above, Baker Tilly has provided an independent But-For Determination Report that concludes that the project, as proposed, meets the "But For" test. Based on the affidavit submitted by the Applicant, a review of the information included in the TIF Plan, and information provided by Baker Tilly in its But-For Determination Report, City staff believes that the Redevelopment Area on the whole would not be likely to develop and the Redevelopment Projects would not occur as proposed "But For" TIF assistance.

FINDING # 2 - The City Council must find that the TIF Plan conforms to the Comprehensive Land Use Plan for the development of the municipality as a whole.

Analysis:

City staff has provided a letter confirming that the TIF Plan is in compliance with the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin. Therefore, City staff has determined that a finding should be made that this requirement has been met.

FINDING # 3 - The City Council must find that the estimated dates for the completion of projects and retirement of obligations incurred to finance the development do not exceed twenty-three (23) years from the time a redevelopment project is authorized, that no redevelopment project is scheduled to begin more than ten (10) years after the adoption of the TIF Plan, and that no property will be secured by eminent domain later than five (5) years from the adoption of any ordinance approving a redevelopment project.

Analysis:

A review of the TIF Plan indicates that the estimated date for completion of the Redevelopment Projects and retirement of any obligations will not exceed 20 years from the anticipated date of the adoption of the ordinance approving a Redevelopment Project and that this ordinance will be adopted within 10 years. The TIF Plan further states that the Applicant is not requesting that the City issue obligations for the Redevelopment Projects. The Plan notes that Applicant owns or controls all of the necessary real property within the Redevelopment Area to construct the improvements but does not own or control all of the property required to construct the proposed new public street. As a result, it states that the Applicant may request that the City acquire temporary and permanent rights-of-way in the event that the Applicant is unable to do so privately. In accordance with state law, no property for the Redevelopment Project shall be acquired by eminent domain later than five (5) years from adoption of the ordinance approving such Redevelopment Project. Therefore, City staff concludes that sufficient information exists for the City Council to make this finding.

FINDING # 4 - The City Council must find that a plan has been developed for relocation assistance for businesses and residences.

Analysis:

Exhibit 10 of the TIF Plan includes a relocation assistance plan which meets the requirements of the TIF Act.

FINDING # 5 - The City Council must find that the cost-benefit analysis shows the economic impact of the TIF Plan on each taxing district which is at least partially within the boundaries of the development area, that the analysis shows the impact on the economy if the project is not built, as well as if it is built pursuant to the development plan under consideration, that the cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and that there is sufficient information from the developer for the commission to evaluate whether the project as proposed is financially feasible.

Analysis:

A cost-benefit analysis has been included as Exhibit 11 to the TIF Plan showing the economic impact of the TIF Plan on each taxing jurisdiction and political subdivision that is at least partially within the boundaries of the proposed development area. As required by the TIF Act, the analysis includes the impact on the economy if the project is not built or is built in accordance with the TIF Plan.

As noted previously, the City has retained Baker Tilly to review the financial aspects of the TIF Plan including its financial feasibility. After review of the TIF Plan and Baker Tilly's report, City staff believes that with TIF assistance this project is financially feasible.

FINDING # 6 - The City Council must find that the TIF Plan does not include the initial development or development of any gambling establishment.

Analysis:

A review of the TIF Plan indicates that it does **not** include the initial development or development of any gambling establishment, as required by the TIF statute.

CONCLUSION AND RECOMMENDATION

City staff believes that the use of tax increment financing is a necessary component to the development of the Redevelopment Area as contemplated by the TIF Plan. Based on a review of the TIF Plan and the requirements of the TIF Act, City staff believes that there is a sufficient basis to support making each of the required findings.

bakertilly
MUNICIPAL ADVISORS

December 6th, 2024

But-For Determination Report

Prospect Village Development

Joplin, Missouri

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Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

Executive Summary

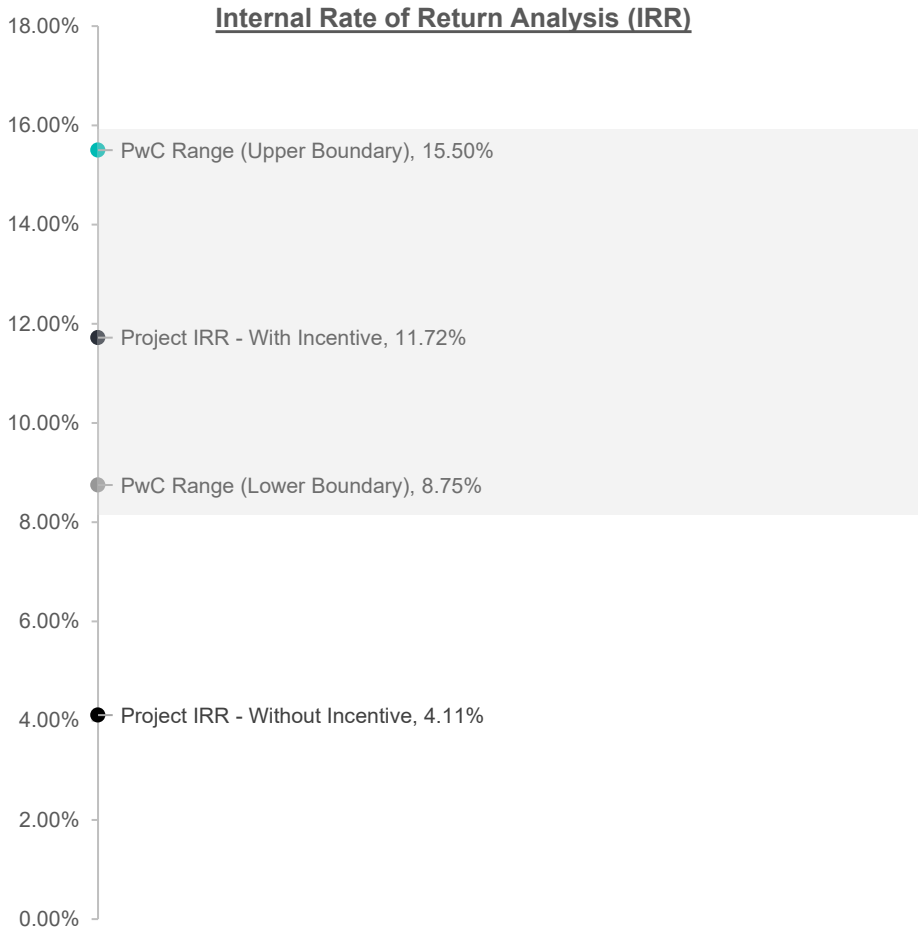
The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to review a request for public financial assistance from Woodsonia Real Estate Inc. ("Applicant"). The Applicant has a proposed a mixed-use development which will cover 70+ acres including a sports complex, an estimated 375 units of multi-family housing, and approximately 30 acres of retail, hospitality, and commercial uses ("Project" or "Prospect Village").

The Applicant has requested public financial assistance for the Project. Specifically, the Applicant seeks reimbursement of eligible Project costs from two 1.0% Community Improvement District ("CID") sales taxes applicable to all retail sales within the CID district as well as funding via tax increment financing ("TIF").

The City seeks to understand whether the Project would reasonably be anticipated to be undertaken in the current market without the requested public financial assistance.

The profitability measurement used to evaluate the need for assistance is the return on investment, termed the internal rate of return ("IRR" or "Return"). To determine the likelihood that the Project would be undertaken without the Incentive, the Applicant's estimated IRR without Incentive is compared to the Return sought by investors in similar projects in the current marketplace.

BTMA reviewed the Applicant's pro forma and the underlying assumptions regarding Project financing, construction costs, and operations. BTMA determined that the proposed Project without the requested Incentive has a forecasted Return that is below the national average benchmark return. The table below lists the estimated IRR compared to the market benchmark returns from the *PWC Real Estate Investor Survey, Third Quarter 2024.*


Internal Rate of Return Analysis (IRR)
18.00%
16.00%
14.00%
12.00%
10.00%
8.00%
6.00%
4.00%
2.00%
0.00%
PwC Range (Upper Boundary), 15.50%
Project IRR - With Incentive, 11.72%
PwC Range (Lower Boundary), 8.75%
Project IRR - Without Incentive, 4.11%

Purpose and Approach

The report that follows is pursuant to Missouri Statutes 99.800 et seq. relative to a determination that the proposed development scenarios within the proposed TIF Redevelopment Plan would not reasonably be anticipated to be developed without the adoption of the Plan. The City seeks to understand whether the Project would reasonably be anticipated to be undertaken without the requested public financial assistance.

BTMA evaluated Project information provided by the Applicant - including Project financing, timing, construction costs, and operations - to measure the Applicant's expected profit relative to Project risks. If it is assumed that the Project is owned and operated as an investment, a measure of return can be calculated considering the time value of money and an assumed sale of the property at an appropriate market price. This analysis is termed the internal rate of return ("IRR" or "Return") and estimates the profitability of an investment. To determine the likelihood that the Project would be undertaken without public assistance, the Applicant's estimated unlevered IRR, without assistance, is compared to the Return sought by investors for like projects in the current marketplace.

The unlevered Return – which assumes the Project is financed entirely with equity and without debt - is utilized to facilitate comparison of the forecasted Project Return to a national investor survey.

Disclosure & Reliance

This Analysis is not an opinion of the likelihood of success of the proposed Project. BTMA has based this analysis upon projections provided by the Applicant. BTMA has completed due diligence to review the Applicant's projections using its institutional knowledge and, where applicable, third-party sources. BTMA utilized the Applicant's projections as provided unless otherwise noted. When BTMA suggests alternative projections or assumptions, the reason and source of the proposed alternatives are described. Projecting outcomes for projects of this nature involves subjective judgment which may or may not prove correct. BTMA makes no representations or warranties, expressed or implied, as to the accuracy of this analysis, and nothing herein is, or shall be relied upon as, a representation or warranty with respect to future result.

The Project

The Applicant is proposing a 80+ acre mixed-use redevelopment of an existing Superfund site to include: i) a multi-use sports complex, ii) a multi-family development totaling approximately 375 housing units, iii) an anchor retail store, iv) a hotel, and v) the improvement and sale of multiple pad sites. The Redevelopment Area consists of 89.37 acres of property generally located east of Geneva Avenue and south of 20th Street.

The Prospect Village development centers around the proposed multi-use sports and event center ("Sports Complex") which will host youth and amateur sports tournaments. The Sports Complex will cover approximately 22 acres and will include both indoor and outdoor facilities. The development aims to capitalize on "sports tourism" to draw an estimated 80,000 to 100,000 out-of-state visitors per year. The complex will feature a 135,000 square foot indoor building including 6 to 8 tournament sized basketball courts and 6 to 8 volleyball courts. The outdoor components feature all synthetic multi-sport turf fields, spectator seating, performance training spaces, team locker rooms and modern concession stand areas.

The multi-family housing, hotel, and anchor retail space are in the conceptual phase. Building design and construction details are currently undetermined. The proposed hotel is three stories, containing 33,000 square feet and 100 rooms. Given its proximity to the Sports Complex, it is assumed that the hotel will be a full-service lodging facility. The Applicant has indicated intent to maintain ownership of the hotel and employ a management firm to oversee day-to-day operations. The anchor retail space will be leased to a tenant on a triple net basis. The anchor retail space will sit on approximately 14.80 acres with 576 parking spaces.

The Applicant's proposal states that the multi-family housing component is designed to accommodate multiple product types for different family sizes and price points with an estimated 375 units constructed over two phases. A community layout is intentionally designed to encourage an active lifestyle, with community space that includes green spaces and walking paths. The residences would also include amenities such as fitness areas, swimming pool, dog park, and community rooms. The Applicant has conveyed to BTMA that the design and features will be similar to their other multi-family development in Joplin – The Boulevard.

The Applicant proposes to manage development of the Sports Complex, which will be owned and operated by the Joplin Sports Complex Community Improvement District. The Applicant will maintain and operate the multi-family developments, the hotel, and will lease the anchor retail space to a tenant. The remaining improved lots will be sold to third parties for commercial development. Pre-construction is expected to begin and continue throughout 2025 with public infrastructure and horizontal improvements being completed in late 2026. Private

improvements and vertical construction are expected to begin midway through 2026 with certificate of occupancy beginning in 2027 through 2032.

Assistance Request

The Applicant requests public financial assistance for the Project. Specifically, the Applicant seeks reimbursement of eligible Project costs from two separate 1.0% Community Improvement District ("CID") sales taxes imposed on retail sales within the CID districts as well as funding through tax increment financing ("TIF"). The Applicant seeks a total value of $160,135,843 in public incentives. An estimated $57,699,840 will be used to fund the acquisition of land and construction of the Sports Complex. The remaining $102,436,003 will be allocated towards other Project expenses as addressed in our evaluation of the Applicant's proposed costs.

CID Sales Tax – The Applicant has proposed two separate CIDs with differentiating boundaries. The CID's 1.0%, up to 27-year sales tax will be applicable to all taxable sales within the proposed boundaries – including the sales of the businesses preexisting to establishment of the CIDs. Proceeds from the Prospect Village CID sales tax will fund public infrastructure, site mitigation and cleanup, horizontal site work, property acquisition, demolition, and other Project costs legally permitted under the CID statute. Revenues from the Joplin Sports Complex CID sales tax will finance land acquisition and construction of the Sports Complex.

TIF Assistance – The Applicant is requesting reimbursement of eligible Project costs through redirection of 100% of the incremental increase in ad valorem property tax revenues ("PILOTS") and 50% of the incremental increase in economic activity (sales) tax revenues ("EATS") collected within a TIF district to include six redevelopment project areas. The TIF redirections will run for up to 20 years per redevelopment project.

The table on the following page shows the Project's total expected cost by category, the amount and percentage of the Applicant's expected private costs, as well as the estimated amount and use for the requested Incentive.

Cost Category	Total Cost	Private Cost	Tax Increment Financing	Prospect Village CID	Joplin Sports Facility CID
Multi-Family Development	$86,500,000	$71,375,000	$11,375,000	$3,750,000	-
Sports Complex Facility	$62,499,840	-	$4,800,000	-	$57,699,840
Softs Costs	$42,300,000	$22,850,000	$10,900,000	$8,550,000	-
Anchor Retail Store	$39,000,000	$15,200,000	$17,500,000	$6,300,000	-
Commercial Lots	$25,000,000	$18,000,000	-	$7,000,000	-
Land Acquisition	$20,000,000	$6,750,000	$1,000,000	$12,250,000	-
Hotel Development	$15,000,000	$12,000,000	$1,000,000	$2,000,000	-
Public Improvements	$14,049,903	-	-	$14,049,903	-
Environmental Cleanup	$1,961,100	-	$980,550	$980,550	-
Fletcher Parking Improvements	$1,000,000	$1,000,000	-	-	-
Total	**$307,310,843**	**$147,175,000**	**$47,555,550**	**$54,880,453**	**$57,499,840**
% of Total		**47.89%**	**15.47%**	**17.86%**	**18.78%**

Return Analysis

The Applicant provided a Project pro forma detailing timing, financing, construction costs, operating revenues and expenditures and assumptions for the requested incentives. Utilizing the baseline pro forma provided by the Applicant, BTMA calculated the return on an unlevered basis to estimate the potential Return with and without the Incentives. The Return realized by the Applicant is a result of the assumptions used in the creation of the operating pro forma. Therefore, several steps must be taken to analyze the reasonableness of the assumptions used.

Step One – Evaluate Project Costs

The first step in analyzing the Return to the Applicant is to determine if the assumed Project costs are reasonable. If the Applicant experiences cost savings, absent any other changes, the Applicant will realize a greater return. Where applicable, BTMA compared estimated project costs to third-party sources to gauge the reasonableness of the Applicant's pro forma assumptions and to consider whether alternative assumptions should be utilized. The Applicant's overall project sources and uses is detailed in the following table. Note that this represents the aggregate total costs of the entire proposed Project which includes the Sports Complex. The construction estimates include improvements to lots but does not account for additional third-party improvements or construction

Expenditures by Type	
Construction and Enhancements	$217,500,000
Total Soft Costs	42,300,000
Property Acquisition	31,499,840
Public Improvements	14,049,903
Environmental Costs	1,961,100
Total	**$307,310,843**

The following sections consider the assumptions for the major expenditure categories.

Environmental Costs

The Applicant is proposing redevelopment of a Super Fund site formerly occupied by International Paper Company. The EPA deemed the area a Super Fund cleanup site in the 1990's due to high concentrations of heavy metals from mining, milling, and smelting operations which were conducted from the 1850's through the 1970's. The International Paper Company site is located on 98 acres at 2609 South Range Line Road. In the early 20th century, the site was primarily used to mine zinc and lead. Wood treatment operations began at the facility in 1937. International Paper acquired the site in 1956 and continued operations until March of 2006.

The site was contaminated by two on-site solid waste landfills used to dispose of treated and untreated wood, as well as assorted metals. The waste products produced were discharged to 11 unlined surface impoundments. These surface

impoundments were used for long-term storage of creosote sludges, recovery of PCP-oil emulsion and tank bottom sediments. Sludges produced from the treatment of wastewater from creosote and/or PCP wood preserving processes are classified as K001 hazardous waste and are regulated under Resource Conservation and Recovery Act, or RCRA.

In addition to the environmental remediation work, the site also contains an existing regulated floodplain and floodway that covers a large portion of the property. The floodplain adds additional complexity to the Project, as storage volume will need to be excavated where possible to reduce the floodplain limit and thereby increase the useable area. The proposed buildings will need to be set sufficiently above the floodplain elevations, and the residential buildings will require additional fill to meet National Flood Insurance program requirements.

Two other significant challenges to developing the site are a 16" diameter gas main which runs through the site and 1.9 acres of wetlands containing a stream that is likely to be considered jurisdictional by the Corps of Engineers. Permits will be required for any impact to over 1/10th of an acre of wetlands or 3/100ths acres of stream.

The total estimated cost and scope of work for the environmental work is as follows:

Environmental Costs	Amount
Soil Removal and Disposal	$1,000,000
Additional Remediation	500,000
Permitting, disposal, VCP or EPA Program Inclusion	250,000
Phase II ESA	148,300
Unknown Conditions	50,000
Phase II Workplan MoDNR	12,800
Total	**$1,961,100**

These cost estimates were prepared by the Applicant's environmental consultants – Environmental Works and Cattails Environmental. The Applicant provided extensive documentation detailing the environmental remediation work necessary for the site. However, the Applicant indicated to BTMA that additional testing would be necessary for the environmental remediation which could lead to higher-than-expected costs, depending on the findings of their environmental consultants.

Acquisition of Land

The Applicant has budgeted approximately $20 million in land acquisition costs for a total of 74.77 acres. The total cost of acquisition for the unimproved land equates to approximately $6.14 per square foot in total. The average price per square foot for each individual parcel is approximately $14.42. Of the total land purchased, 22 acres will be purchased by the Sports Complex CID upon the improvement of the lot and completion of the facility. At 22 acres and an acquisition price of $11,499,840, this equates to a cost of approximately $12.00 per square foot. The Applicant provided their sales contracts to be reviewed by

BTMA to verify the stated acquisition price and budgeted amount. All stated acquisition costs have been verified. Only one parcel has not been reviewed as the Applicant is in final negotiations with the seller and awaiting the results of a traffic study.

BTMA utilized the CoStar platform to review sales of both industrial and retail properties within the Joplin market over the past two years. There are 25 sales within the Joplin market which have available price data. Among those sales in the broader Joplin market, sales per square foot of total land had a median price of $21.43 PSF.

Reviewing sale information for land-only sales along Range Line Road, comparable sales had a median price per square foot of $16.48. We also evaluated industrial and commercial property sales along Range Line Road from the past two years. These property sales include an existing structure and improvements which contribute to an overall higher price per square foot. The sale of these properties ranged between $4.62 and $72.23 per square foot of land with a median price of $21.42 PSF.

Given the expected – and potentially unexpected - environmental remediation and floodplain costs necessary to develop the Project site, as well as the improvements necessary to make the sites pad-ready, the acquisition costs appear appropriately below the current market price.

Public Improvements

BTMA requested the basis for the Applicant's assumptions related to the costs of the public improvements. The Applicant provided sitework, utility, and pavement probable cost estimates with itemized expenses totaling approximately $14,049,903 prepared by OWN Inc., the Applicant's contracted independent civil engineer. OWN Inc. is a local regional firm that operates primarily in the Missouri market but also in Arkansas and Florida. The Applicant indicated to BTMA that the public improvements costs could be significantly lower than expected, but this will depend upon the findings of their traffic study which is a work in progress.

Soft Costs

The Applicant's soft costs represent 13.76% of the Project uses. Financing costs are assumed at $20 million. The remaining softs costs are comprised of professional services ($6.5 million), the Applicant's developer fee ($5 million), commissions and marketing ($2.5 million), contingency ($8 million), and travel expenses ($300,000). The Applicant provided a detailed narrative of their soft costs which outlines the expenditure of the funds. With the exception of the developer fee, these costs represent payment to third party consultants, engineers, and other professional service providers.

The Applicant has proposed a $5 million developer fee which will be paid to the Applicant for the overseeing the Project. Generally, the developer fee will cover expenses related to overhead with some margin of profit. However, the exact amount of profit relative to cost was not disclosed to BTMA. The Applicant's Developer Fee is roughly 1.63% of the total estimated Project cost. The Applicant's proposed developer fee is below the typical industry range of 2% to

5%. While we recognize that this fee is paid to the Applicant for developing the Project, it is not incorporated into the return analysis.

Sports Complex

The Applicant proposes that the Sports Complex be funded entirely from Joplin Sports Complex CID sales tax revenues. Upon completion of the Sports Complex, the Joplin Sports Facility Community Improvement District will own and operate the facility. As the Applicant will not own and operate the sports complex as an investment, the sports complex is excluded from the IRR calculation. It is noted, however, that the Applicant will be compensated for managing development of the Sports Complex through a Project Management fee, which is estimated to be $2.6 million or 6.28% of the estimated construction costs. The Applicant has retained Pinnacle Indoor Sports ("Pinnacle") to help oversee and manage the technical aspects of the Project such as facility programming, layout, and furniture, fixture and equipment selection. The Project Management fee will cover the Applicant's cost to manage Complex construction and the cost of retaining Pinnacle with some margin of profit. However, the exact amount of profit relative to cost was not disclosed to BTMA.

The Applicant indicated to BTMA that the Sports Complex CID purchase price for the land would be approximately $11,499,840 or $12 per square foot – pending the results of an independent, third-party appraisal. As this will be a source of profit for the Applicant (compared to the Applicant's acquisition cost of $6.14 PSF), the land sale is the only aspect of the soccer complex which is included in the Applicant's return for the purpose of the But-For analysis.

Multi-Family Development

The Applicant's estimated cost of the multi-family development is detailed in the following table.

	Total Cost	$ Per Square Foot
Vertical Construction	$75,000,000	$165.05
Parking Lot Improvements	$5,500,000	$12.10
Amenity Package	$6,000,000	$13.20
Total	**$86,500,000**	**$190.36**

The Applicant assumed $200,000 cost per unit. The apartments are expected to have roughly 346,857 square feet available for rent. Gross square footage, which includes common areas, is estimated to be 454,406 square feet. This would equate to roughly $190.36 per square foot in total costs and $165.05 in vertical construction costs.

To provide a cost comparison, recognizing that design of the multi-family units are not yet finalized, BTMA used RSMeans Data from Gordian to estimate the cost of constructing a new multi-family development in the Joplin submarket. RSMeans data provides accurate and regularly updated construction cost estimates which can be used as a reference point to verify the reasonableness of the Applicant's estimated costs.

Given the estimated rents proposed by the Applicant, we are assuming a 4- or 5-star type building – what is typically considered a luxury building. The Applicant's other Joplin multi-family development – The Boulevard - is currently rated a 4-star building by CoStar. The Applicant indicated the new development will be similar in construction to The Boulevard.

The cost of constructing a 22,500 square foot, 1-3 story fiber cement / wood frame multi-family building in the Joplin submarket can range between $165.74 and $172.86, depending on contractor and architect fees as a percentage of Project costs. Given that the Project is in the preliminary design stage and the estimate is near the lower boundary of the reported average in the Joplin market for a multi-family building as described above, the Applicant's assumptions for the cost of vertical improvements appear to be reasonable.

Hotel Development

The Applicant's revised site plan proposes a three story, 33,000 square foot hotel with 100 rooms. The forecasted cost of the hotel is approximately $13 million for vertical construction and $2 million for parking lot improvements.

Assuming a building size of 33,000 square feet and vertical improvement cost of $13 million yields an estimated per square foot cost of $393.94. BTMA utilized the RSMeans Data to estimate the cost of constructing a hotel development in Joplin. As the specific hotel construction method and materials are not yet known, we assumed characteristics expected of a tourist destination hotel of the approximate size described by the Applicant. Our estimates are based on a building constructed with either E.I.F.S and reinforced concrete or brick veneer and reinforced concrete. We also assumed two 3,500-pound capacity elevators. These materials are assumed for the purpose of providing an illustrative lower and upper boundary for the construction cost of the development.

Per the estimates provided by RSMeans, as of the third quarter of 2024 and utilizing the assumptions described above, the cost per square foot to construct the hotel range between $242.05 and $418.65. The Applicant's estimate of $393.94 falls within the RSMeans range and is, therefore, considered reasonable.

Anchor Retail Store

The Applicant's budget for construction of the to be leased anchor retail store is as follows. Note that the costs are broken down to reflect the per square foot price of constructing the commercial space (125,000 square feet) and the total square feet of the lot (519,688).

	Total Cost	$ Per Square Foot
Vertical Improvements	$25,000,000	$200.00
Furniture, Fixtures & Equipment	$6,000,000	$48.00
Total	**$31,000,000**	**$248.00**
	Total Cost	**$ Per Square Foot**
Parking Lot Improvements	$4,000,000	$7.70
Purchase of Parking Lot Area	$4,000,000	$7.70
Total	**$8,000,000**	**$15.39**

While the tenant of the anchor retail space is not yet known, a grocery store is used as the assumed tenant for illustrative purposes only. Per the estimates provided by RSMeans as of the third quarter of 2024, the cost per square foot to construct a 125,000 square foot supermarket ranges between $155 and $197, depending on whether a basement is included. Building additives such as the number of lanes, scanners, and refrigeration can have a significant impact on the overall cost. Our estimates are based on a building of 125,000 square feet in size with brick veneer and reinforced concrete. Based on the information available at this stage in the Project, $200 per square foot in vertical costs would be near the range estimated by RSMeans and is therefore considered reasonable.

Commercial Development

The final component of the Project will be the sale of what the Applicant has described as "improved lots" to third parties. These will be pad ready sites with utilities and parking improvements which will then be sold to third parties. The Applicant indicated that the assumptions for the improved lots were based on the probable cost estimates of their contracted engineering firm. The total budget for these lots is detailed below. The estimates for lots 3 and 4 as well as 12 and 13 were grouped together in the Applicant's budget. It is assumed that the costs will be distributed evenly across the two lots.

	Site Preparation	Parking Lot Improvements
Lot 3 & 4	$2,500,000	$500,000
Lot 7	$3,000,000	$500,000
Lots 12 & 13	$12,000,000	$3,000,000
Red Hot Blue Improvements	$3,000,000	$500,000
Total	**$20,500,000**	**$4,500,000**

Step Two – Evaluate Project Revenues

The second step in calculating the Return to the Applicant is to determine if the assumed Project operating revenues are reasonable. The Project will generate revenue from multi-family rentals, hotel operations, anchor retail building leasing, and improved lot sales. The Applicant forecasts that the multi-family units will generate annual net operating income of $4,884,000 after stabilization. The hotel development is estimated to generate $2,628,000 in annual net income. The Applicant estimates anchor retail store lease payments of $3,125,000 annually, or $25.00 per square foot. Improved lot sale gross revenue is estimated at $8.1 million.

To evaluate whether the Applicant's revenue estimates are reasonable, BTMA used the CoStar platform to evaluate rents and land sales within the Joplin market for comparable development.

Multi-Family Rents

The Applicant assumes rental of 375 units at an average unit size of 925 square feet for approximately $1,692 per month, or $1.83 per square foot. At this level, the proposed rents would be among the highest in the Joplin market. Rents at the Applicant's other multi-family units in Joplin are approximately $1.45 per square foot. Among the 4- and 5-star multi-family buildings in Joplin, the average asking

rent per square foot is approximately $1.25 per square foot. The Applicant has assumed a 6.0% vacancy rate after stabilization, which is in line with the average historical vacancy rate among 4- and 5-star buildings in Joplin. While these rents would be high compared to the Joplin market, there is likely to be a premium which can be charged given the proximity to the anticipated Prospect Village amenities. Considering the location's proximity to planned Prospect Village amenities and the surrounding commercial area, the proposed rents as described by the Applicant are considered reasonable.

Hotel Development

The Applicant has assumed an average daily rate (ADR) of $180 per night with assumed average daily vacancy of 30%. The assumed operating expense ratio is 30%. This would equate to an estimated revenue per available room (RevPar) of $126.

To determine whether the Applicant's expectations for hotel revenues are reasonable, BTMA reviewed available data for CoStar's Missouri South hospitality market. We specifically reviewed upscale hotels given that this is expected to service the tournaments hosted at the Sports Complex.

According to the data available from CoStar for their Missouri South Region, the ADR for this market is $110 per room. Among upscale hotels, the ADR is approximately $165.90 with average occupancy of 71.9%, resulting in average revenue per available room (RevPar) of $119.24. The Applicant's assumed RevPar of $126.00 is higher than the $119.24 realized by upscale hotels in the region. It appears that the Applicant's hotel revenue assumptions are somewhat aggressive relative to the region. The Applicant may be relying on demand generated by the Sports Complex to realize greater revenues than like hotels in the region.

Anchor Retail

The Applicant has assumed that the anchor retail store can be leased at approximately $25 per square foot. To verify the Applicant's assumption, BTMA reviewed the Joplin retail market data available from CoStar. The overall year-to-date estimated market rent for retail space in Joplin is approximately $12.06 per square foot. This is a large development which is expected to add approximately 135,000 square feet of retail space. There are very few sites within the Joplin market of a similar size, which limits the comparative lease data available. Given the size and location of the building within the planned Prospect Village development, the anchor site may command a rental premium.

Improved Lot Sales

The Applicant assumes that the improved lots are sold for approximately $15.00 per square foot except for the parcel located at 2601 South Range Line Road (formerly the Red Hot & Blue restaurant) which is assumed to sell at a per square foot price of $61.06. The Applicant indicated that the $15 per square foot represents a conservative estimate for the lots not located directly on Range Line Road, which they would consider second-tier sites.

	Estimated Sale Price	$ Per Square Foot
Lot 3 (.51 acres)	$333,234	$15.00
Lot 4 (.95 acres)	$620,730	$15.00
Lot 12 (1.67 acres)	$1,091,178	$15.00
Lots 13 (1.67 acres)	$1,091,178	$15.00
Red Hot & Blue (1.88 acres)	$5,000,000	$61.06
Total	**$8,136,320**	**$249.37**

As discussed in the acquisition cost section of this analysis, comparable land sales had a median price per square foot of approximately $16.48. Among the recent industrial and commercial property sales along Range Line Road, sale prices stretched between $4.62 and $72.23 per square foot of land with a median price of $21.42. It should be noted that these industrial and commercial property sales include improved lots with vertical structures which contributes to a higher price per square foot.

While the available market data provides a limited number of comps, it appears that the per square foot prices for the remaining real estate proposed by the Applicant would be potentially below the market clearing price in the area. BTMA evaluated the sensitivity of the land sale's impact on the Applicant's return, and whether an adjustment to the Applicant's pro forma may be appropriate to better reflect their estimated return. Our analysis indicates that the land sales are a low sensitivity variable, and the Applicant would have to realize a PSF significantly above the market clearing price to have a material impact on the return; therefore, we believe that no adjustment is necessary.

Step Three – Evaluate Hypothetical Sale Assumptions:
The third step in analyzing the return to the Applicant is to determine the value of a hypothetical sale of the asset in the tenth (final) year of the operating pro forma. The determination of the potential market value of the project, through a hypothetical sale, is necessary as it allows for the inclusion of the value of the asset in the rate of return calculation. The calculation of an IRR without the hypothetical sale would result in an understated return. The assumption of a hypothetical sale should not be interpreted to convey that the Applicant intends to sell elements of the project proposed for ownership and operation at the assumed or any other date.

The critical assumption when valuing the asset at the time of the hypothetical sale is the capitalization rate. The estimated net operating income is divided by the capitalization rate, which results in the assumed fair market value of the asset. The capitalization rate is intended to represent the yield of an investment over one year and is also a useful measure of risk. The Applicant has assumed capitalization rates of 5.75% for the multi-family units, 6.00% for the hotel, and 5.50% for the anchor store.

BTMA compared the forecasted Project Returns and the proposed capitalization rates to a third-party reference, the *PwC Real Estate Investor Survey, Third*

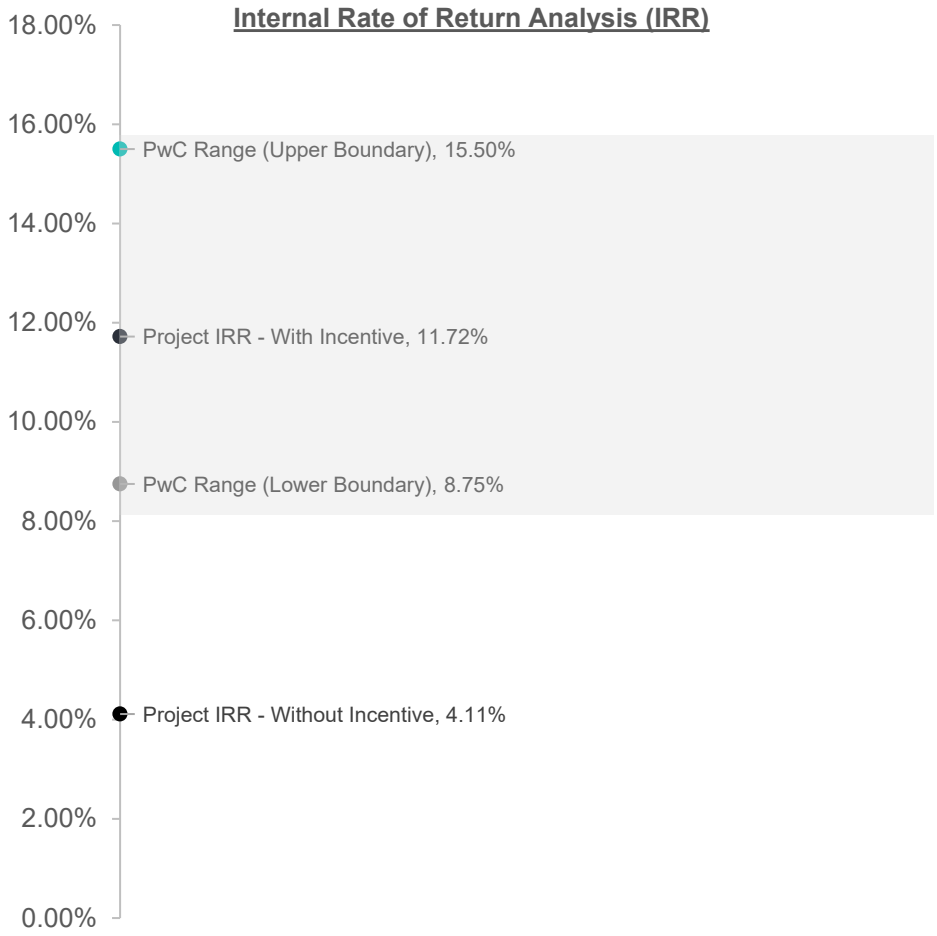
Quarter 2024, a national survey which publishes data on the commercial real estate marketplace sampled from active investors. BTMA referenced the PwC survey to assess whether the Project would proceed (on an unlevered basis) without the requested Incentive. The reported IRR and the cap rates from the PWC Survey for the corresponding type of development, as proposed in the Project description, are as follows.

	PWC Unlevered IRR			
Class	Low	Average	High	CAP Rate Range
Multi-Family	6.00%	7.25%	9.00%	4.0-7.5%
Net Lease	6.00%	8.00%	11.00%	6.25-9.0%
Hotel	9.00%	10.55%	12.00%	6.0-10.50%
Land Sales	14.00%	19.13%	30.00%	NA
Blended Return	8.75%	11.23%	15.50%	

The average national average capitalization rates from the PwC Survey were 5.38% for multi-family development, 8.65% for full-service lodging, and 7.51% for net leases[1]. The Applicant's capitalization rate assumptions fall within the ranges reported by the PWC survey and, therefore, appear reasonable.

The blended unlevered IRR calculation for the Project with and without incentives are presented in the visual below.

[1] A lease in which the landlord passes all expenses on to the tenant. As an investment, an income-producing property leased, often for 20 years or longer, to a national creditworthy tenant.



Conclusion

Our analysis indicates that without the requested public Incentive – the Project would not likely proceed in the current market but-for the requested incentive. It should be recognized that the Project includes risks associated with environmental remediation, which are in addition to the normal risks associated with commercial development, and not reflected in the *PWC Survey* range. The environmental remediation risk underscores the unlikeliness that the Project would be undertaken at the estimated IRR without incentive of 4.11%.

Appendix – Data Sources

CoStar Group www.costar.com

CoStar Group (NASDAQ: CSGP) is a leading global provider of commercial and residential real estate information, analytics, and online marketplaces. Included in the S&P 500 Index and the NASDAQ 100, CoStar has provided data and information services for over 37 years to the commercial real estate market. The platform allows access to a comprehensive inventory of over 7 million properties, twenty million lease and sale comparables, and 8.3 million commercial tenants.

PwC Investor Survey www.**pwc.com**

The PwC Investor Survey is a trusted source of research and investment criteria. For over 35 years, the PWC Investor Survey has provided data and insights for commercial real estate investors. The PwC Investor Survey includes regional and national data for investor expectations concerning commercial real estate and is published on a quarterly basis. Survey participants represent a cross-section of major institutional equity real estate investors who invest primarily in institutional-grade property. Survey results are intended to be interpreted as expectations and does not reflect actual property performance.

RS Means **www.rsmeans.com**

Gordian is a leading provider of facility and construction cost data, software and services for all phases of the building lifecycle. A pioneer of Job Order Contracting (JOC), Gordian's offerings also include proprietary RSMeans Data and facility intelligence solutions. The RS Means square foot estimator uses a predictive pricing model based on national, regional, and local data for a variety of commercial real estate developments.

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-502 – Approving Redevelopment Project 1A of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-502 Ordinance; TIF MAP with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 1A of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 1A of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-502 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 1A of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1A included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1A legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as “Redevelopment Project 1A”). Redevelopment Project 1A includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1A. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1A exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1A, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1A by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1A shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1A, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1A over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

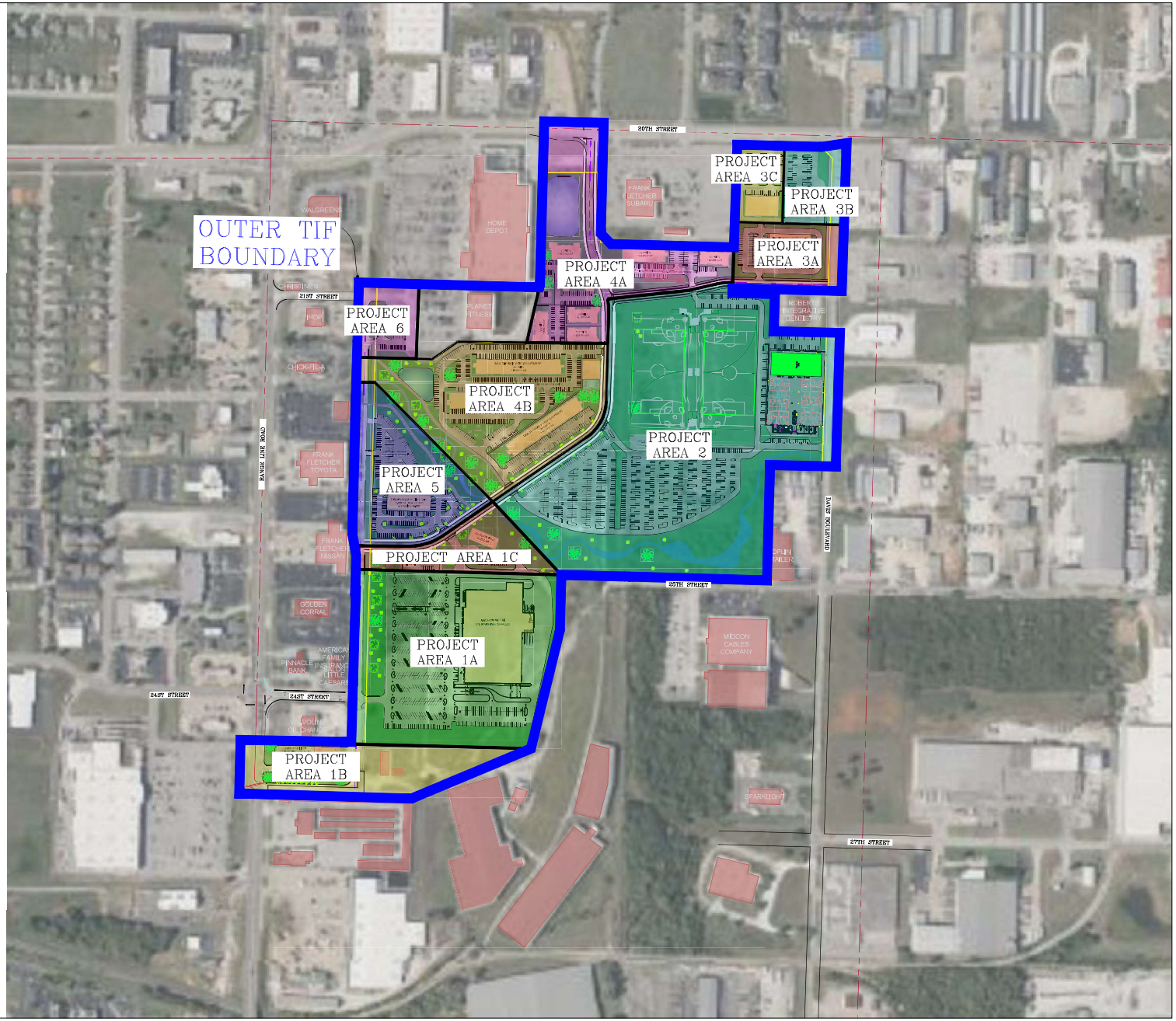
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 1A

ALL THAT PART OF THE FRACTIONAL WEST HALF OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28’37” EAST,479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30’53” WEST, 1292.77 FEET; THENCE SOUTH 01°30’18” WEST 664.07 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°27’45” EAST, 343.88 FEET; THENCE SOUTH 02°39’38” EAST, 46.12 FEET; THENCE SOUTH 64°56’12” EAST, 143.19 FEET; THENCE SOUTH 85°35’57” EAST, 363.52 FEET; THENCE SOUTH 01°31’17” WEST, 121.31 FEET; THENCE SOUTH 13°47’00” WEST, 535.00 FEET; THENCE NORTH 88°30’00” WEST, 727.74 FEET; THENCE NORTH 01°30’18” EAST, 765.93 FEET TO THE POINT OF BEGINNING. CONTAINING 12.95 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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Joplin, MO 64801
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weareown.com

FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-503 – Approving Redevelopment Project 1B of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-503 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 1B of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 1B of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-503 **ORDINANCE NO. _____**

AN ORDINANCE approving Redevelopment Project 1B of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 1B included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 1B legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as “Redevelopment Project 1B”). Redevelopment Project 1B includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 1B. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 1B exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 1B, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 1B by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 1B shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 1B, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 1B over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

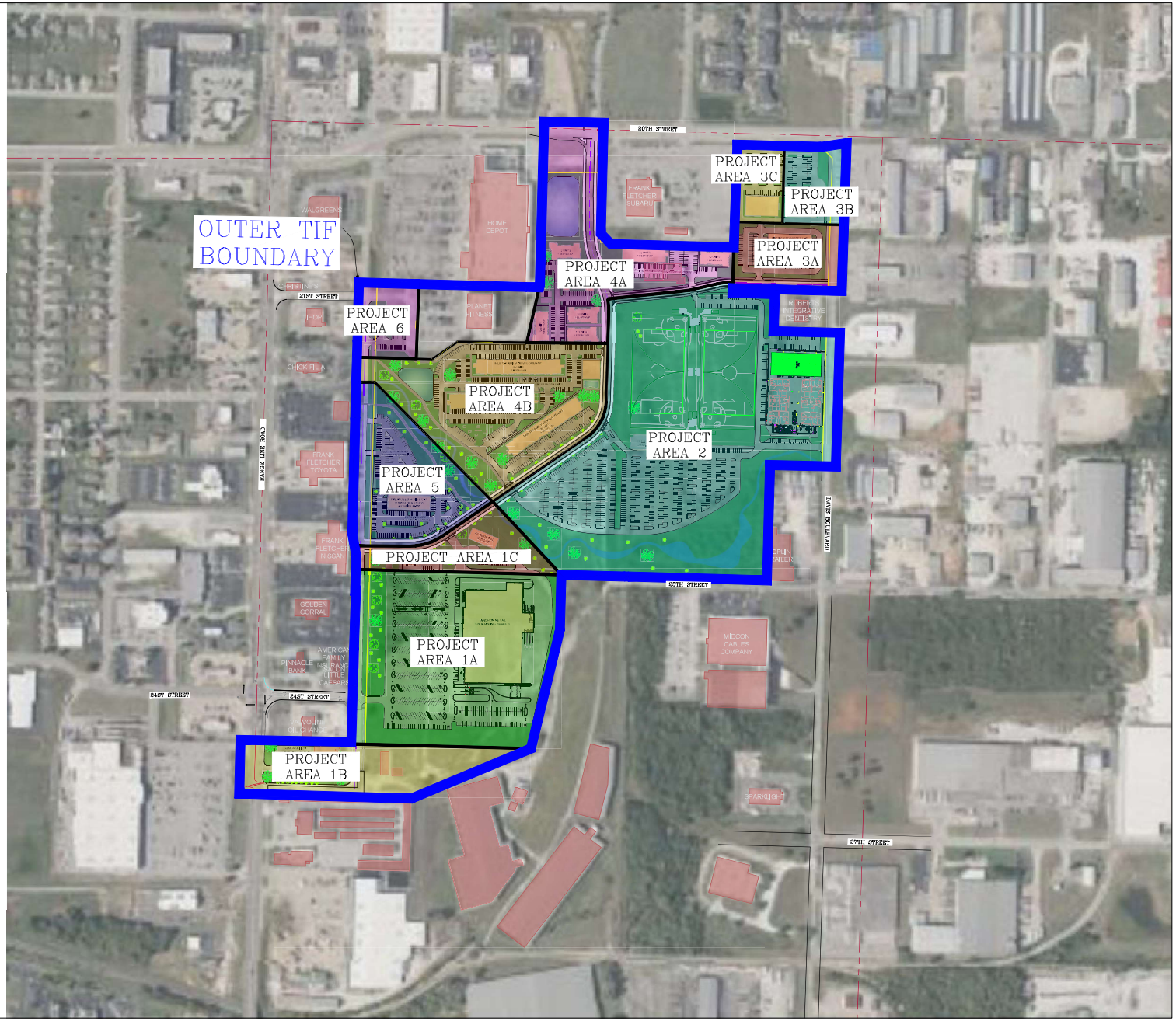
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 1B

ALL THAT PART OF THE FRACTIONAL SOUTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 1292.77 FEET; THENCE SOUTH 01°30'18" WEST 1430.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°30'00" EAST, 727.74 FEET; THENCE SOUTH 67°20'48" WEST, 568.09 FEET; THENCE NORTH 88°17'14" WEST, 629.68 FEET; THENCE NORTH 01°42'45" EAST, 113.03 FEET; THENCE SOUTH 88°19'06" EAST. 354.33 FEET; THENCE SOUTH 01°39'15" WEST, 6.73 FEET; THENCE SOUTH 88°30'00" EAST, 60.48 FEET TO THE POINT OF BEGINNING. CONTAINING 4.76 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-504 – Approving Redevelopment Project 2 of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-504 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 2 of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 2 of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-504 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 2 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 2 included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 2 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 2"). Redevelopment Project 2 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 2. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 2 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 2, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 2 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 2 shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 2, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 2 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

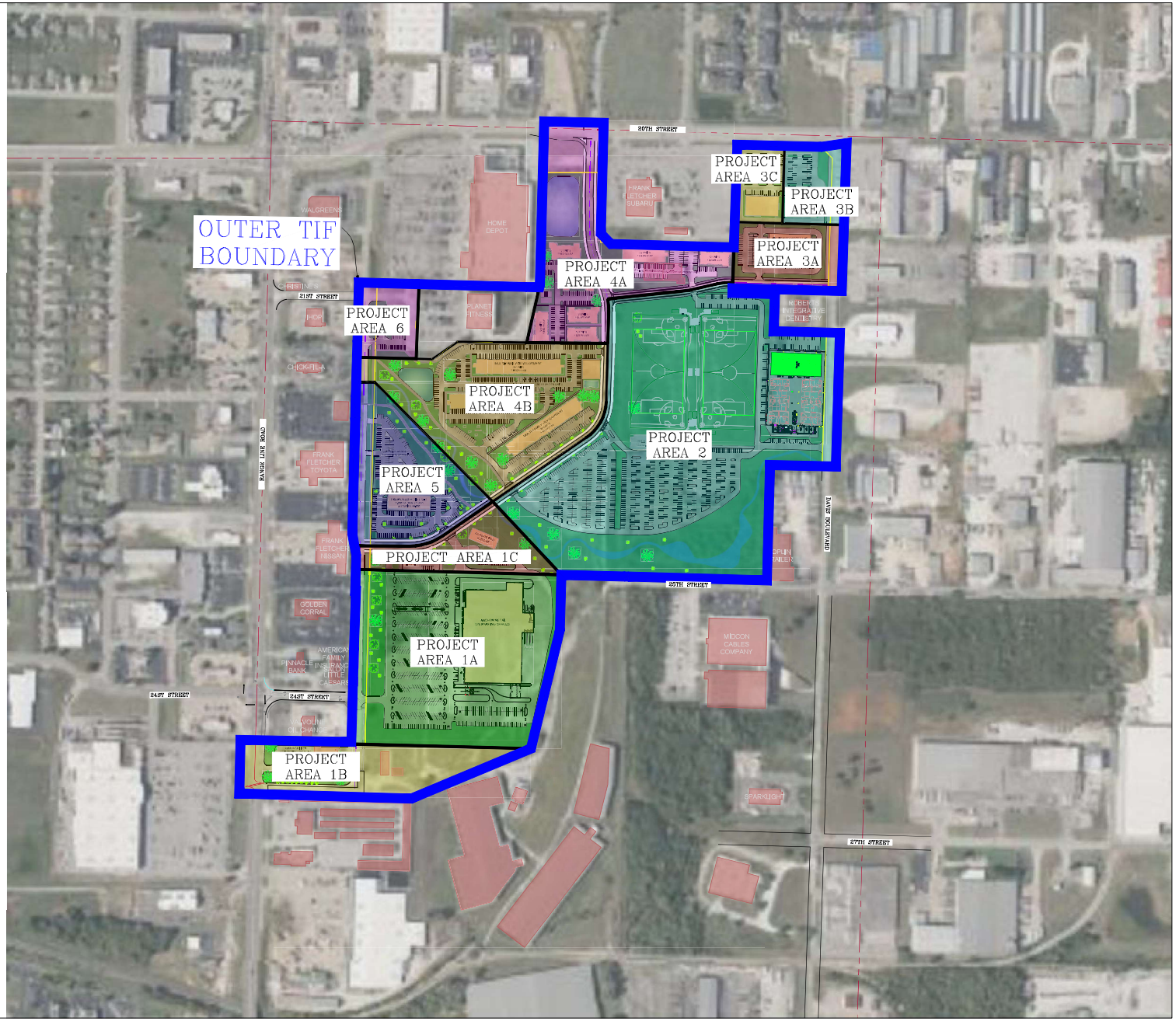
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 2

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°57'13" WEST, 50.01 FEET; THENCE SOUTH 88°28'37" EAST, 368.31 FEET; THENCE SOUTH 43°22'41" EAST, 70.51 FEET; THENCE SOUTH 01°55'36" WEST, 362.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°55'36" WEST, 873.18 FEET; THENCE SOUTH 81°32'41" WEST, 158.44 FEET; THENCE SOUTH 59°53'55" WEST, 109.56 FEET; THENCE SOUTH 52°36'45" WEST,142.93 FEET; THENCE SOUTH 00°43'10" EAST, 56.61 FEET; THENCE SOUTH 51°08'00" WEST, 67.87 FEET; THENCE SOUTH 83°21'39" WEST, 162.03 FEET; THENCE NORTH 62°58'10" WEST, 47.15 FEET; THENCE NORTH 01°57'50" WEST, 108.52 FEET; THENCE NORTH 56°33'35" EAST, 62.32 FEET; THENCE NORTH 29°18'01" EAST, 34.45 FEET; THENCE NORTH 75°24'14" WEST, 174.63 FEET; THENCE NORTH 87°27'23" WEST, 158.97 FEET; THENCE NORTH 01°26'52" EAST, 486.87 FEET; THENCE NORTH 55°34'29" WEST, 48.57 FEET; THENCE NORTH 81°07'38" EAST, 81.55 FEET; THENCE NORTH 02°53'21" EAST, 58.94 FEET; THENCE NORTH 22°10'34" WEST, 33.35 FEET; THENCE NORTH 44°26'57" WEST, 19.32 FEET; THENCE NORTH 22°41'26" EAST, 12.98 FEET; THENCE NORTH 84°11'47" EAST, 241.23 FEET; THENCE 57.43 FEET ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 365.30 FEET, A CHORD DIRECTION OF NORTH 78°32'35" EAST, A CHORD DISTANCE OF 57.37 FEET; THENCE NORTH 77°46'13" EAST, 133.66 FEET; THENCE 165.88 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 125.01 FEET, A CHORD DIRECTION OF NORTH 39°45'21" EAST, A CHORD DISTANCE OF 153.98 FEET; THENCE NORTH 03°04'18" WEST, 23.95 FEET; THENCE 116.86 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 78.70 FEET, A CHORD DIRECTION OF NORTH 47°52'37" EAST, A CHORD DISTANCE OF 106.41 FEET; THENCE SOUTH 88°28'37" EAST, 263.49 FEET; THENCE SOUTH 76°12'41" EAST, 11.44 FEET TO THE POINT OF BEGINNING. CONTAINING 17.09 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-505 – Approving Redevelopment Project 3A of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-505 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 3A of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 3A of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-505 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 3A of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 3A included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 3A legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as “Redevelopment Project 3A”). Redevelopment Project 3A includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 3A. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 3A exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 3A, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 3A by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 3A shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 3A, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 3A over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

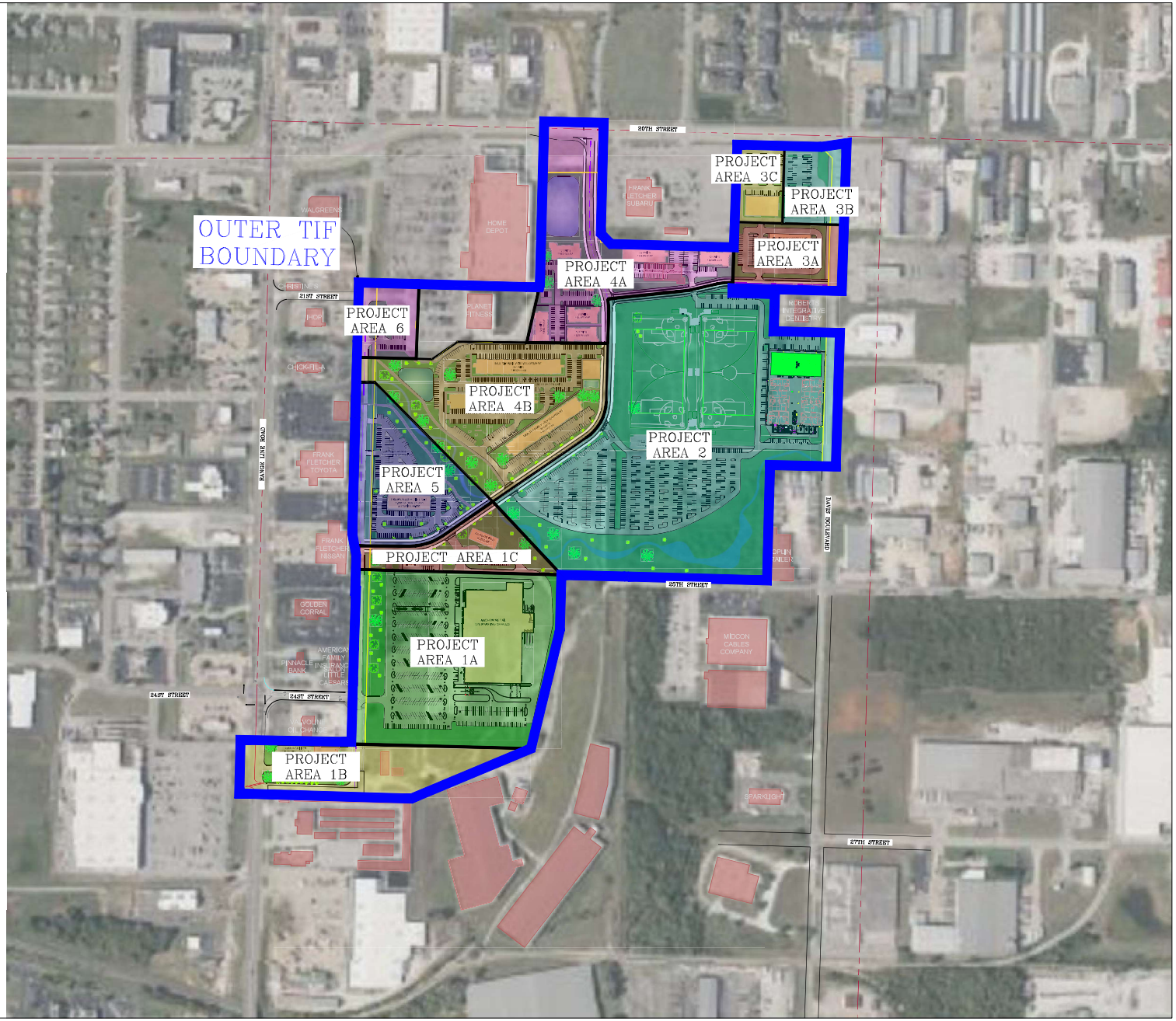
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 3A

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55'36" WEST, 50.01 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°28'37" EAST, 206.54 FEET; THENCE SOUTH 01°31'23" WEST, 349.99 FEET; THENCE NORTH 88°28'37" WEST, 209.01 FEET; THENCE NORTH 01°55'36" EAST, 350.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.67 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-506 – Approving Redevelopment Project 3B of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-506 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 3B of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 3B of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-506 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 3B of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 3B included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 3B legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as “Redevelopment Project 3B”). Redevelopment Project 3B includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 3B. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 3B exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 3B, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 3B by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 3B shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 3B, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 3B over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

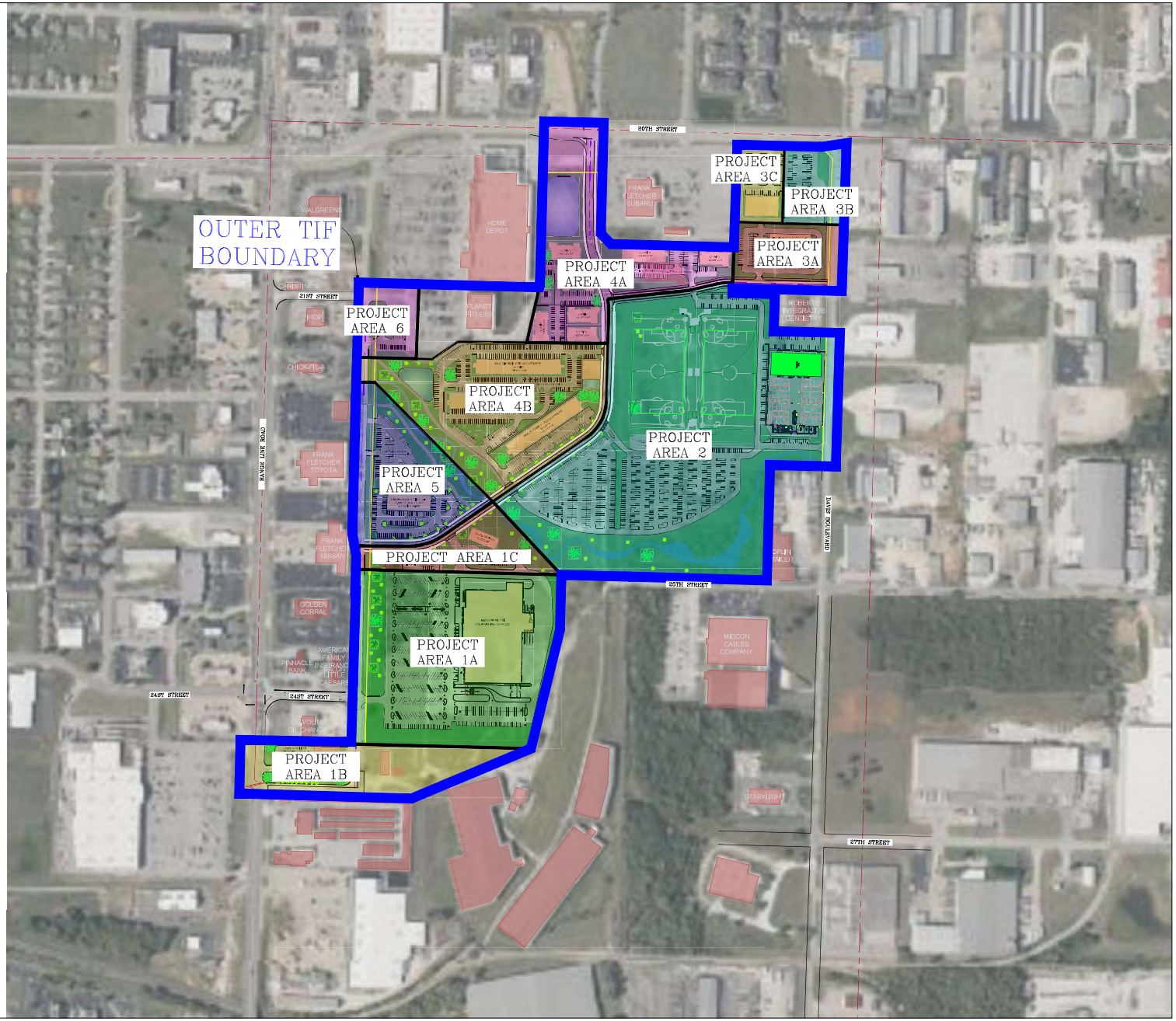
_____
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 3B

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 2043.72 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°55'36" WEST, 50.01 FEET; THENCE SOUTH 88°28'37" EAST, 206.54 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°28'37" EAST, 161.74 FEET; THENCE SOUTH 43°22'41" EAST, 70.51 FEET; THENCE SOUTH 01°55'36" WEST, 300.05 FEET; THENCE NORTH 88°28'37" WEST, 209.40 FEET; THENCE NORTH 01°31'23" EAST, 349.99 FEET TO THE POINT OF BEGINNING. CONTAINING 1.66 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-507 – Approving Redevelopment Project 5 of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-507 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 5 of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 5 of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-507 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 5 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 5 included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 5 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 5"). Redevelopment Project 5 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 5. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 5 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 5, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 5 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 5 shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 5, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 5 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

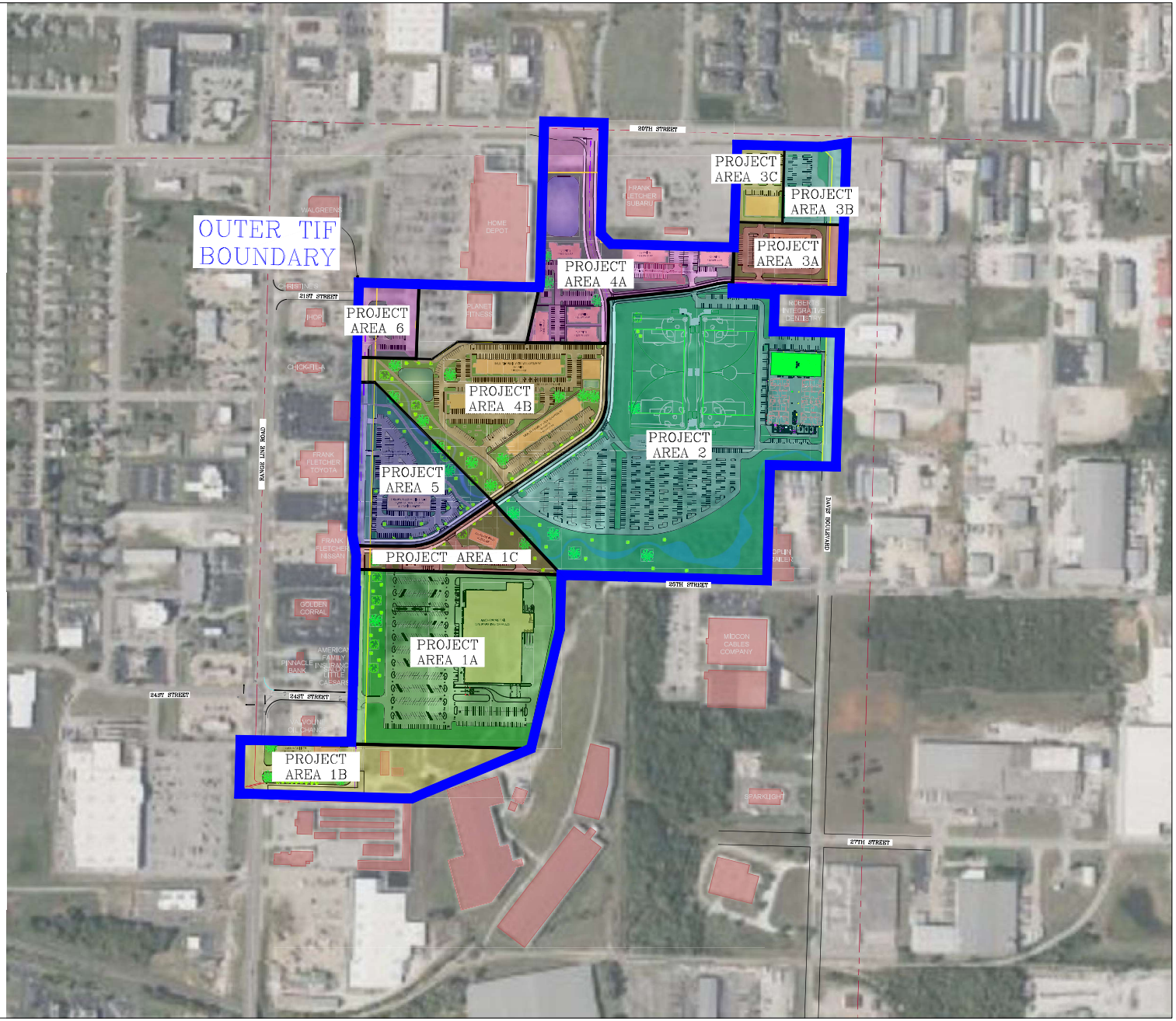
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 5

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28’37” EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30’53” WEST, 1292.77 FEET; THENCE SOUTH 01°30’18” WEST, 6.75 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 54°00’07” EAST, 5.33 FEET; THENCE NORTH 61°29’55” EAST, 77.23 FEET; THENCE SOUTH 72°57’31” EAST, 62.01 FEET; THENCE SOUTH 34°52’44” EAST, 115.15 FEET; THENCE SOUTH 23°43’27” EAST, 247.63 FEET; THENCE SOUTH 50°25’51” EAST, 139.91 FEET; THENCE SOUTH 78°25’46” WEST, 37.81 FEET; THENCE SOUTH 40°10’32” WEST, 78.62 FEET; THENCE SOUTH 55°41’31” WEST, 48.90 FEET; THENCE 124.59 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 218.85 FEET, A CHORD DIRECTION OF SOUTH 74°12’58” WEST, A CHORD DISTANCE OF 122.92 FEET; THENCE NORTH 89°38’19” WEST, 172.07 FEET; THENCE NORTH 01°30’18” EAST, 522.48 FEET TO THE POINT OF BEGINNING. CONTAINING 3.36 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

LEGEND

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811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-508 – Approving Redevelopment Project 6 of the Prospect Village TIF Plan

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-508 Ordinance; TIF Map with Project Areas

REVIEWED BY
Department Head: Leslie Haase; Planning Director: Troy Bolander; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves Redevelopment Project 6 of the Prospect Village TIF Plan generally located east of Geneva Avenue and south of 20th Street.

BACKGROUND
Prospect Village, LLC (the Developer) submitted the proposed Prospect Village TIF Plan several months ago. A meeting and public hearing was held by the TIF Commission on December 12, 2024, to consider the proposed TIF Plan. The Developer presented the proposed TIF Plan including a blight study and cost-benefit analysis. Staff presented an analysis of the proposed TIF Plan and Baker Tilly presented the "But-For" analysis on behalf of the City. Following the presentations, the TIF Commission unanimously (with three members absent) adopted four resolutions recommending to the City Council that specific findings be made pursuant to the TIF statutes, that the area be declared blighted, that the TIF Plan and Projects be approved, and that Prospect Village, LLC, be designated as the developer for the TIF Plan and Projects.

The Prospect Village TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the Developer will pay for the development costs up front. Then, as the development within the TIF District generates revenue from the incremental increase in sales tax and property tax, the Developer will be reimbursed from these proceeds generated by the development. The total project cost is $307.3 million, with just over $38 million eligible for reimbursement from TIF revenues including CID sales tax revenues captured by the TIF.

This ordinance approves Project 6 of the Prospect Village TIF Plan and adopts tax increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until this area is activated. Activation of a project area must occur within 10 years of the passage of the ordinance approving the TIF Plan.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2025-508 ORDINANCE NO.

AN ORDINANCE approving Redevelopment Project 6 of the Prospect Village Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

WHEREAS, on _____, 2025, the City of Joplin, Missouri (the "City") adopted the Prospect Village Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project 6 included therein by Ordinance No. 2025-_____, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through multiple Redevelopment Projects designated as Redevelopment Projects 1A, 1B, 2, 3A, 3B, 5, and 6 in Redevelopment Project Areas 1A, 1B, 2, 3A, 3B, 5, and 6, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project 6 legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project 6"). Redevelopment Project 6 includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project 6. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project 6 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project 6, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project 6 by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project 6 shall be allocated to and, when collected, shall be paid by the Jasper County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project 6, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax and Section 99.845.15 of the Act regarding property tax levied under Section 205.971 RSMo.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project 6 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding those taxes, licenses, fees, or special assessments identified in Section 99.845.3 of the Act, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That this ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

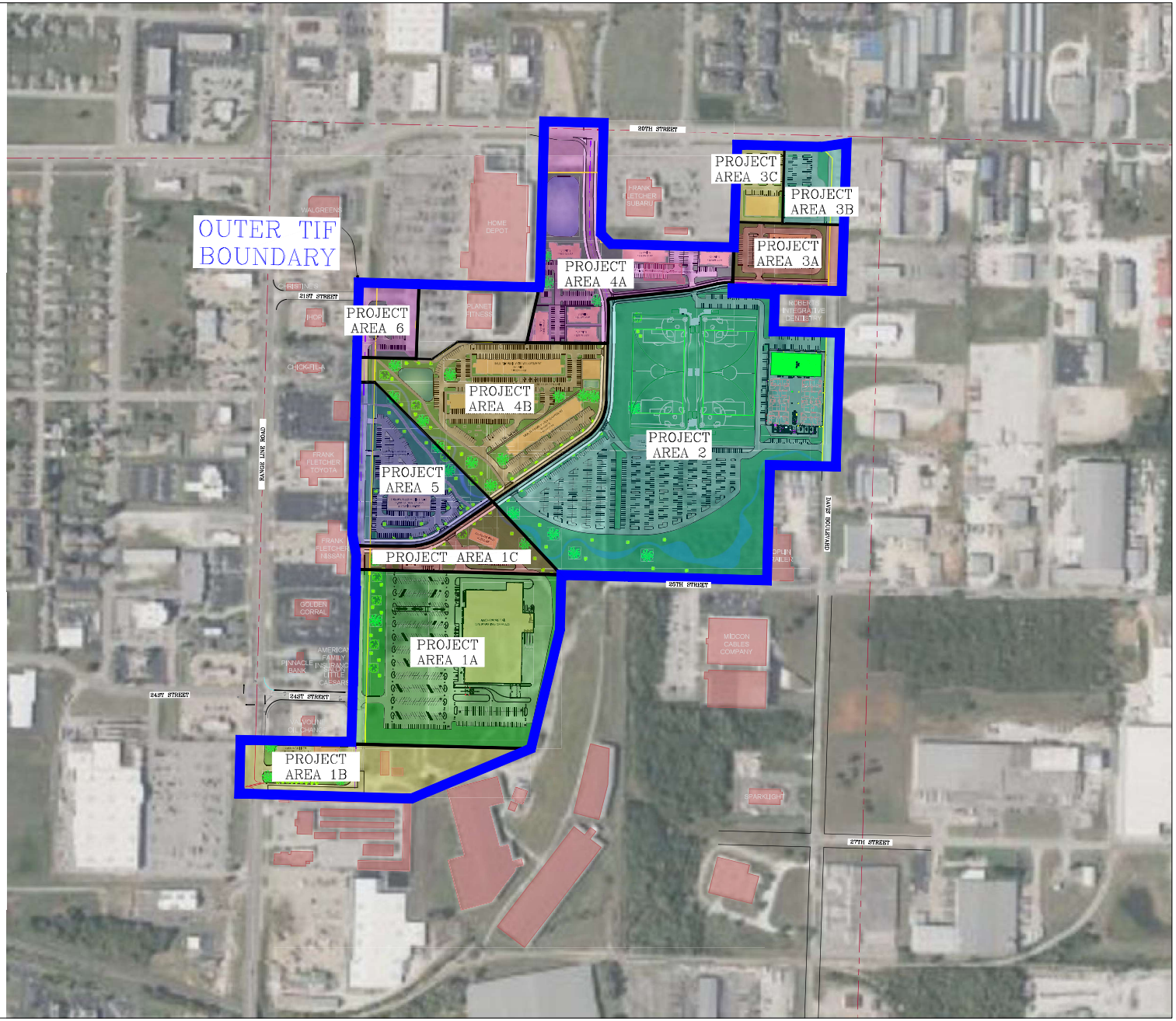
Peter C. Edwards, City Attorney

Exhibit A

Legal Description of Redevelopment Project Area 6

ALL THAT PART OF THE FRACTIONAL NORTHWEST QUARTER OF SECTION 18, IN TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, JASPER COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18; THENCE SOUTH 88°28'37" EAST, 479.99 FEET ALONG THE NORTH LINE OF SAID SECTION 18; THENCE LEAVING SAID NORTH LINE SOUTH 01°30'53" WEST, 698.31 FEET; THENCE SOUTH 88°30'31" EAST, 46.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°30'31" EAST, 136.74 FEET; THENCE SOUTH 01°40'31" WEST, 64.47 FEET; THENCE NORTH 87°12'37" WEST, 2.19 FEET; THENCE SOUTH 02°18'53" WEST, 65.33 FEET; THENCE SOUTH 87°21'07" EAST, 4.09 FEET; THENCE SOUTH 02°25'15" WEST, 31.94 FEET; THENCE NORTH 88°35'53" WEST, 8.87 FEET; THENCE SOUTH 01°24'39" WEST, 31.15 FEET; THENCE SOUTH 88°27'34" EAST, 4.27 FEET; THENCE SOUTH 01°30'38" WEST, 135.52 FEET; THENCE NORTH 88°29'27" WEST, 42.87 FEET; THENCE NORTH 63°41'36" WEST, 33.30 FEET; THENCE NORTH 05°01'08" WEST, 190.61 FEET; THENCE NORTH 15°16'11" WEST, 130.62 FEET TO THE POINT OF BEGINNING. CONTAINING 0.72 ACRES, MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR OF FACT. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.



GRAPHIC SCALE

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(IN FEET)

1 inch = 200 ft.

LEGEND

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FORMERLY ANDERSON ENGINEERING

TIF EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC.

GENEVA AVENUE
JOPLIN, JASPER COUNTY, MISSOURI

REVISIONS

NO.	DESCRIPTION	DATE

DRAWING INFORMATION

PROJECT NO: 23JO10065
DRAWN BY: TSR
CHECK BY: RWW
FIELD BY:
ISSUED DATE: 03/01/2024

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7304

SHEET NUMBER

1/1

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-509 – Approving certain fee and language changes in the public works department

MEETING DATE
January 21, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-509 Ordinance

REVIEWED BY
Department Head: Leslie Haase; Public Works Director: Dan Johnson; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill changes certain Public Transit existing fees in the public works department.

BACKGROUND
The City will be restarting the Public Transit Trolley services at the beginning of February. IN preparing for this, staff evaluated the current fees as compared to the cost of providing the services. User fees are fees for services for specific users. User fees should recover most of the related cost of providing the service, so general taxes are not supporting services for specific users. Under Hancock provisions, the City is only allowed to recover the cost of providing the service. As determined during the evaluation, the Trolley fee needs to increase from $1,00 per ride to $2.00 per ride, with the discounted fare increasing from $.50 per ride to $1.00 per ride with a Transit ID Card.

The fee changes will be effective on February 4, 2025.

FUNDING SOURCE
This is not applicable for this item.

RECOMMENDATION
Staff recommends this council bill be approved on first reading.

COUNCIL BILL NO. 2025-509 ORDINANCE NO.

AN ORDINANCE enacting Article XIII, Public Transit, Section 114-846, Public Transit Fees and Section 114-847 through Section 114-850, Reserved of Chapter 114, Traffic of the Code of Ordinances of the City of Joplin to implement certain fees; and setting a date when this Ordinance shall become effective.

WHEREAS, the City has reviewed the Public Transit Fees and the cost of services has increased and exceeds revenues; and,

WHEREAS, the Council of the City of Joplin desires to increase the Public Transit fees to meet the reasonable expenditures of this function.

WHEREAS, a new Article VIII in Chapter 114 needs to be enacted.

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

Section 1. That a new Article XIII, Public Transit, Sections 114-846, Public Transit Fees and Section 114-847 through Section 114-850, Reserved, of Chapter 114, Traffic of the Code of Ordinances of the City of Joplin be enacted to read as follows:

"**ARTICLE XIII. PUBLIC TRANSIT**

"Sec. 114-846. Public Transit Fees.

(1) *Fees.*

(a) A fare of $2.00 shall be paid for each ride on the Trolley. Each discounted ride shall be $1.00 with a current Transit ID Card. In order to be eligible to receive a Transit ID Card, a person must be either aged 60 or above or be disabled. An application is required providing proof of age or disability status for a Transit ID card.

(b) An adult fare of $4.00 shall be paid for each MAPS ride. Each discounted ride shall be $2.00 with a current Transit ID Card. In order to be eligible to receive a Transit ID Card, a person must either be aged 60 or above or be disabled. An application is required providing proof of age or disability status for a Transit ID Card.

(c) A fare of $2.00 shall be paid for each MAPS ride for any teenage person between the ages of 13 and 18. A fare of $1.00 shall be paid for each MAPS ride for any child below the age of 13 riding with an adult.

(d) There is no fee for the initial Transit ID Card. There shall be a fee of $5.00 for the replacement of a Transit ID Card.

(2) *Fee Review Process.*

City Council shall review the costs of services with all user fees at least on a biennial basis during the budget process to determine the appropriateness of the fees charge.

Sec. 114-847 – 114-850. Reserved."

Section 2. That this ordinance shall become effective on February 4, 2025.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this

_____ day of _____, 2025.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney