JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 3, 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**

   1. VFW Post 5293 Joplin South Awards Presentation

   2. Greater Joplin Toastmasters Club Proclamation

4. **Finalization Of Consent Agenda**

5. **Reports And Communications**

   1. News From The Public Information Office

6. **Citizen Requests And Petitions**

   1. Brian Evans Requested To Speak On Fiscal Responsibility And Government Accountability To Taxpaying Citizens And Voters

   2. Mary Price Requested To Speak On Fiscal Accountability, Due Diligence & Woodsonia Project

7. **Public Hearings**

   1. Public Hearing Procedures

      Documents:

      PUBLIC HEARING PROCEDURES.PDF

   2. COUNCIL BILL NO. 2025-250
      AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri.- Planning and Zoning Commission recommend approval.

Documents:

2025-250 SUMMARY.PDF
250REPORT.PDF
250MINUTES.PDF
250APP.PDF
250MAP.PDF
CB2025-250.PDF

3. COUNCIL BILL NO. 2025-258
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-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, Jasper County, Missouri. Planning and Zoning Commission recommends approval.

Documents:

2025-258SUMMARY.PDF
258REPORT.PDF
258MINUTES.PDF
258APP.PDF
258MAP.PDF
CB2025-258.PDF

4. COUNCIL BILL NO. 2025-256
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri. Planning and Zoning Commission recommends approval.

Documents:

2025-256SUMMARY.PDF
256REPORT.PDF
256MINUTES.PDF
256APP.PDF
256MAP.PDF
CB2025-256.PDF

5. COUNCIL BILL NO. 2025-257
AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at NE corner of Prigmore and I-44, Jasper County, Missouri. Staff recommends striking Council Bill 2025-257.

Documents:

2025-257SUMMARY.PDF
257REPORT.PDF
257 MINUTES.PDF
257MAP.PDF
257APP.PDF
CB2025-257.PDF

6. 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. Planning and Zoning Commission recommends approval.

Documents:

252SUMMARY (1).PDF
252REPORT.PDF
252MINUTES (1).PDF
252APP.PDF
252SITEPLAN.PDF
252MAP.PDF
252 NORTHBOUND (1).PDF
252 SOUTHBOUND.PDF
252ENGINEEREMAIL.PDF
252 PETITIONS.PDF
CB2025-252.PDF

8. **Consent Agenda**

1. Minutes Of The January 21, 2025, Joplin City Council Meeting

Documents:

JANUARY 21, 2025 MINUTES.PDF

2. 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:

CB2025-104.PDF

3. 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.

Documents:

CB2025-400.PDF

4. 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:

CB2025-500.PDF
DEVELOPER REVIEW - PROSPECT VILLAGE - FINANCIAL AND MANAGERIAL 1-23-25.PDF
PROJECT ASSUMPTIONS AND METHODOLOGY REVIEW 1-28-2025.PDF
BAKER TILLY ANALYSIS IP DEVELOPMENT.PDF
BAKER TILLY AGREEMENT.PDF
FINANCE COMMITTEE MEMO - RUSS ALCORN, CHAIRMAN .PDF

5. 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:

CB2025-501.PDF
DEVELOPER REVIEW - PROSPECT VILLAGE - FINANCIAL AND MANAGERIAL 1-23-25.PDF
PROJECT ASSUMPTIONS AND METHODOLOGY REVIEW 1-28-2025.PDF
BAKER TILLY ANALYSIS IP DEVELOPMENT.PDF
BAKER TILLY AGREEMENT.PDF
FINANCE COMMITTEE MEMO - RUSS ALCORN, CHAIRMAN .PDF

9. Resolutions

1. RESOLUTION NO. 2025-002
A RESOLUTION authorizing the filing of a Twenty-fourth Amendment of the Round 1 Action Plan with the U.S. Department of Housing and Urban Development (HUD) as required for the use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on

behalf of the City of Joplin.

Documents:

SUMMARY 2025-002.PDF
ROUND 1 AP - AMENDMENT 24.PDF
RESOLUTION 2025 EXHIBIT A.PDF
MEETINGSIGNINANDLETTERS.PDF
RESOLUTION 2025-002.PDF

10. Ordinances - Emergency

1. COUNCIL BILL NO. 2025-107
AN ORDINANCE approving an agreement with Dirks Heavy Contractors, LLC in the amount of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 DOLLARS ($290,319.45) for Turkey Creek WWTP Digester Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

Documents:

CB2025-107 SUMMARY - TURKEY CREEK WWTP DIGESTER LINE REPLACEMENT (1).PDF
CB2025-107 ORDINANCE - TURKEY CREEK WWTP DIGESTER LINE REPLACEMENT (1).PDF
AGREEMENT 2024 - DIRKS HEAVY CONTRACTORS.PDF
BID SUMMARY TURKEY CREEK WWTP DIGESTER LINE REPLACEMENT.PDF

2. COUNCIL BILL NO. 2025-511
AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

Documents:

CB 2025-511 SUMMARY BUDGET AMENDMENT FY 2024.PDF
CB 2025-511 BUDGET AMENDMENT ORDINANCE FY2024.PDF
CB 2025-511 SCHEDULE A 2024 BUDGET AMENDMENT.PDF

11. Ordinances - First Reading

1. COUNCIL BILL NO. 2025-105
AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements project, authorizing the City Manager or his designee to execute the same 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, setting a date when this Ordinance shall become effective.

Documents:

CB2025-105 4TH AND MURPHY BLVD CHANGE ORDER 1 SUMMARY

CB2025-105 4TH AND MURPHY BLVD CHANGE ORDER 1 SUMMARY - REVISED.PDF
CB2025-105 CB 4TH AND MURPHY BLVD CHANGE ORDER 1 ORDINANCE -REVISED.PDF
CB2025-105 4TH AND MURPHY BLVD CHANGE ORDER 1 DOCUMENT.PDF

2. COUNCIL BILL NO. 2025-108
AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective.

Documents:

COUNCIL BILL NO. 2025-108 SUMMARY SHEET PO FABICK CAT WEILER MODEL G65 GRADER (1).PDF
COUNCIL BILL NO. 2025-108 QUOTE CITY OF JOPLIN - WEILER G65 (1).PDF
COUNCIL BILL NO. 2025-108 ORDINANCE FABICK CAT WEILER MODEL G65 GRADER.PDF

3. COUNCIL BILL NO. 2025-604
AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) 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:

SUMMARY ITEM 2025-604 POLICE VEHICLE PURCHASE.PDF
JOPLIN P.D. 16 TAHOE 4WD PPV 1-24-25 (604).PDF
COUNCIL BILL 2025-604 POLICE VEHICLE PURCHASES.PDF

12. Ordinances - Second Reading And Third Reading

1. 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:

CB2025-509.PDF

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.

Notice posted at 12:00 PM on this 30th 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:
CB 2024-250 – Easement Vacation

MEETING DATE:
February 3, 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 001-25: 3347 S Joplin Ave – Easement Vacation – A request to vacate a utility easement – Bill Endicott

BACKGROUND:

The property owner wishes to build within the easement, which is previously vacated right-of-way. When right-of-way is vacated without the utilities being vacated, it becomes private property, but no permanent structures may be placed there. Vacating the utilities will allow them to place a building on the land. The utility companies have consented to the vacation.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Endicott stated that the reason for this request is due to him building a new home. Mr. Endicott explained that the home will encroach into the vacated alley, and he needs approval of the utility easement so he can build his home.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-250
Planning & Zoning Commission recommends approving Case 001-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 001-25 A request to vacate a utility easement.

APPLICANT William Endicott

REPRESENTATIVE William Endicott

LOCATION 3347 S Joplin Ave

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Vacated Alley	Approximately 10′X135′

REASON FOR VACATION

The owner of the property is seeking to build a house that will encroach into a vacated alley. The alley right-of-way was vacated, but the utility easement remained.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are no existing utilities, and the utilities have consented to the vacation request.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No utilities plan to locate their infrastructure within the easement.

DISCUSSION

The property owner wishes to build within the easement, which is previously vacated right-of-way. When right-of-way is vacated without the utilities being vacated, it becomes private properties, but no permanent structures may be placed there. Vacating the utilities will allow them to place a building on the land.

Staff recommends approving Case 001-25.

ENCLOSURES

- Application
- Map

CASE 001-25: Easement Vacation

3347 S Joplin Ave- Easement Vacation- A request to vacate a utility easement- Bill Endicott

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Bill Endicott of 18525 County Road 260, Oronogo, Missouri, presented the case for the easement vacation request.

Mr. Endicott stated that the reason for this request is due to him building a new home. Mr. Endicott explained that the home will encroach into the vacated alley, and he needs approval of the utility easement so he can build his home.

Mr. Kimble asked if there were any questions from the commission for the applicant.

Mr. Kimble asked if anyone would like to speak in favor of this case.

Mr. Kimble asked if anyone would like to speak in opposition to this case.

MR. LANDIS MADE A MOTION TO APPROVE CASE 001-25. THIS MOTION WAS SECONDED BY MR. SPRUCE. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

Vacation of Streets or Easements 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.: 001-25
Filing Fee: $600.00
Received: 11/6/24
Date Advertised:
Proj. No.: 25-002
Public Hearing Date: 1/13/25

Applicant: William R. Endicott (Bill) Phone No.: 417-850-5550
Address: 18525 CR 260, Oronogo, MO 64855 Email: wrendicott@gmail.com
Owner: SAME Phone No.: Same
Address: Same Email: Same
Location of Street or Easement: 3347 S. Joplin, MO
Type of Vacation: Street (Easement) Alley Plat

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

Yes	No	
X	☐	Private rights will not be injured or endangered by the vacation.
X	☐	The vacation will not cause the public to suffer a loss or inconvenience.
X	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
X	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
X	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☒ ☐ Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

☒ ☐ Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
~~MoAm Water*~~	~~Robert Divine~~	~~robert.divine@amwater.com~~	
MoAm Water*	Drew Daniels	drew.daniels@amwater.com Matthew Barnhart	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)	Matt Felkel	mfelkel@Republicservices.com	(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	~~Ken Stegall~~ Jose Arellano	ken.stegall@spireenergy.com Alex Sammet Right of way area manager Jose.arellano@spireenergy.com	
Spire Energy (Gas)**	~~Mandy Butkovich~~ Erick Fernando Carreon Barrora	mandy.butkovich@spireenergy.com erick.carreon@spireenergy.com	816-472-3767
~~City Sanitary Sewer~~	~~Chris Parker~~ Kaleb Roberts	~~cparker@joplinmo.org~~	417-624-0820 x1584
City Stormwater	Kaleb Roberts	kroberts@joplinmo.org	417-624-0820 ~~x1531~~ ext 1520

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 10/7/24

NOTIFICATION OF NEW 9-1-1 ADDRESS

City of Joplin
602 Main St. Joplin, MO 64801
Phone: 417-624-0820 x1301 Email: animmo@joplinmo.org

Requested By:	B & J Construction	Phone:	417-642-5704
Email:	wrendicott@gmail.com		
Property Owner(s):	William Endicott		

Details:	New Construction:	✔	Residential:	✔	Commercial:		Industrial:	

NOTES:	Construction of a single family dwelling

City Use Only	ASSIGNED ADDRESS(S)	3347 S. Joplin Ave. Joplin, MO 64804

✔	POST OFFICE ZIP CODE		9/13/24
✔	PHONE COMPANY		9/13/24
✔	LIBERTY ELECTRIC		9/13/24
✔	SPIRE GAS		9/13/24
✔	AMERICAN WATER		9/13/24
✔	COUNTY ASSESSOR		9/13/24
✔	GOOGLE MAPS		9/13/24
✔	PROPERTY OWNER		9/13/24
✔	BEACON – (JASPER COUNTY ~~ONLY~~)		9/13/24



Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - [X] No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Gene Lollis
Authorized Representative

09/17/24
Date

AT&T
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)
2. Our utility:
   - ☒ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — 9-18-2024 Date

Matthew A. Barnhart MOAMW
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   - ☐ Yes (proceed to #2)
   - ☒ No (form complete)

2. Our utility:
   - ☐ has no objection
   - ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   - ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
     - ☐ Retain utility easement and protect facilities
     - ☐ Relocate facilities
     - ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Jeff R Luke — 9-17-24

Authorized Representative — Date

Liberty Utilities - Land Admin

Name of Utility

✓

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement on a 10' Vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

_____ 9/23/24
Authorized Representative — Date

Republic Services
Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number:
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☒ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Authorized Representative — 9/25/24 Date

Spar K light
Name of Utility

Spire Missouri Inc.
700 Market St.
St. Louis, MO 63101

September 18th, 2024

William R. Endicott
3347 S. Joplin Ave
Joplin, MO 64804

Re: Vacation of utility easement.

Vacation: Vacation of the utility easement that was retained within the vacated 10' vacated alley between lot # 159 and Lot # 160 of the Freeman Grove Addition.

Mr. Endicott,

In response to your letter dated 9/16/2024 relative to the above referenced vacation of the utility easement that was retained within the vacated 10' vacated alley between lot # 159 and Lot # 160 of the Freeman Grove Addition.

Please be advised that Spire Missouri Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Sep 18, 2024 21:09 CDT)

Alex Sammet
Right of Way Area Manager, Missouri
Spire Missouri Inc.

TJF:MRS
cc: Bill Endicott <wrendicott@gmail.com>

Engineering Dept. Approval: JMA

System Planning Approval: EFCB
EFCB

Signature: Jose Arellano
Email: jose.arellano@spireenergy.com

Signature: Erick Fernando Carreon Barrera
Erick Fernando Carreon Barrera (Sep 18, 2024 13:14 CDT)
Email: erick.carreon@spireenergy.com

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number:
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☐ No (form complete)

2. Our utility:
   ☒ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other:

Please return this form within **21 days** to the applicant listed above.

Alex Sammet (Sep 19, 2024 09:47 CDT)

Authorized Representative

09/19/2024

Date

Spire

Name of Utility

S JOPLIN AVE
W 34TH ST
S RUBY WAY
3402
3345
3342
3338
3401
3347
3341
3337
3402
3342

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
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Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' vacated alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☑ No (form complete)

2. Our utility:
   ☑ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)
   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

Please return this form within **21 days** to the applicant listed above.

Kelli Robertson — 9/17/24

Authorized Representative — Date

Stormwater

Name of Utility

Utility Comments: Vacation of Streets, Alleys, & Easements

9/16/2024

City of Joplin
Planning, Development, & Neighborhood Services
602 S. Main St., Joplin, MO 64801
417-624-0820 ext. 1511
Zoning-Planning@JoplinMO.org

Case Number: _____
Applicant: William R. Endicott
Phone: 417-850-5550
Email: wrendicott@gmail.com

Be it known that William R. Endicott, *being owners of real estate abutting or withholding a street, alley, or easement, desires to petition the City of Joplin, Missouri, to pass an ordinance vacating:* the utility easement in a 10' Vacated Alley between Lot # 159 and Lot # 160 of Freeman Grove addition

Located at: 3347 S. Joplin Ave, Joplin, MO 64804

For the following purpose: New Construction on Lot #160

For Utility Use:

1. Our utility has facilities or interest within this right-of-way:
   ☐ Yes (proceed to #2) ☑ No (form complete)

2. Our utility:
   ☐ has no objection
   ☐ objects to vacation and will not waive objection under any conditions (describe below, or on separate sheet.)

   ☐ will waive objections subject to the following conditions (describe below, or on separate sheet.)
      ☐ Retain utility easement and protect facilities
      ☐ Relocate facilities
      ☐ Other: _____

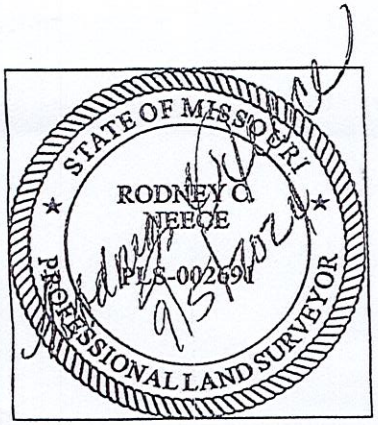
Please return this form within **21 days** to the applicant listed above.

[signature] 10/7/24
Authorized Representative Date

Sanitary Sewer
Name of Utility

NOTE:
Mailbox to be placed on house

PROPERTY DESCRIPTION:
All of Lot Number One hundred and Sixty (160) and all of Vacated alley adjoing said Lot, in Freeman Grove Addition to the City of Joplin, Newton County, Missouri, being subject to all easements, right-of-ways, and reservations of record.



CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20____, at _____ o'clock __M recorded _____, 20____, in Book _____, at Page _____, For Bill of Assurance, see Deed Record Book _____, Page _____.

Recorder of Deeds Date:

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey "Survey Affidavit" or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1923 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

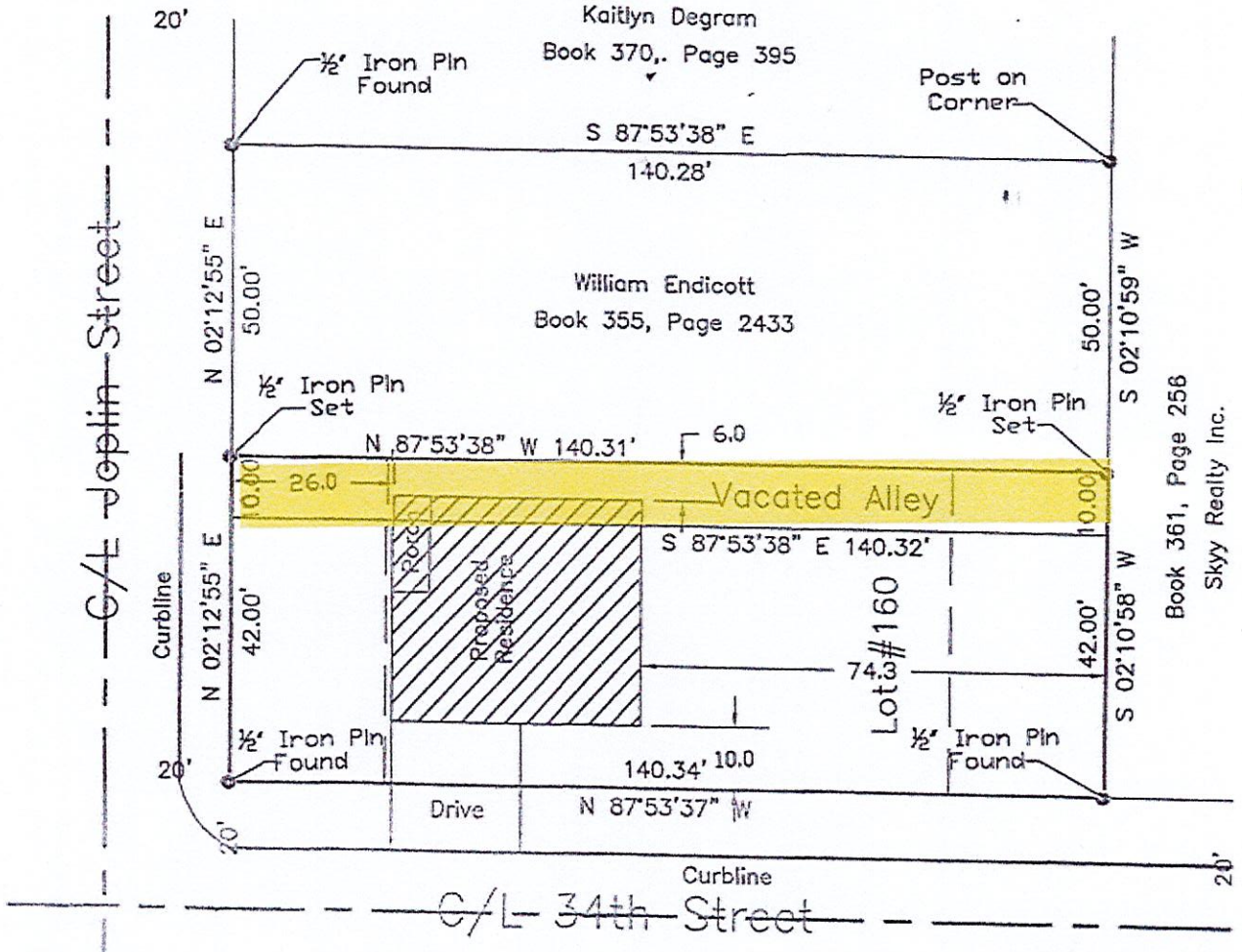
SURVEY FOR: Bill Endicott		
DRAWN: Allgood	DATE: 9-5-24	ADDRESS: 3341 Joplin Joplin, Mo
APPROVED: JB/DE	S/T/R: 22-27-33	
SCALE: 1"=30'	FILE NAME: L159-160FG	Cert of Authority LSC-2019012803

38-4-15.7

0 30 60 90

SCALE: One inch equals 30 feet.

BASIS OF BEARINGS: The East line of Joplin Street taken as N 02°12'55" E as per Missouri West NAD83 as per MoDot GPS Network.
CLASS OF PROPERTY: (c) urban
SOURCE DEED: William Endicot Book 355, Page 2433



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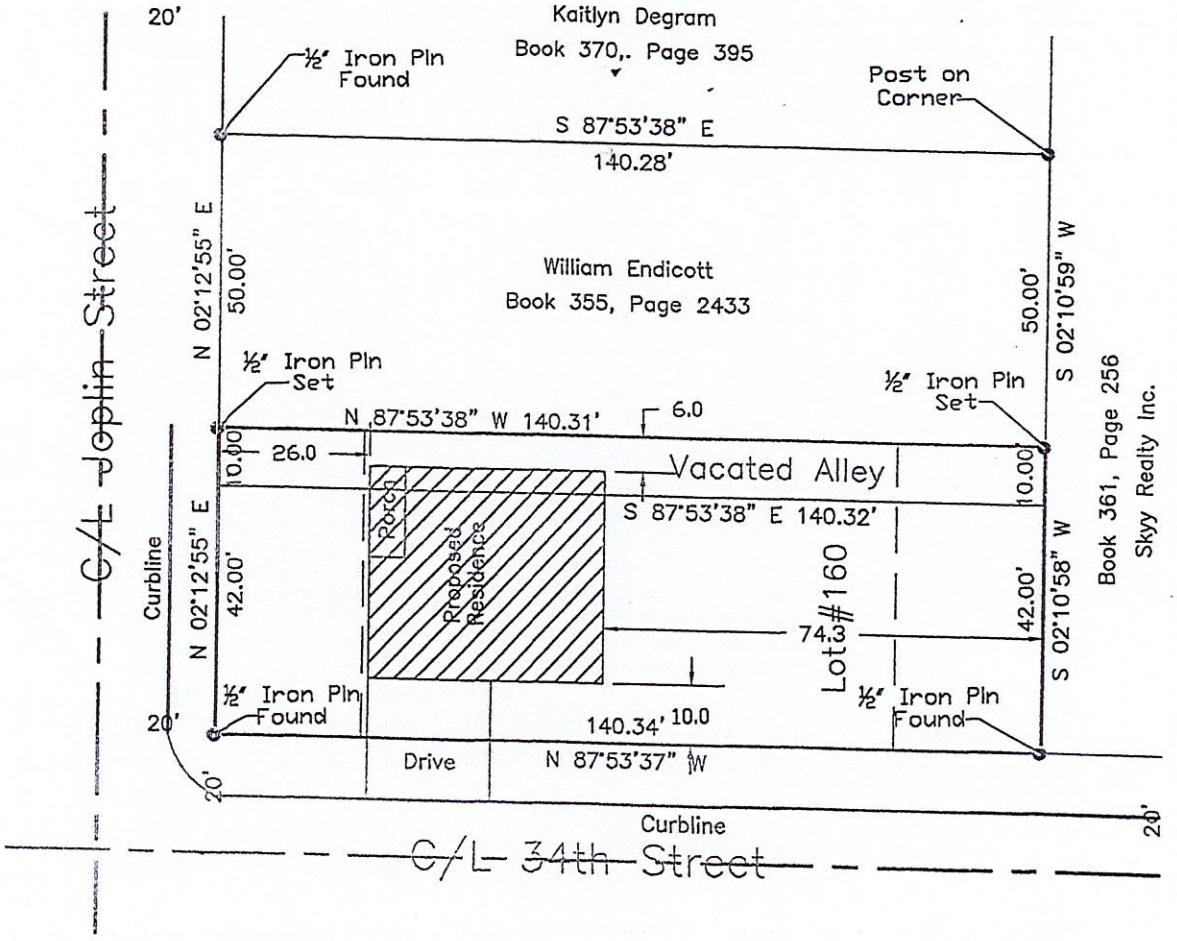
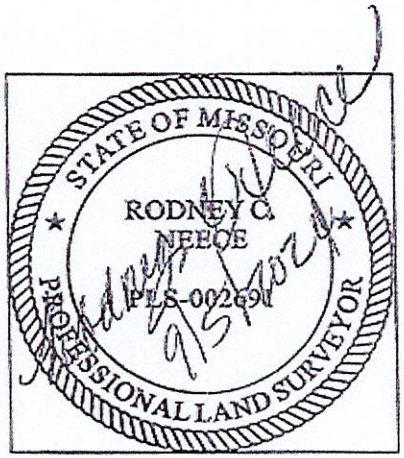


NOTE:
Mailbox to be placed on house

PROPERTY DESCRIPTION:
All of Lot Number One hundred and Sixty (160) and all of Vacated alley adjoing said Lot, in Freeman Grove Addition to the City of Joplin, Newton County, Missouri, being subject to all easements, right-of-ways, and reservations of record.



CERTIFICATE OF RECORDING:

This document, Number _____ filed for record on _____, 20____, at _____ o'clock __M recorded _____, 20____, in Book _____, at Page _____. For Bill of Assurance, see Deed Record Book _____, Page _____.

_____ Date:
Recorder of Deeds

SURVEYOR'S CERTIFICATE:
I Rodney C. Neece a Registered Land Surveyor of Joplin, Jasper County, Missouri, Do hereby certify that the field notes and attached plat are true and accurate description of the work performed and measurements taken; survey made in accordance with the Missouri Standards for Property Boundary Surveys of the Department of Agriculture, Division of Weights & Measures and Consumer Protection, and is not a warranty of title either expressed or implied, This declaration is made to the original owner and/or purchaser of the survey as of the date indicated in the title block, It is not transferable to additional institutions or subsequent owners and may not be used in connection with a survey 'Survey Affidavit' or similar document, statement, or mechanism to obtain title insurance for any subsequent or future grantees, furthermore, this survey is not valid without the original signature and embossed seal.

Stewart & Neece Land Surveying Company
Since 1923 Joplin, Mo.

STEWART AND NEECE LAND SURVEYING, INC.
1201 East 15th Street, Joplin, Missouri 64801
Phone: 417-624-0311 Fax: 417-624-0365

SURVEY FOR: Bill Endicott		
DRAWN: Allgood	DATE: 9-5-24	ADDRESS: 3341 Joplin Joplin, Mo
APPROVED: JB/DE	S/T/R: 22-27-33	
SCALE: 1"=30'	FILE NAME: L159-160FG	Cert of Authority LSC-2019012803

38-4-151

Case 001-25: Easement Vacation



3347 S Joplin Ave - Easement Vacation - A request to vacate a utility easement - Bill Endicott

P & Z Case 001-25
William Endicott
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-250 ORDINANCE NO.

AN ORDINANCE providing to vacate a utility easement, lying on property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri.

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

Section 1. That the vacation of a utility easement at property described as 3347 S Joplin Ave, City of Joplin, Newton County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

All that part of a 10-foot vacated alley adjoining Lot Number One Hundred and Sixty (160) and Lot Number One Hundred and Fifty-Nine (159), in Freeman Grove Addition to the City of Joplin, Newton County, Missouri.

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 2024-258 – Rezoning

MEETING DATE:
February 3, 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 002-25: 8125 E 26th St – Rezoning – A request to rezone from R-1 (Single-Family Residential) to M-2 (Heavy Industrial) – Aesir Technologies, Inc.

BACKGROUND:

Aesir Technologies is a legally non-conforming, existing use. The present use is manufacturing. The property was annexed into the City in 2015 and was never rezoned. Property is designated as R-1 when it is incorporated into City Limits. The building is being expanded, which will trigger rezoning. The existing use is manufacturing, and the surrounding area is zoned M-2.

PLANNING & ZONING COMMISSION TESTIMONY:

Patty Johns presented the case on behalf of Aesir Technologies. Ms. Johns stated the request to rezone the property was due to Aesir Technologies obtaining a large contract with the government, which gave them the funding to expand the building they are currently in. Ms. Johns explained that during the permit process, it was found that the zoning of the property was incorrect and needed to be updated.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-258
Planning & Zoning Commission recommends approving Case 002-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 13, 2025
City Council Meeting: February 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 002-25 A request to rezone from District R-1 (Single-Family Residential) to District M-2 (Heavy Industrial)

LOCATION 8125 E 26th St

APPLICANT Aesir Technologies

EXISTING CONDITIONS

Zoning	Land Use	Property Size
R-1	Manufacturing	Approximately 4 Acres

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	M-2	M-2	Unincorporated
Land Use	Manufacturing	Manufacturing	Manufacturing	Utility/Water Tower

FUTURE LAND USE

Joplin's Future Land Use Map shows this property as future Industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
E 26th St	Local	75′

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 uses are all heavy industrial, and the future land use map designates this area Future Industrial.

THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED

R-1 is not a suitable zoning district for the subject property. The existing use has been legally non-conforming since it was annexed in 2015. M-2 is the highest and best use of property.

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 area is zoned industrial, and the property is located within the Joplin Industrial Park.

DISCUSSION

Aesir Technologies is a legally non-conforming, existing use. The present use is manufacturing. The property was annexed into the City in 2015 and was never rezoned. Property is designated as R-1 when it is incorporated into City Limits. The building is being expanded, which will trigger rezoning. The existing use is manufacturing, and the surrounding area is zoned M-2.

City Staff recommends approval of Case 002-25.

ENCLOSURES

- Map of property
- Application

CASE 002-25: REZONING

8125 E 26th St- Rezoning- A request to rezone from R-1 (Single- Family Residential) to M-2 (Heavy Industrial)- Aesir Technologies, Inc

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Patty Johns of 8125 E 26th Street, Joplin, Missouri, presented the case on behalf of Aesir Technologies.

Ms. Johns stated the request to rezone the property was due to Aesir Technologies obtaining a large contract with the government, which gave them the funding to expand the building they are currently in. Ms. Johns explained that during the permit process, it was found that the zoning of the property was incorrect and needed to be updated.

Mr. Kimble asked if the commissioners had any questions for the representative.

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.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 002-25. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

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.: 002-25
Filing Fee: $600.00
Received: 11/21/24
Date Advertised:
Proj. No.: 25-005
Public Hearing Date: 1/13/25

Applicant: AESIR TECHNOLOGIES INC Phone No.: 417-553-0237
Address: 8125 E. 26TH ST. JOPLIN MO 64804 Email: patti.johns@aesirtec.com
Owner: AESIR TECHNOLOGIES / CB PROPERTY MGMT Phone No.: 417-553-0237
Address: 8125 E. 26TH ST. JOPLIN MO 64804 Email: patti.johns@aesirtec.com
Location of Property: 8125 E 26th St
Present Use of Property: Manufacturing (legally non-conforming)
Proposed Use of Property: Manufacturing
Current Zoning: R-1 (Single-family) Requested Zoning: M-2 (Heavy Industrial)

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	Manufacturing	M-2
South	Manufacturing	M-2
East	Manufacturing	M-2
West	Manufacturing	M-2-PD

Character of the Neighborhood: Industrial Park

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: Use is legally non-conforming - addition triggers rezoning - currently zoned single family

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 26th St

Classification of Street(s):

Arterial ☐ Collector ☐ Local ☒

Right-of-Way Width: ~80'

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:

Legally Non-Conforming Use

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.
NA	☐	☐ 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: Patti Johns **Date:** 11/20/2024

Recorded in Jasper County, Missouri
Recording Date/Time: 01/05/2021 at 02:08:52 PM
Book: 2572 Page: 402
Instr #: 2021000159
Type: WD
Pages: 3
Fee: $30.00 S

Electronically Recorded

Charlotte Pickering
Recorder of Deeds

WARRANTY DEED BY LIMITED LIABILITY COMPANY

THIS DEED, Made and entered into this 4th of January, 2021, by and between Grantor COLD HARBOR, LLC, an Oklahoma limited liability company, of the State of Oklahoma, party or parties of the first part, and Grantee, CB PROPERTY MANAGEMENT, INC, a Massachusetts corporation, a 87.356% interest and AESIR TECHNOLOGIES, INC. a Delaware corporation a 12.644% Interest, as tenants in common, party or parties of the second part, Grantee's mailing address: 8125 E 26TH STREET, JOPLIN MO 64804

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same, belonging unto the said party or parties forever. The said party of the first part covenanting that said party and the heirs, executors, administrators and assigns of such party, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all person whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

MEMO # 3167

WARRANTY DEED BY LIMITED LIABILITY COMPANY

THIS DEED, Made and entered into this 4th of January, 2021, by and between Grantor COLD HARBOR, LLC, an Oklahoma limited liability company, of the State of Oklahoma, party or parties of the first part, and Grantee, CB PROPERTY MANAGEMENT, INC, a Massachusetts corporation, a 87.356% interest and AESIR TECHNOLOGIES, INC. a Delaware corporation a 12.644% Interest, as tenants in common, party or parties of the second part, Grantee's mailing address: 8125 E 26TH STREET, JOPLIN MO 64804

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of **JASPER** and State of Missouri, to wit:

SEE EXHIBIT A FOR LEGAL DESCRIPTION

TO HAVE AND TO HOLD THE SAME, Together with all rights and appurtenances to the same, belonging unto the said party or parties forever. The said party of the first part covenanting that said party and the heirs, executors, administrators and assigns of such party, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all person whomsoever, excepting however, the general taxes for the current calendar year, and thereafter, and special taxes becoming a lien after the date of this deed, and restrictions, easements and building set back lines of record if any, and zoning laws.

MEMO # 3167

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its authorized

Manager(s) or Member(s) the day and year first above written.

COLD HARBOR, LLC, an Oklahoma limited liability company

BY: Thomas R. Crook

THOMAS R CROOK, MANAGER

State of MISSOURI)
)
County of GREENE)

On this 4th of JANUARY, 2021, before me personally appeared **THOMAS R CROOK**, to me personally known who being by me duly sworn, did say that he is the **MANAGER** of **COLD HARBOR, LLC**, and said **THOMAS R CROOK** acknowledged said instrument to be the free act and deed of said **COLD HARBOR, LLC.**

In testimony whereof, I have hereunto set my hand and affixed my official seal in my office in the state and county, on the day and year last above written.

J. Watkins
Notary Public

J. WATKINS
Notary Public – Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Apr. 4, 2022
Commission #14522237

Research & Development
960 Technology Blvd. Suite 1
Bozeman, MT 59718
Phone: (406) 624-0951

Æsir Technologies, Inc.

ZAF Energy Systems

Production Facility
8125 East 26th Street
Joplin, MO 64804
Phone: (417) 553-0237

November 20, 2024

City of Joplin
Zoning-Planning

We are requesting rezoning of the property at 8125 E. 26th Street, Joplin, MO 64804 because the building is housing a Manufacturing Company. The impact would bring the Company up to zoning requirements per the City. No impact to traffic conditions or danger of fire hazards. The proposed change will not affect the character of the surrounding properties since the building has been here for 14 years. This will benefit the City because the Company is planning an expansion to manufacture batteries for the U.S. Navy.

Patti Johns
VP of Administration

Patti Johns

EXHIBIT A

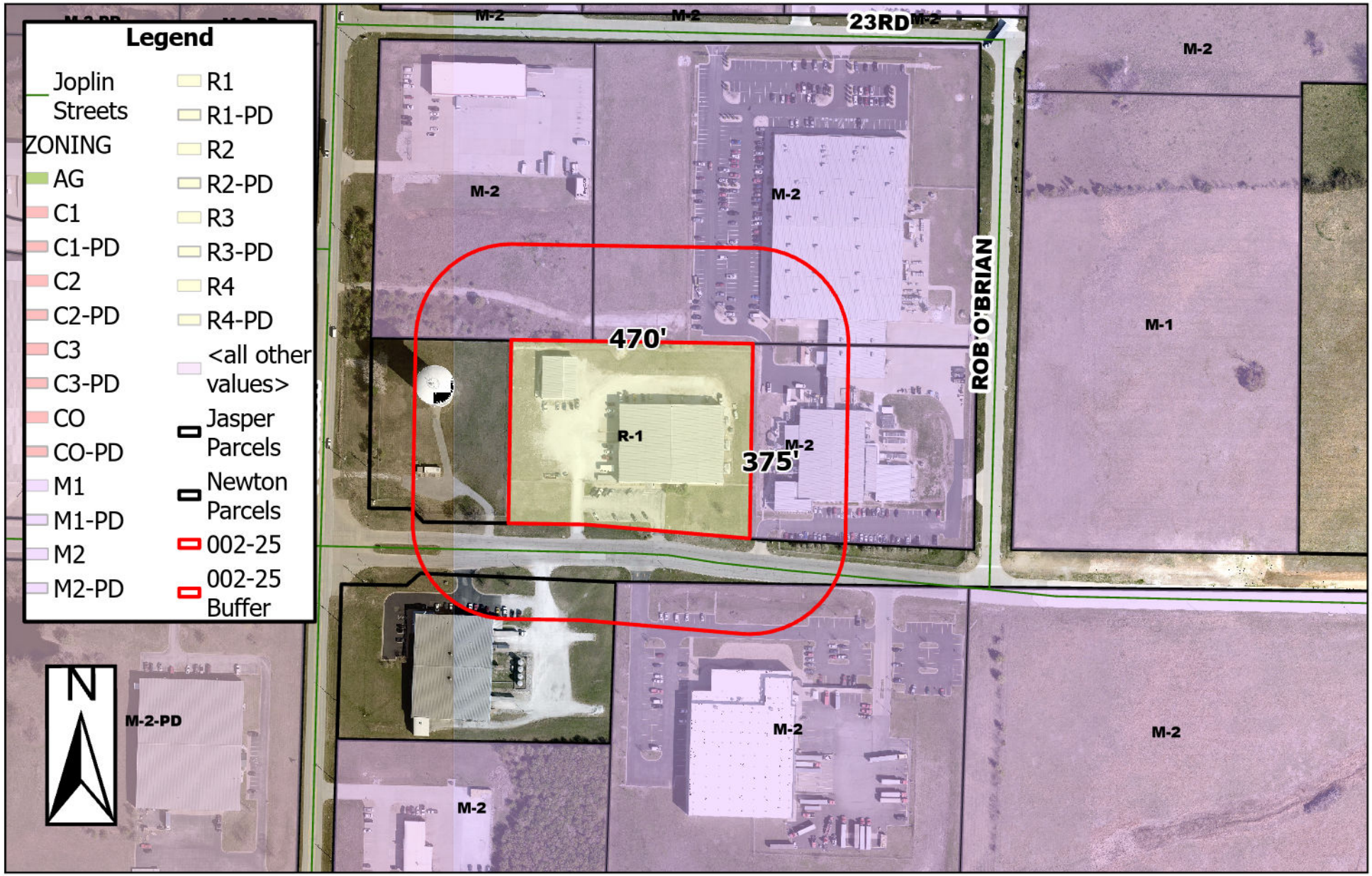
TRACT 1:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89°05'15"E A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, THENCE S 89°05'15"E A DISTANCE OF 467.07 FEET, THENCE S00°54'45"W A DISTANCE OF 376.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALLIANCE PARKWAY, THENCE N85°07'34"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 317.84 FEET, THENCE N89°05'15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 149.98 FEET, THENCE N00°54'45"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A UTILITY EASEMENT DESCRIBED AS: A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89°05'15"E A DISTANCE OF 350.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF TRACT 1 AND THE POINT OF BEGINNING, THENCE N00°54'45"E A DISTANCE OF 25.00 FEET , THENCE S89°05'15"E A DISTANCE OF 467.07 FEET, THENCE S00°54'45"W A DISTANCE OF 25.00 FEET TO THE NORTHEAST CORNER OF TRACT 1, THENCE N89°05'15"W ALONG SAID NORTH LINE A DISTANCE OF 467.07 FEET TO THE POINT OF BEGINNING.

Case 002-25: Rezoning



8125 E 26th St - Rezoning - A request to rezone from R-1 (Single-Family Residential) to District M-2 (Heavy Industrial) - Aesir Technologies, Inc.

0 95 190 380 570 760 Feet

P & Z Case 002-25
Aesir Technologies, Inc.
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-258 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-1 (Single-Family Residential) and include in District M-2 (Heavy Industrial) property as described below and located at 8125 E 26th St, 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-1 (Single-Family Residential) the following described property and including in District M-2 (Heavy Industrial).

TRACT I:

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER (NW¼) OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCE N00° 54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89° 05' 15"E A DISTANCE OF 350.00 FEET TO THE POINT OF BEGINNING, THENCE S 89° 05' 15"E A DISTANCE OF 467.07 FEET, THENCE S00° 54'45"W A DISTANCE OF 376.96 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ALLIANCE PARKWAY, THENCE N85° 07'34"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 317.84 FEET, THENCE N89°05' 15"W ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 149.98 FEET, THENCE N00°54'45"E, LEAVING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 355.00 FEET TO THE POINT OF BEGINNING.

TRACT 2:

A UTILITY EASEMENT DESCRIBED AS:

A TRACT OF LAND LOCATED IN NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 27 NORTH, RANGE 32 WEST, IN JASPER COUNTY, MISSOURI, BEING DESCRIBED MORE FULLY AS FOLLOWS: COMMENCING AT THE WEST QUARTER (W¼) CORNER OF SAID SECTION 14, A FOUND 5/8 INCH IRON PIN, THENCEN00°54'45"E ALONG THE WEST LINE OF SAID QUARTER SECTION A DISTANCE OF 424.25 FEET, THENCE S89° 05' 15"E A DISTANCE OF 350.00 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF TRACT l AND THE POINT OF BEGINNING, THENCE N00° 54'45"E A DISTANCE OF 25.00 FEET ,THENCE S89° 05' 15"E A DISTANCE OF 467.07 FEET, THENCE

S00° 54'45"W A DISTANCE OF 25.00 FEET TO NORTHEAST CORNER OF TRACT 1, THENCE N89° 05' 15"W ALONG SAID NORTH LINE A DISTANCE OF 467.07 FEET TO THE POINT OF BEGINNING.

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 2024-256 – Voluntary Annexation

MEETING DATE:
February 3, 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 003-25: 18775 Apple Road – Voluntary Annexation – A request to voluntarily annex into the Corporate Limits of the City of Joplin – Carl Schell

BACKGROUND:

This property lies East of the intersection of Apple Rd and I-44. The property is contiguous with the Joplin Industrial Park. Just north of the Joplin Industrial Park, and with its proximity to the interstate and the surrounding patterns of development, the land is suitable for future industrial development.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs stated that the owner is requesting the property to be annexed for potential future industrial use. He stated that the request to rezone would come at a later time.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-256
Planning & Zoning Commission recommends approving Case 003-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 13, 2025
City Council Meeting: February 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 003-25 A request to voluntarily annex property into the City of Joplin

LOCATION 18775 Apple Road

APPLICANT Carl Schell

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	Vacant	Approximately 5.54 acres

DISCUSSION

This property lies at the southeast intersection of I-44 and Prigmor Ave. The property is contiguous with the Joplin Industrial Park. Just north of the Joplin Industrial Park, and with its proximity to the interstate, the land is suitable for future industrial development.

The property is currently vacant.

Newly incorporated property enters the City of Joplin as R-1 (Single-Family Residential).

Staff recommends approval of Case 003-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 003-25: VOLUNTARY ANNEXATION

18775 Apple Road- Voluntary Annexation- A request to voluntary annex into the Corporate Limits of the City of Joplin- Carl Schell

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Mr. Bellairs presented the case on behalf of Carl Schell.

Mr. Bellairs stated that the request is due to the property being outside of City limits but is planned to be used for future industrial use. Mr. Bellairs stated that the property will be rezoned at a future time.

Mr. Kimble asked if the commission had any questions for the representative.

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.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 003-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMO., 1994

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Carl S Schell Jr.
CARL S SCHELL, JR.

STATE OF MISSOURI)
) ss:
COUNTY OF JASPER)

On this 22ND day of NOVEMBER 20 24, before me appeared Carl S. Schell, JR A SINGLE PERSON

and _____,

~~a married couple~~, to me known to be the persons described in and who acknowledged that they executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

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

Notary Public Earl R Higgins

My commission expires: July 23 2026

EARL R. HIGGINS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires: July 23, 2026
Commission #14914124

Voluntary

Annexation Application

Married

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.: 003-25
Filing Fee: $0.00
Received: 11/22/24
Proj. No.: 25-006

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Carl S. Schell Phone No. 417-846-3997

Email:

Applicant Name: Carl S. Schell Phone No. 417-846-3997

Email: SevenValleys22@hotmail.com

Mailing Address: 16112 State Highway 76, Cassville MO 65625

Annexation Property Address: 18775 Apple Road, Joplin MO 64803

Present Use of Property: VACANT - UNDEVELOPED

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Number of future occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: 0

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: N/A

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

Business #2
Business Name: N/A

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ○ No ○

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: CARL SCHELL JR **Telephone Number:** 417-846-3997

Property Address: 1877 APPLE RD, JOPLIN, MO

1. **Is the annexation the result of an out-of-town sewer agreement?** X **Yes** _____ **No**
2. **Is this property residential property?** _____ **Yes** X **No**
3. **Are there any businesses located on this property?** _____ **Yes** X **No**

If yes, how many businesses are located on this property? _____

Please list the following information for each business located on the property:

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

MMENTS

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes _____No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Do you plan to build residential living units on the property _____Yes _____No

If Yes, how many

Single-family house(s)	_____	Amount
Duplex(s)	_____	Amount
Tri-plex(s)	_____	Amount
Apartment House(s)	_____	Amount
Apartment Complex(s)	_____	Amount

Are (or Will) the living unit(s) be on a well _____ Yes ___X___ No
If NO, please furnish the name of the water company ___MOAM___

Are (or Will) the living unit(s) have a septic system? _____ Yes ___X___ No
If NO, please furnish the name of the municipal sewer system _____

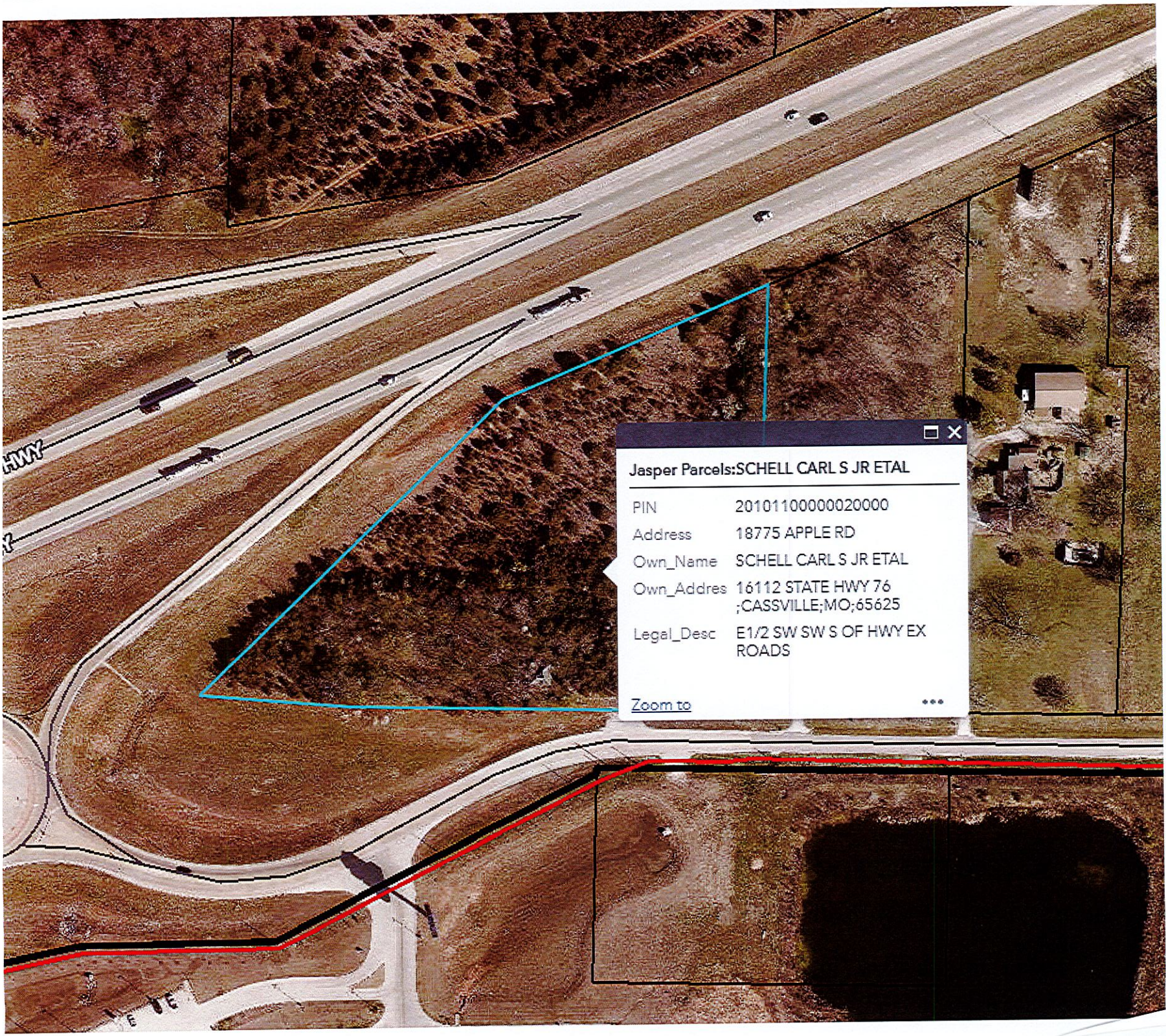

HWY
Jasper Parcels:SCHELL CARL S JR ETAL
PIN 20101100000020000
Address 18775 APPLE RD
Own_Name SCHELL CARL S JR ETAL
Own_Addres 16112 STATE HWY 76 ;CASSVILLE;MO;65625
Legal_Desc E1/2 SW SW S OF HWY EX ROADS
Zoom to

EXHIBIT "A"

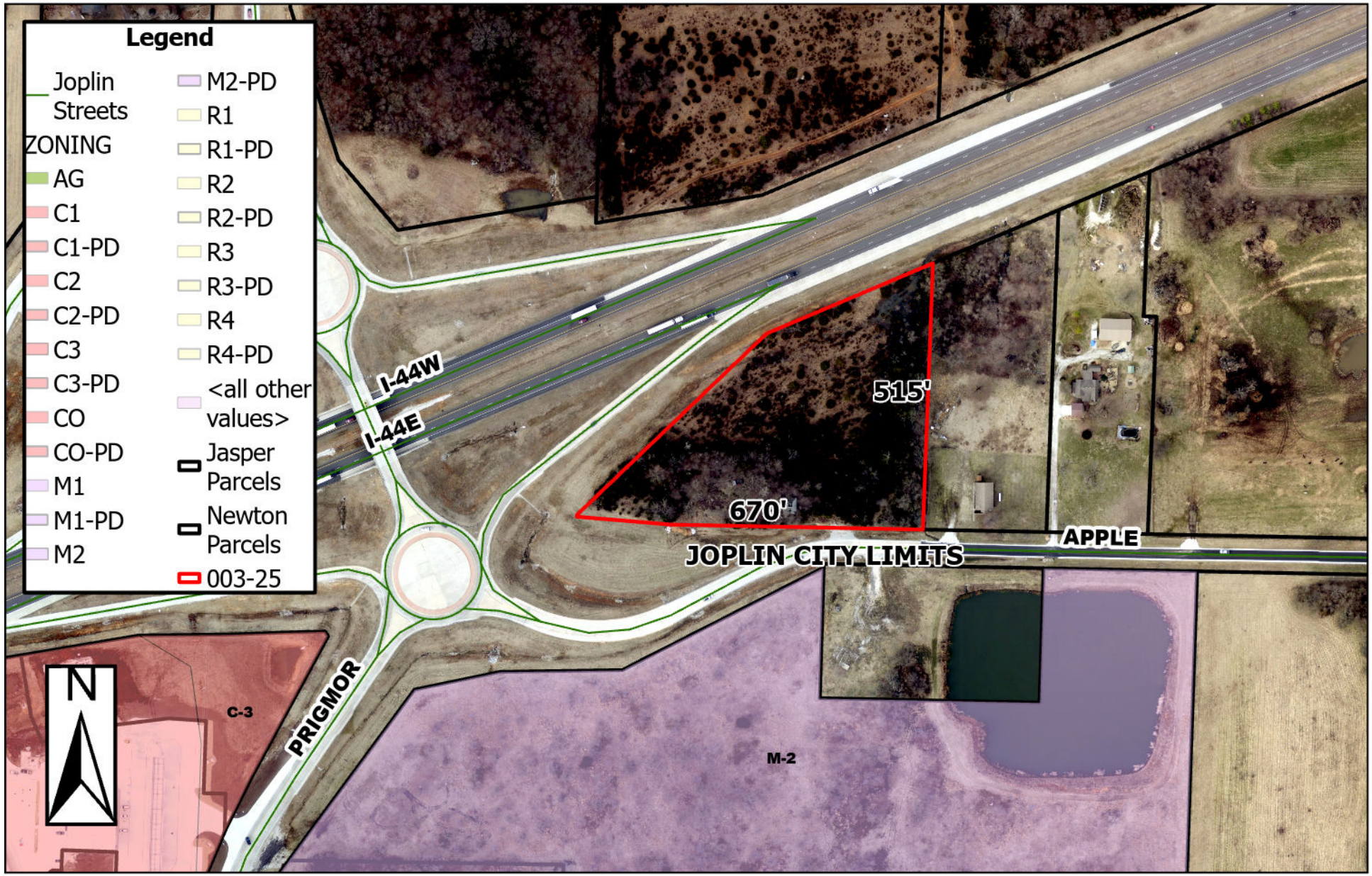
Jasper County Parcel No. 20101100000020000 (93-20-1.0-11-0-0-20.000)

Recorded in Book 2329 at Page 1679 of the Records of Jasper County

LEGAL DESCRIPTION:

Commencing at the Southwest corner of Section 11, Township 27, Range 32, in Jasper County, Missouri, Thence East along the South line of Section 11, 1325.43 feet, thence North 01 degree 16 minutes East a distance of 30 fee to the point of beginning, thence West on line 30 feet North of and parallel with the South line of said Section 11, a distance of 420.06 feet; thence North 00 degrees 26 minutes 20 seconds West a distance of 7.5 feet to a right-of-way marker, thence North 85 degrees 46 minutes 20 seconds West a distance of 245.10 feet to a right-of-way marker; thence North 01 degree 37 minutes 40 seconds East a distance of 194.0 feet to a right-of-way marker on the South right-of-way line of Interstate 44 Highway; thence North 65 degrees 57 minutes 45 seconds East a distance of 735.35 feet along the South right-of-way line of Interstate 44 Highway to a point on said right-of-way line; thence South 01 degree 16 minutes West a distance of 519.56 feet to the point of beginning. Containing 5.54 acres, more or less. Except that part taken or deeded for road purposes.

Case 003-25: Voluntary Annexation



18775 Apple Rd - Voluntary Annexation - A request to voluntarily annex into the Corporate Limits of the City of Joplin - Carl Schell

0 95 190 380 570 760 Feet

P & Z Case 003-25
Carl Schell
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2025-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at 18775 Apple Rd, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

Commencing at the Southwest corner of Section 11, Township 27, Range 32, in Jasper County, Missouri, Thence East along the South line of Section 11, 1325.43 feet, thence North 01 degree 16 minutes East a distance of 30 fee to the point of beginning, thence West on line 30 feet North of and parallel with the South line of said Section 11, a distance of 420.06 feet; thence North 00 degrees 26 minutes 20 seconds West a distance of 7.5 feet to a right-of-way marker, thence North 85 degrees 46 minutes 20 seconds West a distance of 245.10 feet to a right-of-way marker; thence North 01 degree 37 minutes 40 seconds East a distance of 194.0 feet to a right-of-way marker on the South right-of-way line of Interstate 44 Highway; thence North 65 degrees 57 minutes 45 seconds East a distance of 735.35 feet along the South right-of-way line of Interstate 44 Highway to a point on said right-of-way line; thence South 01 degree 16 minutes West a

distance of 519.56 feet to the point of beginning. Containing 5.54 acres, more or less. Except that part taken or deeded for road purposes.

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 2024-257 – Voluntary Annexation

MEETING DATE:
February 3, 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 004-25: Property near the NE corner of Prigmor and I-44 – A request to voluntarily annex into the Corporate Limits of the City of Joplin – Joplin Industrial Development Authority

BACKGROUND:

This property lies near the intersection of I-44 and Prigmor Ave. The property is made contiguous with the annexation of property in case 003-24.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs presented the case. He explained that there was an issue with the map and that it did not correctly reflect the area that was requested to be annexed. Mr. Bellairs requested that this case be tabled.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends striking Council Bill 2025-257
Planning & Zoning Commission recommends tabling Case 004-25 (6 in Favor, 0 Opposed, 1 Absent)

ATTACHMENTS

Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

Z&P Meeting: January 13, 2025
City Council Meeting: February 3, 2025

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Voluntary Annexation

CASE 004-25 A request to voluntarily annex property into the City of Joplin

LOCATION Property near the NE corner of Prigmor and I-44

APPLICANT Joplin Industrial Development Authority

EXISTING CONDITIONS

Zoning	Land Use	Property Size
N/A (Jasper, MO)	Vacant	Approximately 9 acres

DISCUSSION

This property lies near the intersection of I-44 and Prigmor Ave. The property is made contiguous with the annexation of property in case 003-24. Just north of the existing Joplin Industrial Park, and with its close proximity to the interstate, the land is suitable for future industrial development.

The property is currently vacant.

Newly incorporated property enters the City of Joplin as R-1 (Single-Family Residential).

Staff recommends approval of Case 004-25.

ENCLOSURES

- Map of area to be annexed
- Application

CASE 004-25: VOLUNTARY ANNEXATION

Property near the NE corner of Prigmor and I-44 – Voluntary Annexation- A request to voluntarily annex into the Corporate Limits of the City of Joplin- Joplin Industrial Development Authority

Mr. Kimble asked if the applicant would step forward and state their name and address for the record.

Mr. Bellairs presented the case on behalf of the Joplin Industrial Development Authority.

Mr. Bellairs explained that this case goes with case 003-25. Mr. Bellairs asked the commission to make a motion to table this case due to incorrect information on the map that was provided.

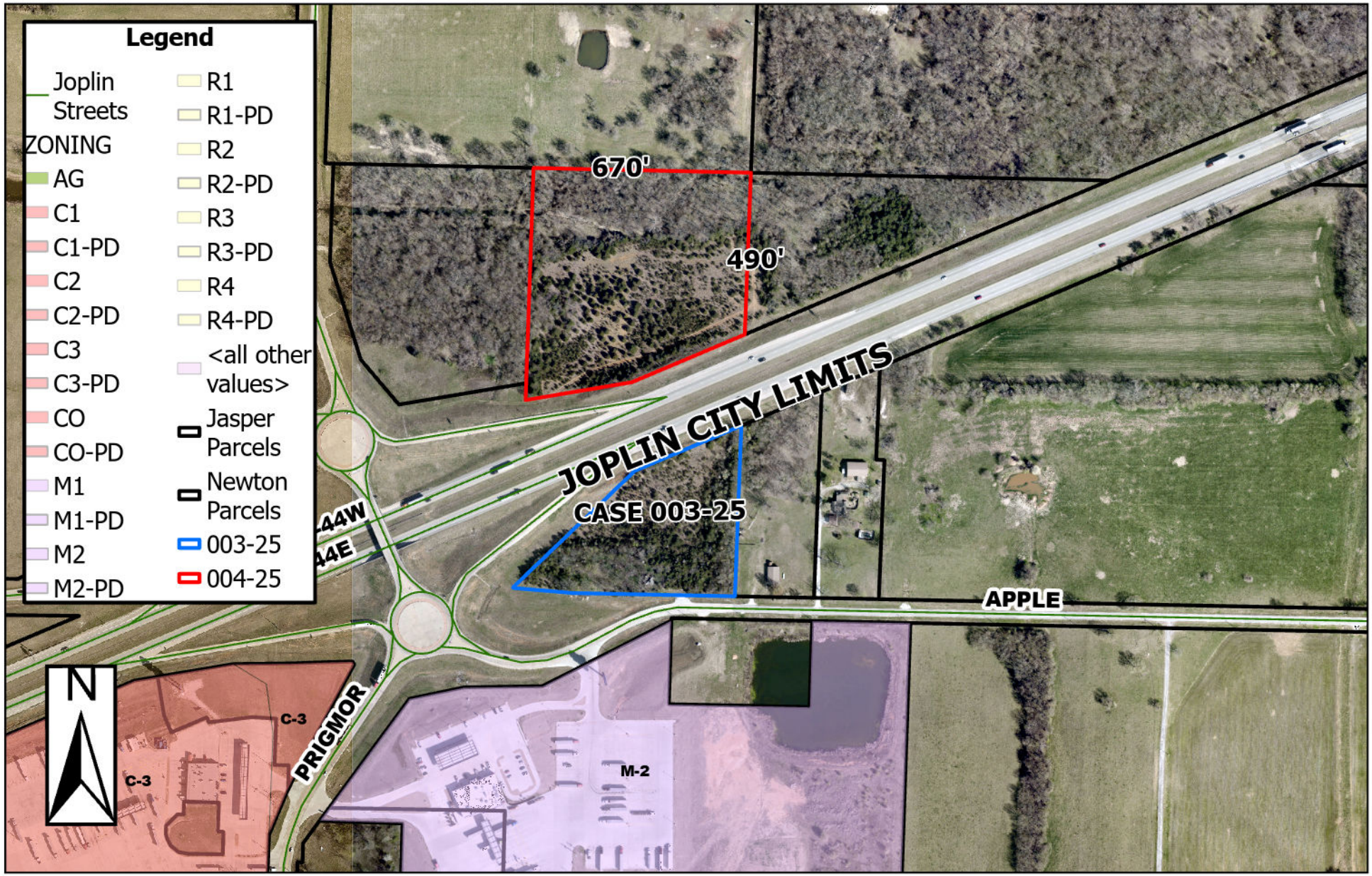
Mr. Kimble asked the commission if they had any questions for the representative.

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 TABLE CASE 004-25. THIS MOTION WAS SECONDED BY MS. PHILLIPS. MOTION CARRIED. (6 IN FAVOR, 0 OPPOSED, 1 ABSENT)

Case 004-25: Voluntary Annexation



Property near the NE corner of Prigmor and I-44 - A request to voluntarily annex into the Corporate Limits of the City of Joplin - Joplin Industrial Development Authority

0 145 290 580 870 1,160
Feet

Voluntary Annexation Procedures

The voluntary annexation of land into the City of Joplin requires procedures established by the Missouri State Statutes. This section of the law is attached for your use. To further assist in the procedures, the following checklist is provided.

1. The property to be annexed must be compact and contiguous to the existing boundaries of the City of Joplin. This must be determined to ensure that there are no unincorporated areas between the area to be annexed and the City of Joplin.

2. If the requested annexation area consists of single or multiple tracts of land a Petition requesting the annexation must be signed by all the owners of all fee interests of record in all tracts of real property to be annexed. This means that both a husband and wife must sign, however, a mortgage holder such as a bank does not need to sign. Please note that all signatures must be notarized. A form is included in this packet for your use.

3. The petition must be filed with the office of the City Attorney for verification. Attached to the petition must be a legal description describing the boundary of the property requested for annexation.

4. The petition will be referred to the Planning and Zoning Commission and City Council for Public Hearing. This will determine the ability of the City to provide services within a reasonable amount of time and whether the land is reasonable and necessary for the development of the City.

5. If there are no written objections filed within fourteen (14) days by two (2) qualified voters in the area or by at least two percent (2%) of the qualified voters of the City, then, the City may complete the annexation by the adoption of an ordinance.

6. Upon completion of the above process, the City will file notice of the annexation with the County Clerk's Office in the county in which the annexed property lies.

Note: If you have any questions, you may call the Planning Division at 417-624-0820, ext. 1511, or email Zoning-Planning@JoplinMO.org for assistance.

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

_____

_____

STATE OF _____)
) ss:
COUNTY OF _____)

On this _____ day of _____ 20 ___, before me appeared _____

_____

_____

_____, to me known to be the _____

_____ of _____

_____, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its _____ of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public _____

My commission expires: _____

BEFORE THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI

PETITION FOR VOLUNTARY ANNEXATION PURSUANT TO 71.012, RSMo.

TO WHOM IT MAY CONCERN:

Pursuant to the terms of V.A.M.S. 71.02, the undersigned, being all of the owners of fee interests of record in all tracts of real property attached hereto and incorporated herein as Exhibit "A", do hereby request the voluntary annexation of said land to the City of Joplin, Missouri.

Travis Stephens
Vice President, Joplin Industrial Development Authority

STATE OF Missouri)
) ss:
COUNTY OF Jasper)

On this 13th day of December 20 24 before me appeared Travis Stephens, to me known to be the Vice President of Joplin Industrial Development Authority, and the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Vice President of the consideration stated therein and no other, and said _____ acknowledged said instrument to be the free act and deed of said corporation, and that the allegations contained therein are true.

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

Notary Public _____

MELISSA DIANN WILLIAMS
Notary Public -- Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Dec. 14, 2026
Commission #21732170

My commission expires: December 14, 2025

Voluntary

Annexation Application

Corporation

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.: 004-25
Filing Fee: $0.00
Received: 12/6/24
Proj. No.: 25-607

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation, you will need to complete this form for each parcel of property.

Owner Name: Joplin Industrial Development Authority Phone No. 417-624-4150

Email: travis@joplincc.com

Applicant Name: Same Phone No. _____

Email: _____

Mailing Address: _____

Annexation Property Location: I-44 & S Prigmor

_____

Present Use of Property: Vacant

Residential Information (if no present of future residences, you may skip this section.)

Number of presently occupied or occupiable:

Single-family residences: 0

Duplex residences: 0

Triplex residences: 0

Apartment house residences: 0

Apartment complex units: _____

Number of future occupiable:

Single-family residences: _____

Duplex residences: _____

Triplex residences: _____

Apartment house residences: _____

Apartment complex units: _____

Name of water provider, or list 'well': _____

Name of sewer provider, or list 'septic': _____

Commercial Information (if no present commercial use, you may skip this section.)

Business #1
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

Business #2
Business Name: _____

Mailing Address: _____

Owner/Manager Name: _____

Phone No. _____ Email: _____

Landlord Name: _____ Phone No. _____

Missouri Sales Tax ID No. _____

Liquor Sales: Yes ◯ No ◯

REQUIRED VOLUNTARY ANNEXATION INFORMATION

JOPLIN

FINANCE DEPARTMENT

*******THIS FORM MUST BE SUBMITTED WITH YOUR VOLUNTARY ANNEXATION PETITION*******

Please complete the following information as it pertains to the requested voluntary annexation property. If you own more than one parcel in which you are requesting annexation you will need to complete this form for each parcel of property.

Property Owner Name: Joplin Industrial Development Authority **Telephone Number:** 417-624-4150

Property Address: N/A

1. **Is the annexation the result of an out-of-town sewer agreement?** _____ **Yes** X **No**
2. **Is this property residential property?** _____ **Yes** X **No**
3. **Are there any businesses located on this property?** _____ **Yes** X **No**

If yes, how many businesses are located on this property? NA

Please list the following information for each business located on the property:

Business #1:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ **Yes** _____ **No**

Business #2:

Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ **Yes** _____ **No**

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ **Yes** _____ **No**

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No (Over)

Business #3: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

Business #4: Business Name: _____

Business Mailing Address: _____

Name of Owner or Manager: _____

Business Contact Phone Number: _____

Is the Property Leased to the Business? _____ Yes _____ No

Type of Business (example: insurance, repair shop, etc.) _____

Does the business sell retail items? _____ Yes _____ No

If yes, what is their Missouri Sales Tax ID Number? _____

Does the business sell liquor? _____ Yes _____ No

/MENTS

Are there residential living units on the property that are occupied or capable of being occupied? _____Yes ___X_____No

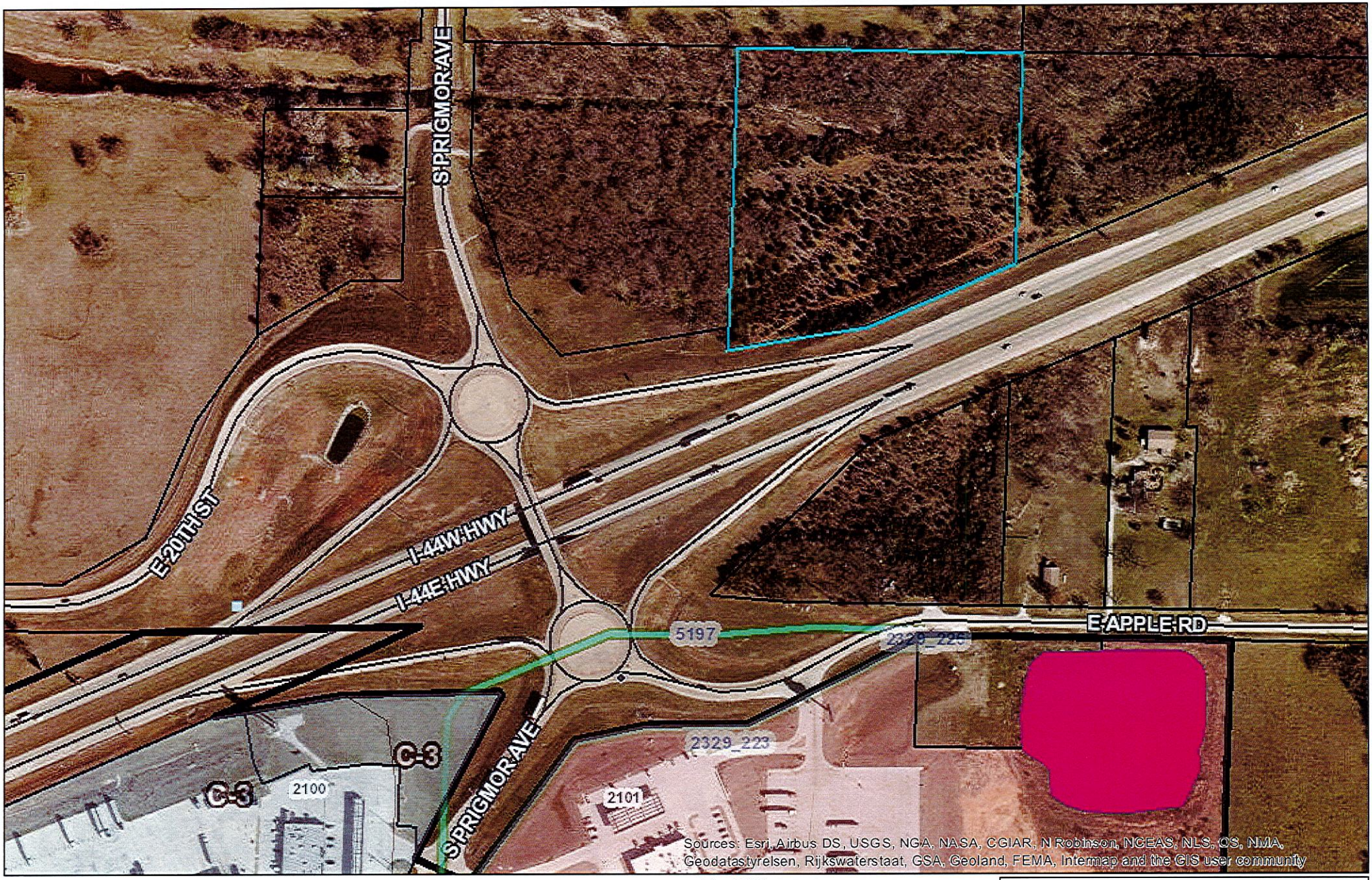
If Yes, how many
Single-family house(s) _____ Amount
Duplex(s) _____ Amount
Tri-plex(s) _____ Amount
Apartment House(s) _____ Amount
Apartment Complex(s) _____ Amount

Do you plan to build residential living units on the property _____Yes ___X_____No

If Yes, how many
Single-family house(s) _____ Amount
Duplex(s) _____ Amount
Tri-plex(s) _____ Amount
Apartment House(s) _____ Amount
Apartment Complex(s) _____ Amount

Are (or Will) the living unit(s) be on a well _____ Yes ___X_____No
If NO, please furnish the name of the water company _____

Are (or Will) the living unit(s) have a septic system? _____ Yes ___X_____ No
If NO, please furnish the name of the municipal sewer system _____



Date: 12/6/2024

1 " = 376 '

0 0.035 0.07 0.14 mi

N

Street_View

Inlets

Pipes/Channels

StormWater_Detention_Ponds

DISCLAIMER

This drawing is neither a legally recorded map or a survey and is not intended to be used as one. This map is compilation of records, information, and data located from the City of Joplin, Jasper and Newton Counties, and other State and Federal Offices, and other sources, affecting the area shown, and is to be used for reference purposes only. The City is not responsible for any inaccuracies herein.

EXHIBIT A

Legal Description

MI TIERRA PARTNERS, LP to THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF JOPLIN, MISSOURI

All of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-seven (27), Range Thirty-two (32), Jasper County, Missouri, AND

All of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 11, Township 27, Range 32, lying North of Interstate 44 in Jasper County, Missouri, AND

All of the South 10 acres of the North Half (N1/2) of the Northwest Quarter (NW1/4), and All of the South Half (S1/2) of the Northwest Quarter (NW1/4), and All of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and All of the North Half (N1/2) of the Southeast Quarter (SE1/4) lying North of Interstate Highway I-44, all being located in Section 11, Township 27, Range 32, Jasper County, Missouri, EXCEPT

All that part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 27N, Range 32W, Jasper County, Missouri, described as beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 11, thence North along the West line of Section 11, 163.48 feet, thence South 89 degrees 06 minutes 30 seconds East, 584.60 feet, thence South 02 degrees 08 minutes 30 seconds West, 146.40 feet to the South line of said Southwest Quarter of the Northwest Quarter, thence South 89 degrees 13 minutes 05 seconds West 579.12 feet to the point of beginning, except any part taken or deeded for road purposes.

P & Z Case 004-25
Joplin Industrial Development Authority
(P & Z Recommended to Table)

COUNCIL BILL NO. 2025-256 ORDINANCE NO.

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally located at NE corner of Prigmor and I-44, Jasper County, Missouri.

WHEREAS, pursuant to Section 71.012, RSMo, 2001, as amended, a Petition requesting annexation and signed by the owners of all fee interests in record in the tract of real property described herein, was presented to the governing body of the City of Joplin, Missouri; and,

WHEREAS, pursuant to Section having referred this matter to the Planning and Zoning Commission for Public Hearing thereon and having obtained the favorable recommendation and support of said annexation; and,

WHEREAS, having held a Public Hearing concerning the proposed annexation not less than fourteen (14) nor more than sixty (60) days after the Petition is received after first having given fifteen (15) days' notice of the Hearing in the Joplin Globe; and,

WHEREAS, after said Public Hearing, the City of Joplin determines that the annexation is reasonable and necessary to the proper development of the City of Joplin, and that the City of Joplin has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and,

WHEREAS, having received no written objections to the proposed annexation within fourteen (14) days after the Public Hearing.

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

Section 1. That the following described tract of land be and the same is hereby annexed into the City of Joplin, Missouri, said tract of land be described as follows, to-wit:

All of the Northeast Quarter (NE1/4) of Section Eleven (11), Township Twenty-seven (27), Range Thirty-two (32), Jasper County, Missouri, AND

All of the East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 11, Township 27, Range 32, lying North of Interstate 44 in Jasper County Missouri, AND

All of the South 10 acres of the North Half (N1/2) of the Northwest Quarter (NW1/4), and All of the South Half (S1/2) of the Northwest Quarter (NW1/4), and All of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4), and All of the North Half

(N1/2) of the Southeast Quarter (SE1/4) lying North of Interstate Highway I-44, all being located in Section 11, Township 27, Range 32, Jasper County, Missouri, EXCEPT All that part of the Southwest Quarter of the Northwest Quarter of Section 11, Township 27N, Range 32W, Jasper County, Missouri, described as beginning at the Southwest corner of the Southwest Quarter of the Northwest Quarter of said Section 11, thence North along the West line of Section 11, 163.48 feet, thence South 89 degrees 06 minutes 30 seconds East, 584.60 feet, thence South 02 degrees 08 minutes 30 seconds West, 146.40 feet to the South line of said Southwest Quarter of the Northwest Quarter, thence South 89 degrees 13 minutes 05 seconds West 579.12 feet to the point of beginning, except any part taken or deeded for road purposes.

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 2024-252 – Right-of-way Vacation

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 039-24: An alley located at 1036 S Range Line Rd – Alley Vacation – A request to vacate a portion of alley right-of-way – Seneca Enterprises MO, LLC

BACKGROUND:

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

PLANNING & ZONING COMMISSION TESTIMONY:

Max DiCarlo and Andy Seemiller represented the case. They explained that they addressed previous concerns by changing their plan to no longer utilize the roll over curb. Instead, they will be having the area striped.

PUBLIC COMMENT;

Morris Glaze and Darieus Adams spoke in support of the vacation. Mr. Glaze had 43 years of prior experience in the trucking industry and dispatching trucks.

Martha Pope, Norman Cramer, Matt Kincaid, Brett Faubion, and Geary Williams spoke in opposition of the case. Ms. Pope was concerned about traffic on Frost Ave. Mr. Cramer said the trucks will not be able to make the turn. Mr. Kincaid stated he was a truck driver and a farmer. He spoke about the turns and traffic and displaced storm water. Mr. Bellairs replied that all new developments are required to address the stormwater impact. Mr. Williams stated there was a camera placed on his property that he did not authorize and was concerned with traffic.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2025-252
Planning & Zoning Commission recommends approving Case 039-24 (4 in Favor, 3 Opposed, 0 Absent)

ATTACHMENTS
Staff Planning Report
P&Z Commission Minutes
Applicant Materials
Map

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Vacation

CASE 039-24 A request to vacate alley right-of-way.

APPLICANT Seneca Enterprises MO, LLC

REPRESENTATIVE First Street Development, LLC

LOCATION 1036 S Range Line Rd

EXISTING CONDITIONS

Easement Type(s)	Easement Size
Alley	Approximately 20′X120′

REASON FOR VACATION

The owner of the property located at 1036 S Range Line Rd also owns the property west of the alley. They wish to vacate this portion of the alley right-of-way so that they can run their drive through it. There will be alternative access by rerouting access through Frost Ave and recording an easement agreement with the City. Frost Ave is a platted street, and the applicant will be improving a portion of Frost Ave at their own expense.

Since the applicant′s last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

UTILITIES CURRENTLY LOCATED IN THE EASEMENT?

There are existing utilities in the right-of-way. There is a sanitary sewer main running north to south through this alley. Utility easements are to remain, this is only a vacation of right-of-way.

UTILITIES PLANNED TO LOCATE IN THE EASEMENT?

No comment was provided from the utility companies. All easements will remain.

DISCUSSION

Trash trucks and the public currently utilize the alley for access to the commercial property on this block. While City staff would not usually recommend the vacation of a part of an active alley, the developer is offering to record a public access easement running east to west which would connect Range Line Rd to Frost Ave. Furthermore, they will improve a portion of Frost Ave at their own expense. This will provide an alternative connection, with legally recorded access for the public, businesses on this block, city services (trash, emergency services, etc.). Frost Ave is currently a platted street with no improvements. This will also give the residences at 1030/1032 Frost Ave and 2933/2931 E 11th St an improved street built to City standards.

Since the applicant's last request, they have revised their site plan to remove the roll over curb and replace it with striping in response to the comments from Norman Cramer. The City Traffic Engineer has reviewed the plans and approved them.

Staff recommends approving Case 039-24.

ENCLOSURES

- Application
- Map

CASE 039-24: ALLEY VACATION

An alley located at 1036 S Range Line Rd- Alley Vacation- A request to vacate a portion of alley right-of-way- Seneca Enterprises MO LLC

Mr. Kimble asked the applicant or representative to come forward and state their name and address for the record.

Max DiCarlo and Andrew Seemiller with Frist Street Development of 4700 Bellview Dr. Kansas City, Missouri presented the case on behalf of Seneca Enterprises.

Mr. Seemiller explained that they had made the changes recommended by the City Council. Mr. Seemiller explained that in the revisions to the plans they have changed the use of roll over curbs, to striping and they have widened the necessary areas for ingress and egress. Mr. Seemiller stated that City engineers have stated that this revised plan should improve the overall flow of the site.

Mr. Kimble asked if anyone on the commission had questions for the representative.

Dr. Rosenberg asked Mr. Seemiller, who owned the property to the west of the alley, directly behind the corner property.

Mr. DiCarlo stated that the property Dr. Rosenberg had asked about is currently owned by Seneca Enterprises, whose First Street Development has a purchase and sale agreement with to purchase both sides of the alley.

Dr. Rosenberg asked Mr. DiCarlo if there would be anything preventing them from fencing the property in if they chose to do so.

Mr. DiCarlo stated that there is not anything preventing them from fencing the property in.

Mr. DiCarlo stated that the turning templates provided show that there is no approaching on private property that is being used as a turnaround. Mr. DiCarlo continued to explain that the turning templates also show the use of the WB67 semi-trailer, which is the largest semi-trailer that can be on the roadway.

Mr. Kimble asked Mr. DiCarlo if the property on both sides of the alley way is owned by the developer.

Mr. DiCarlo explained that they are currently owned by the seller, since the property selling is contingent on the approval of the project and are both part of the purchase and sell agreement.

Mr. Kimble asked Mr. Bellairs if it was acceptable to ask for a vacation of the alleyway if the property is not yet owned by the representatives that have proposed the movement of the alleyway.

Mr. Bellairs stated that the current owners had applied for the alley vacation, which is Seneca Enterprises LLC, and they signed an owner affidavit so that First Street Development could present the case on behalf of them. Mr. Bellairs stated that this is a common practice for public hearing cases.

Mrs. Klue- Michael asked the representatives how trucks would get down the alleyway if there were cars in the drive through, if there were cars wanting to enter the drive through from the Range Line entrance.

Mr. DiCarlo stated that at the site was designed to allow car stacking for 19 cars. Mr. DiCarlo continued to explain that a semi-truck may have to wait around a minute if there were more than 19 cars in the stack, to be able to drive through the lot.

Mr. Kimble asked Mr. DiCarlo if cars did not want to exit through the Range Line exit and are trying to exit through the Frost Avenue exit, if this could cause an issue with traffic in the lot.

Mr. DiCarlo explained that they had done a study on the traffic through the site, and there is minimal traffic from large vehicles and only a few times a week, typically not at peak hours, so he does not believe this would be an issue.

Mr. Kimble asked Mr. Bellairs if there should be concern over the roadway at Frost Avenue due to the traffic from large vehicles.

Mr. Bellairs stated that when public streets are designed, they must be constructed to the public works standard and that this street would not receive any more traffic than 11th street currently does due to the large shipments received by business in the area.

Ms. Phillips asked Mr. DiCarlo if cars had the ability to go north or south on Range Line Road.

Mr. DiCarlo stated that cars had the ability to go north or south on Range Line Road. Mr. DiCarlo explained that the plan was reviewed by the Missouri Department of Transportation and they were comfortable with access as proposed, and the tenant can post way finding signs on their own.

Mr. Kimble asked if there was anyone would to like to speak in favor of this case.

Mr. Morris Glaze of 3321 Delaware, Joplin, Missouri asked to speak in favor of this case. Mr. Glaze explained that he had 43 years of experience in the trucking industry and dispatching trucks. Mr. Glaze stated that upon visiting the alley and reviewing the current plans presented, he does not see that there should be any issue with the deliveries being made to current business owners.

Mr. Kimble asked Mr. Glaze if the north side of the alley way that exits onto 10th Street would take be able to take truck traffic and trucks would be able to turn onto 10th Street, then turn onto Range Line.

Mr. Glaze explained that a short trailer would be able to, since there are no obstructions.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Darieus Adams of 2520 Kingsdale St. Joplin, Missouri asked to speak in favor of this case. Mr. Adams continued to explain that the plans presented he believes are adequate for all range of semi-trailers to use. Mr. Adams stated the applicant has gone above and beyond what the City has asked to address the concerns.

Mr. Kimble asked if there was anyone in attendance that would like to speak in favor of this case.

Mr. Kimble asked if there was anyone that would like to speak in opposition to this case.

Martha Pope of 7974 County Road 290, Carl Junction, Missouri asked to speak in opposition to this case. Ms. Pope stated that she is the owner of the property west of the proposed Dutch Brothers location. Ms. Pope explains that her tenant's driveways enter from the alley way, and she believes the proposed changes will cause issues involving her tenant's privacy, trash service and noise issues. Ms. Pope also asked for clarification regarding where the fence would be placed for her tenants if this project was approved.

Mr. Seemiller explained that Ms. Pope's property is to the west of Frost Street and not the alley way in question. Mr. Seemiller continued to explain that the fence will be situated on the east side of Frost Street, where there is currently fencing.

Ms. Pope asked where the trash receptacles will be placed in regard to her property.

Mr. Seemiller explained that the trash receptacles will be placed to the east of the fence, behind the drive through of the proposed business.

Ms. Pope asked if the alley way will allow customers to come and go at all times.

Mr. Kimble explained that there would be several ways, including through the alley way for traffic to go through the area.

Mr. Bellairs stated that the property Ms. Pope owns is on a platted street and that nothing is being vacated there, which is also why she did not receive a letter.

Mrs. Klue- Michale asked Mr. Bellairs for clarification regarding the proposed completion of Frost Avenue.

Mr. Bellairs explained that Frost Avenue will be constructed, but not completed to 10th Street.

Ms. Pope asked if this meant that all of the truck traffic would be going through the street near her property then.

Mr. Kimble stated that this would be correct.

Mrs. Klue- Michael asked Ms. Pope if the only parking available to her tenants was located in the alley.

Ms. Pope explained that this is correct.

Mr. Kimble asked Ms. Pope if her tenants park on Frost Avenue.

Ms. Pope stated that her tenants take Frost Avenue and drive directly into the driveway.

Mr. Kimble asked Ms. Pope if any of her tenants have any small children.

Ms. Pope explained that one of her tenants have grandchildren.

Mr. Kimble asked if there was anyone in the audience that would like to speak in opposition to this case.

Norman Cramer of 1032 S Range Line Road, Joplin, Missouri asked to speak in opposition to this case.

Mr. Cramer stated that the proposed changes would not allow his delivery drivers to make deliveries with the proposed turn templates. Mr. Cramer explained that his delivery drivers stated they would not be comfortable delivering to his business due to safety concerns regarding traffic, which could lead to him losing his suppliers to his business. Mr. Cramer voiced concerns regarding a camera that had been placed in the alley way. Mr. Cramer also explained that many of his elderly customers have voiced concerns about not being able to use the alley way to access his business. Mr. Cramer explained that his deliveries are anywhere from 5AM to 9AM during the weekdays and he feels this would cause backed up traffic since that would be the most realistic time for customers to want coffee.

Mr. Spruce asked Mr. Cramer if his deliveries could be delivered on a small truck due to the lower weight amounts.

Mr. Cramer explained that his deliveries come from the Kansas City area, and he is not the only delivery for his supplier.

Mr. DiCarlo asked to clarify that First Street Development did have the camera installed so they could analyze and make sure they could accommodate the traffic of the area as proposed.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Matt Kincaid of 17534 Baseline Boulevard, Jasper, Missouri and Brett Faubion of 362 NW 50th Road, Jasper, Missouri asked to speak in opposition to this case. Mr. Kincaid explained that he is a truck driver and a farmer. Mr. Kincaid explained that he has concerns about impeding traffic due to the turns required by the semi-trucks. Mr. Kincaid also stated concerns regarding the water flow of the area.

Mr. Bellairs explained that during any new civil project, the City's civil engineers and the applicants' engineers are required to address any issues regarding stormwater. Mr. Bellaris continued to state that he is not a civil engineer and not part of the review regarding the stormwater process for civil projects.

Mr. Kincaid asked Mr. Bellairs what the elevation was currently for the project without pavement being poured for the facility.

Mr. Bellairs stated that he cannot speak to that, as he is not a civil engineer, but the City does have a review process for all new projects.

Mr. Faubion stated concerns regarding the congestion of traffic due to the large turns needed for semi-trailers to make into the parking lot.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

Geary Williams of 2930 Illinois Avenue, Joplin, Missouri asked to speak in opposition to this case. Mr. Williams stated there was a camera put on his property that he did not authorize. Mr. Williams stated he owns near the proposed Dutch Brothers location and has concerns over the traffic that will be brought to this area.

Ms. Phillips asked Mr. Williams if he allows Mr. Cramer to make turns on his property.

Mr. Williams stated that this is correct.

Mr. Kimble asked if there was anyone else in the audience that would like to speak in opposition to this case.

DR. ROSENBERG MADE A MOTION TO APPROVE CASE 039-24. THIS MOTION WAS SECONDED BY MR. LANDIS. MOTION CARRIED. (4 IN FAVOR, 3 NAY)

Vacation of Streets or Easements 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.: 039-24
Filing Fee: $600.00
Received: 11/5/24
Date Advertised: _____
Proj. No. 25-003
Public Hearing Date: 12/9/24

Applicant: First Street Development, LLC. Phone No.: 314.566.8026

Address: 4700 Belleview Ave, Suite 415, Kansas City, MO 64112 Email: andy@firststreetdev.com

Owner: Seneca Enterprises MO, LLC Phone No.: 615.545.6837

Address: 3017 Abigail St., Joplin, MO 64804 Email: ashokpatelabc@gmail.com

Location of Street or Easement: THE NORTH-SOUTH 20 FOOT ALLEY LOCATE BTWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

Type of Vacation: Street Easement (Alley) Plat

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

Yes	No	
X	☐	Private rights will not be injured or endangered by the vacation.
X	☐	The vacation will not cause the public to suffer a loss or inconvenience.
X	☐	In justice to the applicant(s) the vacation should be granted.

Submission of Documents: The following documents are **required** at time of submission.

Yes	No	
X	☐	Legal description of the street, alley, or utility easement to be vacated from a deed of record or certified survey. Digital copies are acceptable. Must be legible.
X	☐	Survey or such other drawing acceptable to the Director of Planning,

Development, & Neighborhood Services depicting the street, alley or public reservation sought to be vacated and the properties and property ownerships surrounding said street, alley, or public reservation.

☐ ☐ N/A

Affidavit(s) from each owner of land adjoining said area that is proposed to be vacated, who are not listed as an applicant, indicating their consent to the vacation.

☐ ☐ N/A

Completed Utility Comments forms from the following utility companies indicating their consent to vacate the easement. The following companies must be contacted, and their consent received, before the Public Hearing can take place.

Utility	Contact	Email	Phone
AT&T	Gene Lollis	IL0967@att.com	417-499-7819
MoAm Water*	Derec Bass	derec.bass@amwater.com	
MoAm Water*	Trenton Mccarty	trenton.mccarty@amwater.com	
MoAm Water*	Bob Kirby	bob.kirby@amwater.com	
Liberty Utilities (Power)	Jeff Lebeda	jeff.lebeda@libertyutilities.com	417-625-6159
Republic Services (Trash)			(800) 431-1507
Cable One/Sparklight	Keri Bledsoe	keri.bledsoe@sparklight.biz	
Spire Energy (Gas)**	Ken Stegall	ken.stegall@spireenergy.com	
Spire Energy (Gas)**	Mandy Butkovich	mandy.butkovich@spireenergy.com	816-472-3767
City Sanitary Sewer	Chris Parker	cparker@joplinmo.org	417-624-0820 x1584
City Stormwater	Steven Martinez	smartine@joplinmo.org	417-624-0820 x1531

*Must contact ALL contacts at MoAm Water.
**Must contact BOTH contacts at Spire Energy.

Signature: _____ **Date:** 10.30.24

DocuSign Envelope ID: 5135B341-3362-4D0C-B26C-00568DCC618F

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

OWNERSHIP AFFIDAVIT AND CONSENT

Comes now Ashok Patel (Property Owner) who, being duly sworn upon his/her oath, does state that he/she is the owner of the property described as Campbell's 1st, Lots 7-10 (legal description) more commonly known as 1036 S Rangeline Rd.. 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 First Street Development to speak on my behalf and act as my Agent at the meeting in Case Number 025-24.

Date: 5/20/24

DocuSigned by:
5/20/2024
Signature of Owner

Signature of Owner

Printed Name

Printed Name

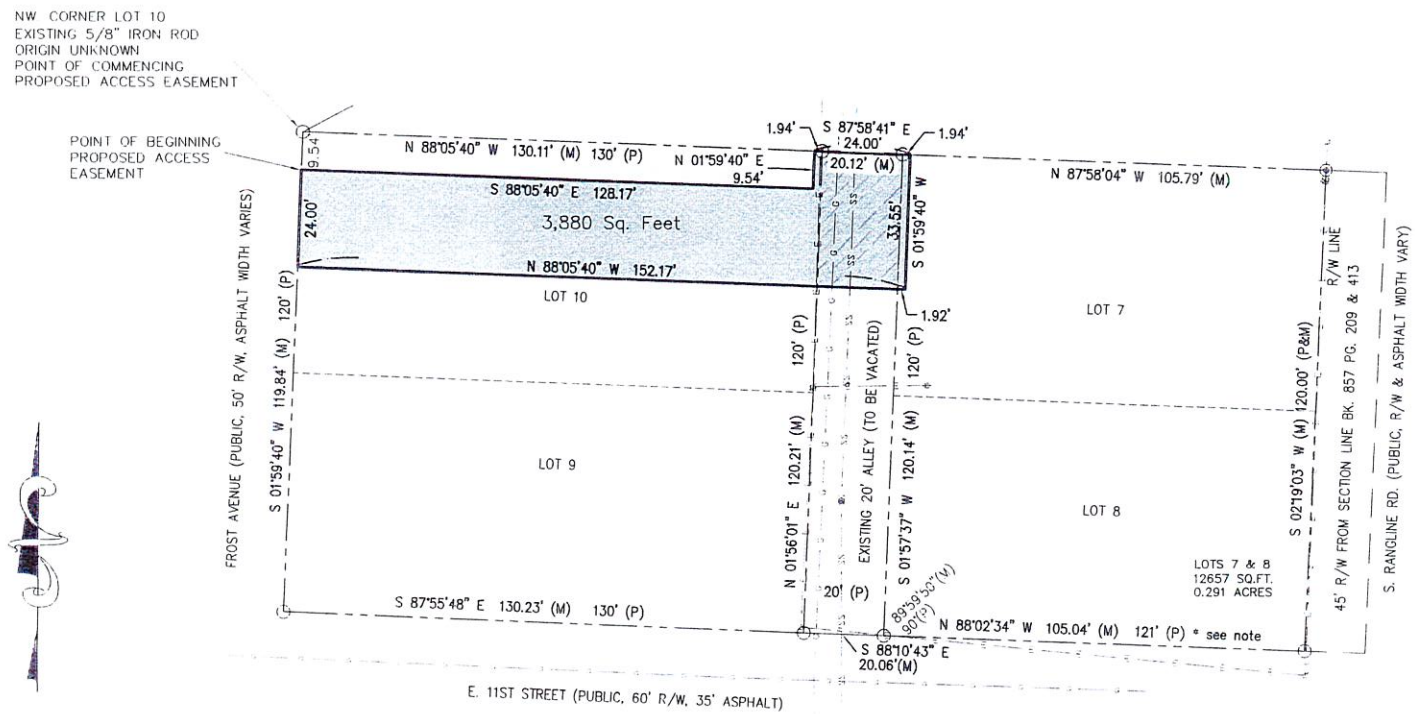
In witness whereof I have hereunto subscribed my name and affixed my official seal this 20th day of May, 2024.

Rayna Jefferis
Notary

RAYNA JEFFERIS
Notary Public, Notary Seal
State of Missouri
Jasper County
Commission # 23348093
My Commission Expires 03-27-2027

My commission expires: 03-27-2027

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.)



0 30 60

SCALE: 1" = 30'

* No corner monuments were set on Easement (Per request)

* Right-of-Way acquired by MoDOT on the East side of Lots 7 & 8 acquired an additional 15' (including the original 30 feet from plat)

SURVEYOR'S CERTIFICATION

I, William A. Booe, a duly licensed Land Surveyor in the State of Missouri, do hereby certify that this plat was prepared from the notes of an actual on the ground field survey done by me or under my direct supervision on April 19, 2024 and that the information shown hereon is true and correct and meets or exceeds current Missouri Minimum Standards for Boundary Surveys

STATE OF MISSOURI
WILLIAM A. BOOE
NUMBER
PLS-2002010970
PROFESSIONAL LAND SURVEYOR
5-20-24

William A. Booe

William A. Booe, PS 2002010970
w.booe@cornerstone-rs.com

LEGEND

○	Existing Iron Rod Origin Uncertain (unless noted)
⊛	Set 1/2"x24" Iron Rod with 1.5" Plastic Yellow Cornerstone Cap Stamped LS110 (unless noted)
- - - -	Boundary Line
———	Easement Line
(M)	Measured Dimension
(D)	Deed Dimension
(P)	Plat Dimension

PROPOSED EASEMENT DESCRIPTIONS & VACATION

PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

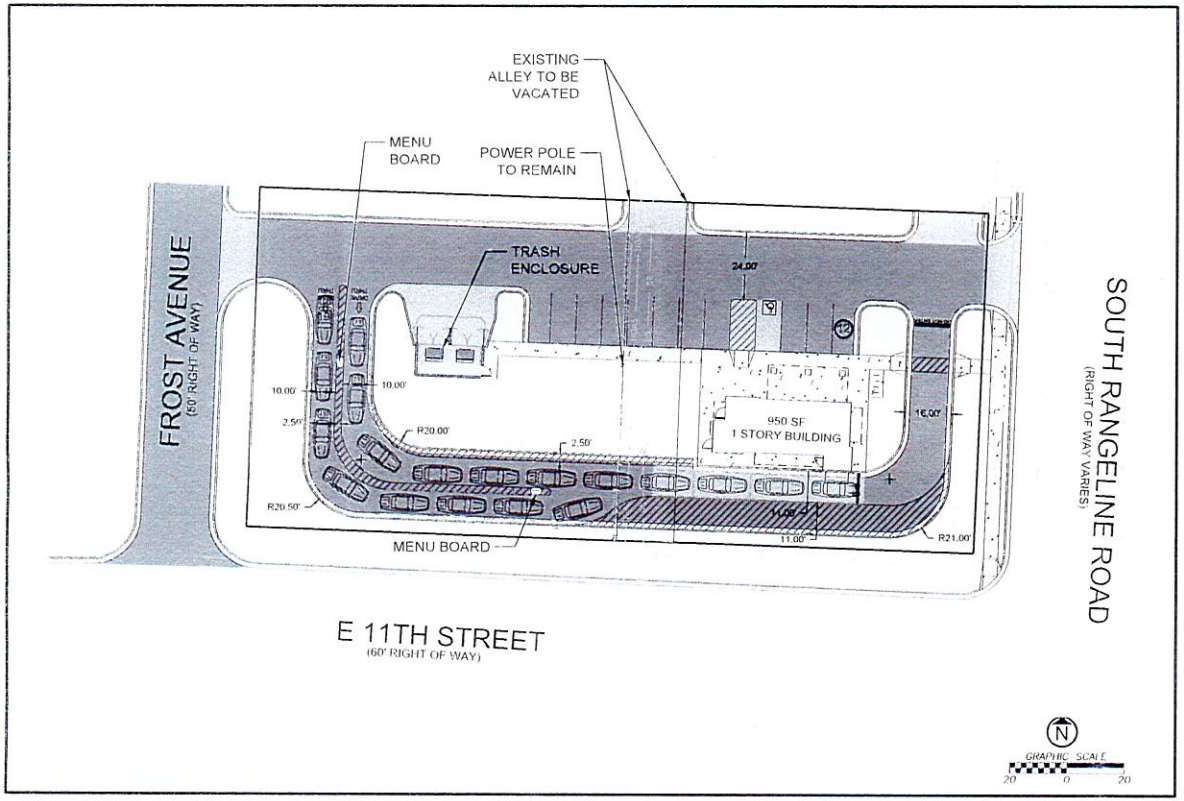
PROPOSED ACCESS EASEMENT
(WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024):

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING; THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET; THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°58'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN; THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

CORNERSTONE
Regional Surveying, LLC
Serving Kansas, Missouri & Oklahoma
617 S Hwy 69 Pittsburg, KS 66762 Ph:620-235-1166

DRAWN BY: RBZ	DATE: 5-17-2024	JOB NO. 1-24020053M ESMT
CHECKED BY: WAB	REVISION DATE: 5-20-2024	REF. JOB NO. N/A
PREPARED FOR: FIRST STREET DEVELOPMENT		

EASEMENT DESCRIPTIONS / ALLEY VACATION
A PORTION OF LOTS 7 & 10, CAMPBELL'S 1ST ADDITION
To The CITY of JOPLIN, JASPER COUNTY, MO.



SITE DATA

ZONING- C-3

TOTAL PROPERTY AREA	0.704 ACRES
DISTURBED AREA	X.XX ACRES

BUILDING DATA

BUILDING GROSS SF	APPROX950 SQ FEET

PARKING DATA

CITY REQUIREMENT - RESTAURANT -1 PER 3 SEATS
(OUTSIDE SEATING EXCLUDED)

REQUIRED PARKING	0
PROVIDED PARKING	12
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- STANDARD DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

NAME
NUMBER

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4970 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

##########

4/1/2024

##########

##########

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PROPOSED ALLEY VACATION AND CONVERTED TO A UTILITY EASEMENT (WRITTEN BY WILLIAM A. BOOE, LS 2002010970, DATED MAY 17, 2024): THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

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When recorded, mail to:

First Street Development, LLC
c/o A&C Ventures, Inc.
465 1st St. W., 2nd Floor
Sonoma, CA 95476
Attention: Legal Department

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement ("**Easement Agreement**") is made this __ day of _____, 2024, by First Street Development, LLC, a California limited liability company ("**FSD**") and the City of Joplin, Missouri (the "**City**").

RECITALS

A. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "A"** ("**Lot 9-10 Parcel**") attached hereto and incorporated herein by this reference.

B. FSD is the owner of certain real property located in Jasper County, Missouri and more accurately described on **Exhibit "B"** ("**Lot 7-8 Parcel**") attached hereto and incorporated herein by this reference.

C. The Lot 9-10 Parcel, and the Lot 7-8 Parcel are sometimes referred to herein individually as a "**Parcel**" and collectively as the "**Parcels**."

D. FSD desires to convey a certain easement for ingress, egress and access over, under, through, upon and across each Parcel.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, FSD does declare and reserve the following:

1. Grant of Access Easement; No Public Dedication.

A. FSD hereby declares a non-exclusive easement for the purpose of ingress and egress over, upon across the Lot 7-8 Parcel and the Lot 9-10 Parcel in the locations depicted on **Exhibit "C"** attached hereto and made a part hereof and more particularly described on **Exhibit "D"** attached hereto and made a part hereof (the "**Access Easement**"). The Access Easement shall be for the use of each Parcel by FSD and any person or entity that becomes the record owner of fee title to either Parcel (each such person or entity, and FSD, are referred to herein individually as an "**Owner**" and collectively, as "**Owners**"), together with (i) the Owners' employees, agents, invitees, and licensees, including, without limitation, (ii) the employees, agents, invitees, and

licensees of any tenant of the Owners (collectively, "**Non-Owner Users**") and the employees, contractors, and agents of the City of Joplin, Missouri (collectively, the "**City Users**"), and (iii) the owners of that certain real property described as Lots 1 through 6 (inclusive) in Campbell's First Addition to the City of Joplin, Jasper, County, Missouri, together with such owners' employees, agents, invitees, and licensees (including any employee, agent, invitee, and licensee of any tenant of such owner) (collectively, the "**Adjacent Parcel Users**") that might require ingress or egress through the Access Easement, subject to the conditions herein contained.

B. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement shall prohibit the use of the Access Easement by the public.

C. FSD and the City do hereby each covenant, acknowledge, and agree that nothing contained in this Easement Agreement is intended, nor shall any part of this Easement Agreement be construed or otherwise deemed in any way, to constitute a dedication for public use of any portion of the Parcels or the Access Easement.

2. Maintenance. Each Owner shall be solely responsible for the maintenance and replacement of that part of the Access Easement located on its own respective Parcel. Such maintenance shall include, without limitation, sweeping, washing, removal of trash, painting and restriping, repair and replacement of paving as necessary.

3. Reserved Rights. Insofar as the proper function of the Access Easement is not impaired, each Owner shall retain the right to the normal use and enjoyment of the Access Easement area for access, egress, open space or similar purpose. Each Owner may grant subsequent easements provided however that no such easement shall interfere with the rights and privileges of the other party granted herein.

4. Remedies and Enforcement.

A. In the event of a breach or threatened breach by (i) an Owner (including any Non-Owner User using the Access Easement due to the invitation of, relationship with, or agreement with such Owner) or (ii) the City (or any City User) (the "**Defaulting Owner**") of the provisions hereof, any other Owner (the "**Non-Defaulting Owner**") shall be entitled to full and adequate relief by injunction and other available legal and equitable remedies.

B. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Easement Agreement within thirty (30) days following written notice thereof, the Non-Defaulting Owner shall have the right to perform such obligations contained in this Easement Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof. Notwithstanding the foregoing, in the event of an emergency the Non-Defaulting Owner may immediately cure a default and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof.

C. In any legal or equitable proceeding to determine the rights of the parties to enforce or restrain the breach of this Easement Agreement, the unsuccessful party shall pay the reasonable attorneys' fees and costs of the prevailing party. The remedies set forth herein shall be cumulative and in addition to all of the remedies permitted at law or in equity.

5. Easement Runs with Land. The Access Easement is for the benefit of and appurtenant to each Parcel and also burdens each Parcel. The rights and obligations imposed by this Easement Agreement shall run with the land. The acceptance by any person or entity of any interest in the Lot 7-8 Parcel or the Lot 9-10 Parcel, or any portion of any of them, constitutes an agreement by such person or entity to perform all obligations imposed hereby and not to use, occupy or allow any use or occupancy of its property in a manner that would violate or breach any of the provisions of this Easement Agreement.

6. Successors and Assigns. This Easement Agreement shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. No third party shall be entitled to enforce any term, covenant or condition of this Easement Agreement, or have any rights hereunder.

7. Amendment. This Easement Agreement may only be amended by a recorded document executed by the Owners of the Parcels.

8. Waiver. No waiver of, acquiescence in, or consent to any breach of any term, covenant or condition of this Easement Agreement shall be construed as a waiver of or acquiescence in, or consent to any other, further, or succeeding breach of the same or any other term, covenant or condition.

9. Severability. If any term or provisions of this Easement Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Easement Agreement shall not be affected thereby, and each such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

10. Applicable Law. This Easement Agreement shall be recorded in the office of the County Recorder of Jasper County, Missouri. The Easement Agreement shall be construed, governed and enforced in accordance with the laws of the State of Missouri.

11. Counterparts. To facilitate execution, this Declaration may be executed in as many counterparts as may be deemed appropriate by the parties hereto, all of which when taken together shall comprise one agreement.

[Signature Page(s) Follow]

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

FSD:

FIRST STREET DEVELOPMENT, LLC,
a California limited liability company

By: _____

Name: Max DiCarlo

Its: Director

ACKNOWLEDGEMENT

STATE OF Kansas)
) **SS:**
COUNTY OF Johnson)

On 12th of July 2024 before me, Arricka Erwin, Notary Public, personally appeared Max DiCarlo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ARRICKA ERWIN
Notary Public-State of Kansas
My Appt. Expires 12-19-2026

IN WITNESS WHEREOF, the undersigned has executed this Easement Agreement effective the date first above written.

CITY:

CITY OF JOPLIN, MISSOURI

By: _____

Name: _____

Its: _____

ACKNOWLEDGEMENT

STATE OF_____)
) SS:
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

(Legal Description of Lot 9-10 Parcel)

All of Lots Numbered Nine (9) and Ten (10) in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "B"

(Legal Description of the Lot 7-8 Parcel)

All of Lots Numbered Seven (7) and Eight (8), except the East 15.00 feet taken for road right of way, all in Campbell's First Addition to the City of Joplin, Jasper County, Missouri.

Exhibit "C"

(Depiction of Access Easement)

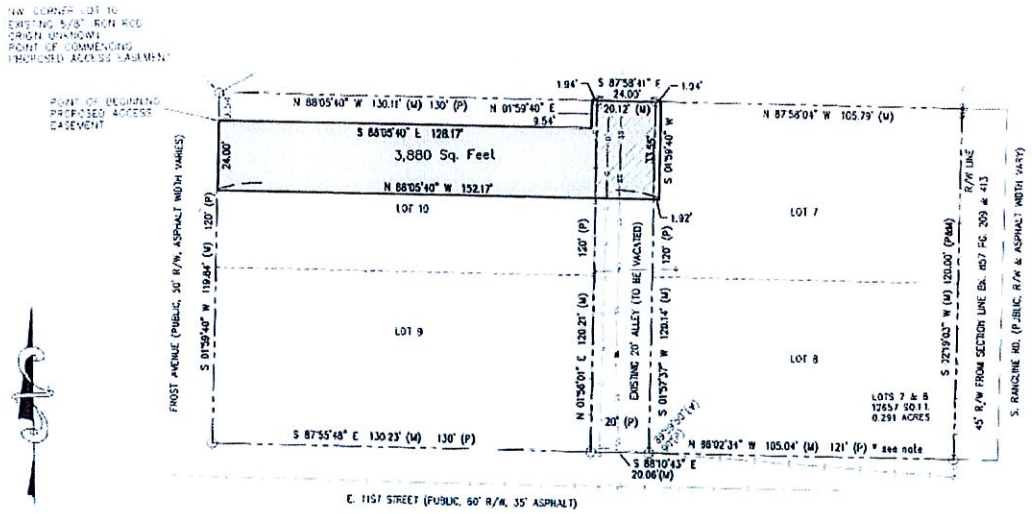
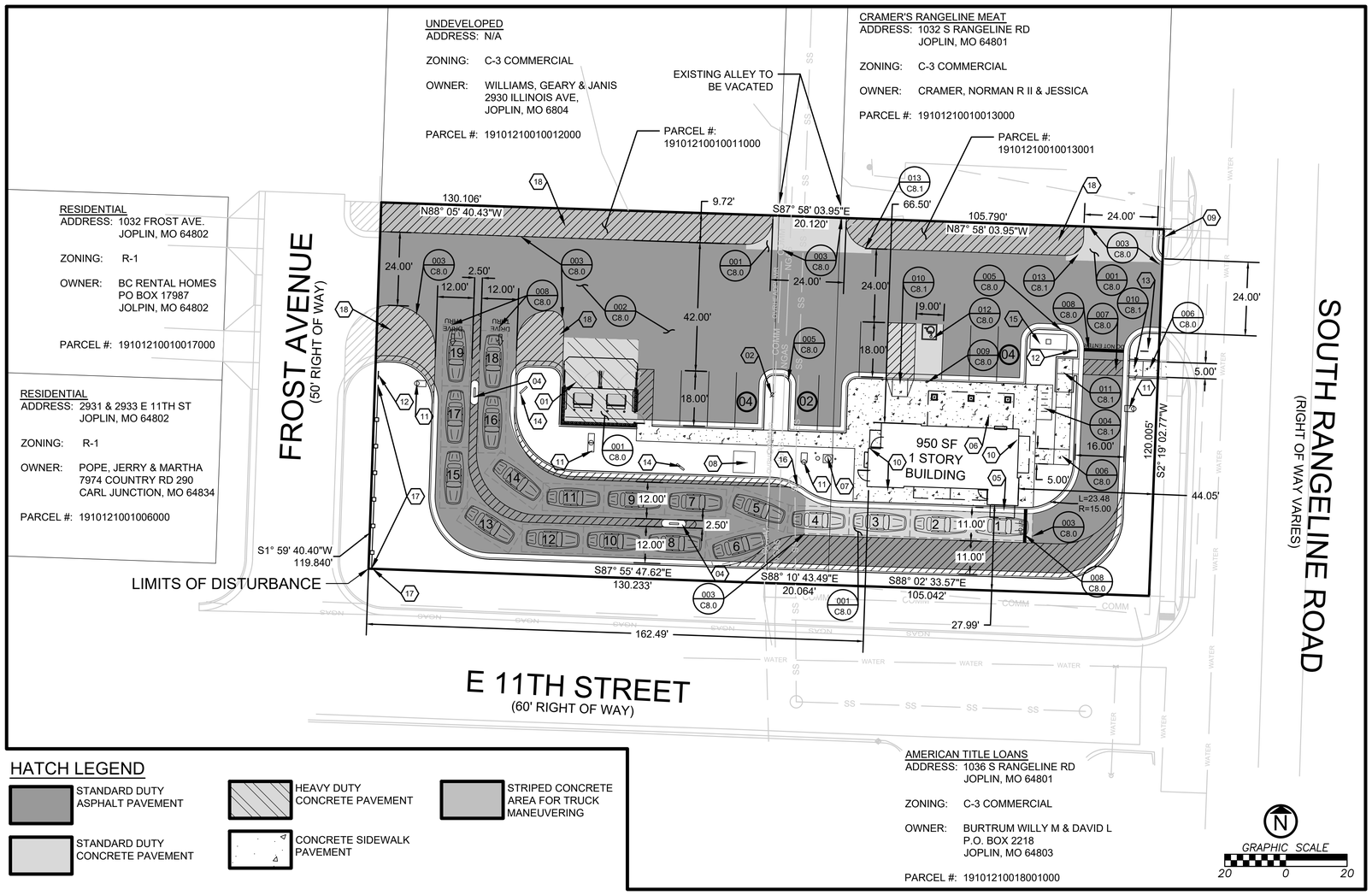


Exhibit "D"

(Legal Description of Access Easement)

A TRACT OF LAND LOCATED IN A PORTION OF LOT 7 AND LOT 10 AND THE ADJACENT ALLEY IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10, THENCE S 01°59'40" W, ALONG THE WEST LINE OF SAID LOT 10, 9.54 FEET TO THE POINT OF BEGINNING, THENCE S 88°05'40" E, BEING PARALLEL TO THE NORTH LINE OF SAID LOT 10, 128.17 FEET, THENCE N 1°59'40" E, 9.54 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10 AND BEING 1.94' WEST OF THE NORTHEAST CORNER OF LOT 10; THENCE S 87°56'41" E, 24.00 FEET TO A POINT LYING 1.94 FEET EAST OF THE NORTHWEST CORNER OF LOT 7 OF SAID CAMPBELL'S FIRST ADDITION TO JOPLIN, THENCE S 01°59'40" W, 33.55 FEET TO A POINT LYING 1.92 FEET EAST OF THE WEST LINE OF SAID LOT 7; THENCE N 88°05'40" W, BEING PARALLEL WITH THE NORTH LINE OF LOT 10, 152.17 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE N 01°59'40" E, ALONG THE WEST LINE OF SAID LOT 10, 24.00 FEET TO THE POINT OF BEGINNING CONTAINING 3880 SQUARE FEET, MORE OR LESS.

SITE PLAN



HATCH LEGEND

- STANDARD DUTY ASPHALT PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- STRIPED CONCRETE AREA FOR TRUCK MANEUVERING
- STANDARD DUTY CONCRETE PAVEMENT
- CONCRETE SIDEWALK PAVEMENT

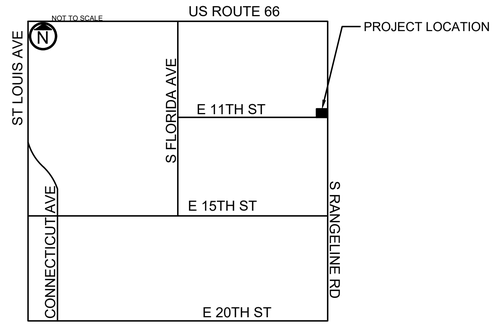
CONSTRUCTION NOTES

01 POWER POLE TO REMAIN
02 TRASH ENCLOSURE
03 STANDARD PARKING MARKINGS. SEE NOTES ON STRIPING DETAIL FOR SPECS
04 6" EXPOSED CONCRETE ISLAND WITH MENU BOARD. SEE SIGN PLANS
05 DRIVE THRU WINDOW. SEE ARCHITECTURAL PLANS
06 CANOPY. SEE ARCHITECTURAL SHEETS FOR DETAIL
07 50 GALLON GREASE INTERCEPTOR. SEE UTILITY PLAN (C5.0)
08 TRANSFORMER PAD. SEE UTILITY PLAN (C5.0)
09 EXISTING 1" DOMESTIC WATER SERVICE METER TO BE REUSED
10 ROOF DRAIN TO DAY LIGHT AT CURB. SEE UTILITY PLAN (C5.0)
11 LIGHT POLE ASSEMBLY. SEE STRUCTURAL PLANS FOR BASE DETAIL
12 DRIVE THRU SIGN. SEE SIGN PLAN
13 EXIT ONLY/THANK YOU SIGN
14 MENU BOARD. SEE SIGN PLAN
15 35' TALL PYLON SIGN. SEE SIGN PLAN
16 SANITARY MANHOLE RIM TO BE RAISED. SEE GRADING PLAN (C4.0)
17 PROPOSED 6' VINYL SIGHT PROOF FENCE
18 STRIPED CONCRETE AREA FOR TRUCK MANEUVERING. SEE NOTES ON STRIPING DETAIL FOR SPECS

DETAIL CALLOUTS

001 CONCRETE PAVEMENT SECTION
002 ASPHALT SECTION
003 THICKENED END SECTION
004 BIKE RACK
005 CURB AND GUTTER
006 SIDEWALK SECTION
007 CROSSWALK STRIPING
008 STANDARD PAVEMENT MARKINGS
009 ADA SIGN
010 ADA RAMP TYPE 1
011 ADA RAMP TYPE 2
012 ADA PAVEMENT MARKINGS

SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ZONING-	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES
DISTURBED AREA	.702 ACRES

BUILDING DATA

BUILDING GROSS SF	950 SF

PARKING DATA

CITY REQUIREMENT -RESTAURANT: 1 PER 3 SEATS. OUTSIDE SEATING EXCLUDED

REQUIRED PARKING	0
PROVIDED PARKING	10
ADA ACCESSIBLE REQUIRED	1
ADA ACCESSIBLE PROVIDED	1

LEGAL DESCRIPTION

ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT
FIRST STREET DEVELOPMENT
4700 BELLEVIEW AVE.
SUITE 415
KANSAS CITY, MO
64112

ENGINEERING FIRM OF RECORD
aubry enterprises.
KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

DUTCH BROS COFFEE
JOPLIN, MO

9/17/2024

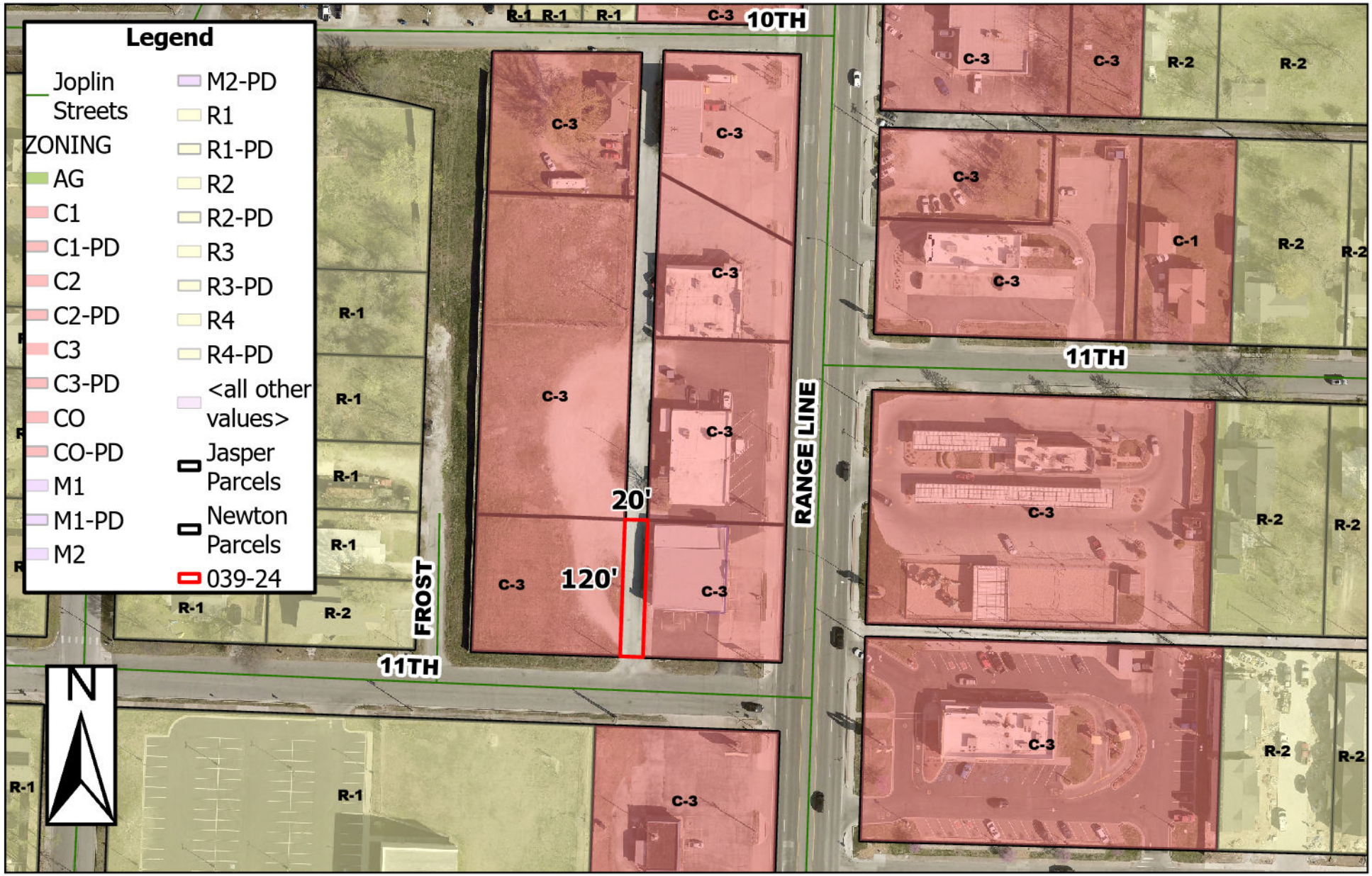
CIVIL IMPROVEMENTS

1036 S RANGELINE RD
JOPLIN, MO
64801

SITE PLAN

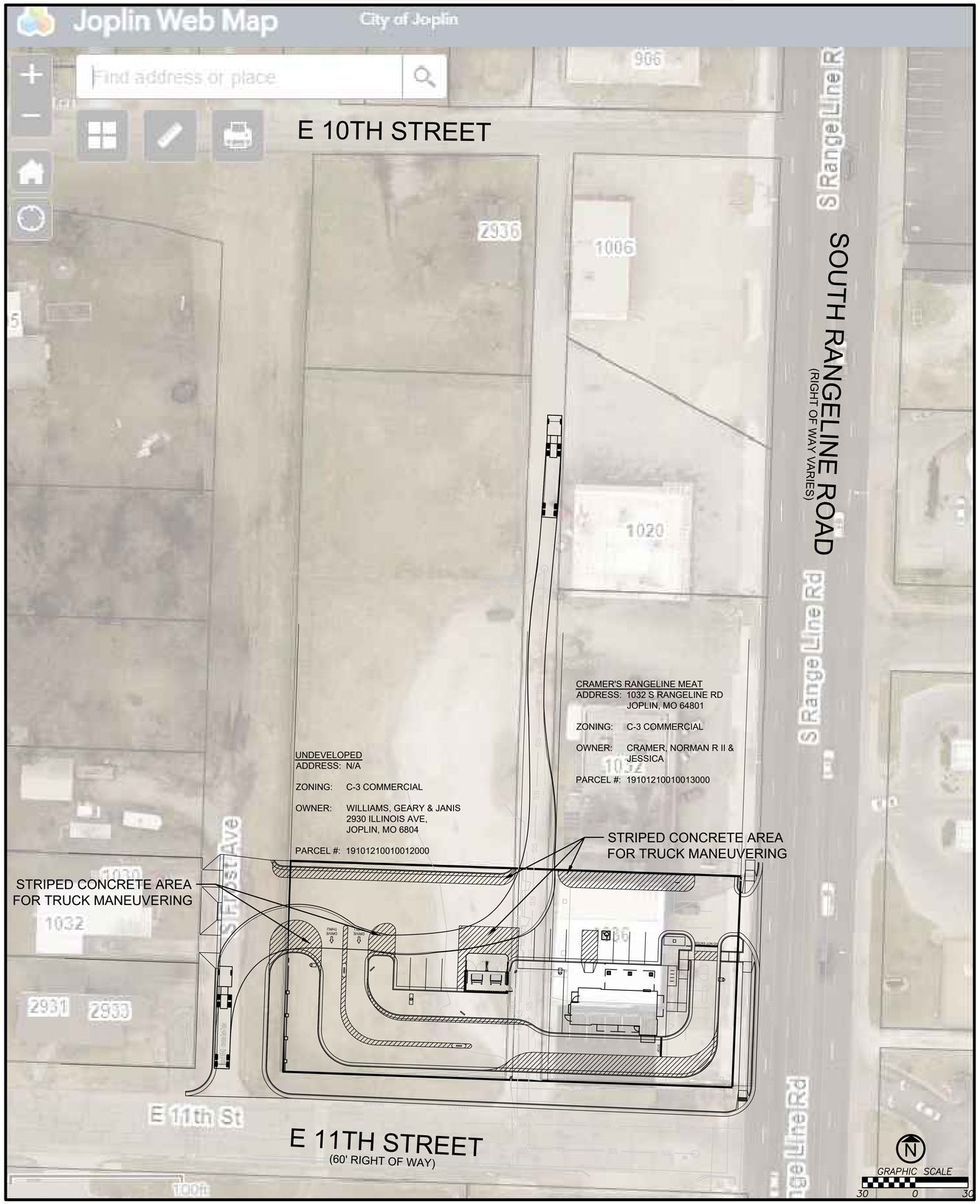
C2.0

Case 039-24: Alley Vacation

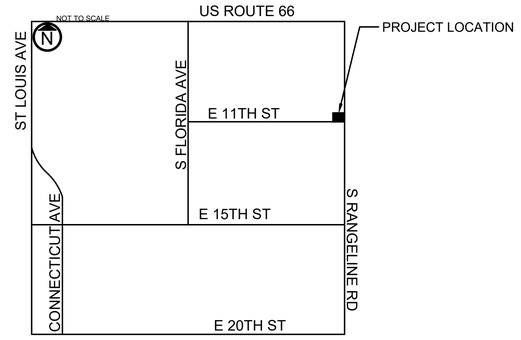


An alley located at 1036 S Range Line Rd - Alley Vacation -
A request to vacate a portion of alley right-of-way -
Seneca Enterprises MO, LLC

TURN RADIUS- SEMI TRUCK (NORTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

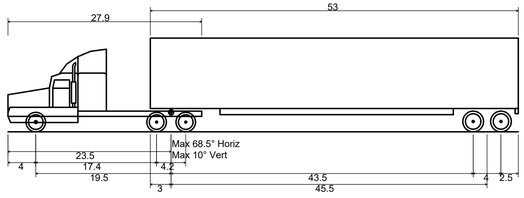
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



WB-67 - Interstate Semi-Trailer	
Overall Length	73.501ft
Overall Width	8.500ft
Overall Body Height	13.500ft
Min Body Ground Clearance	1.334ft
Max Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	28.40°

STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

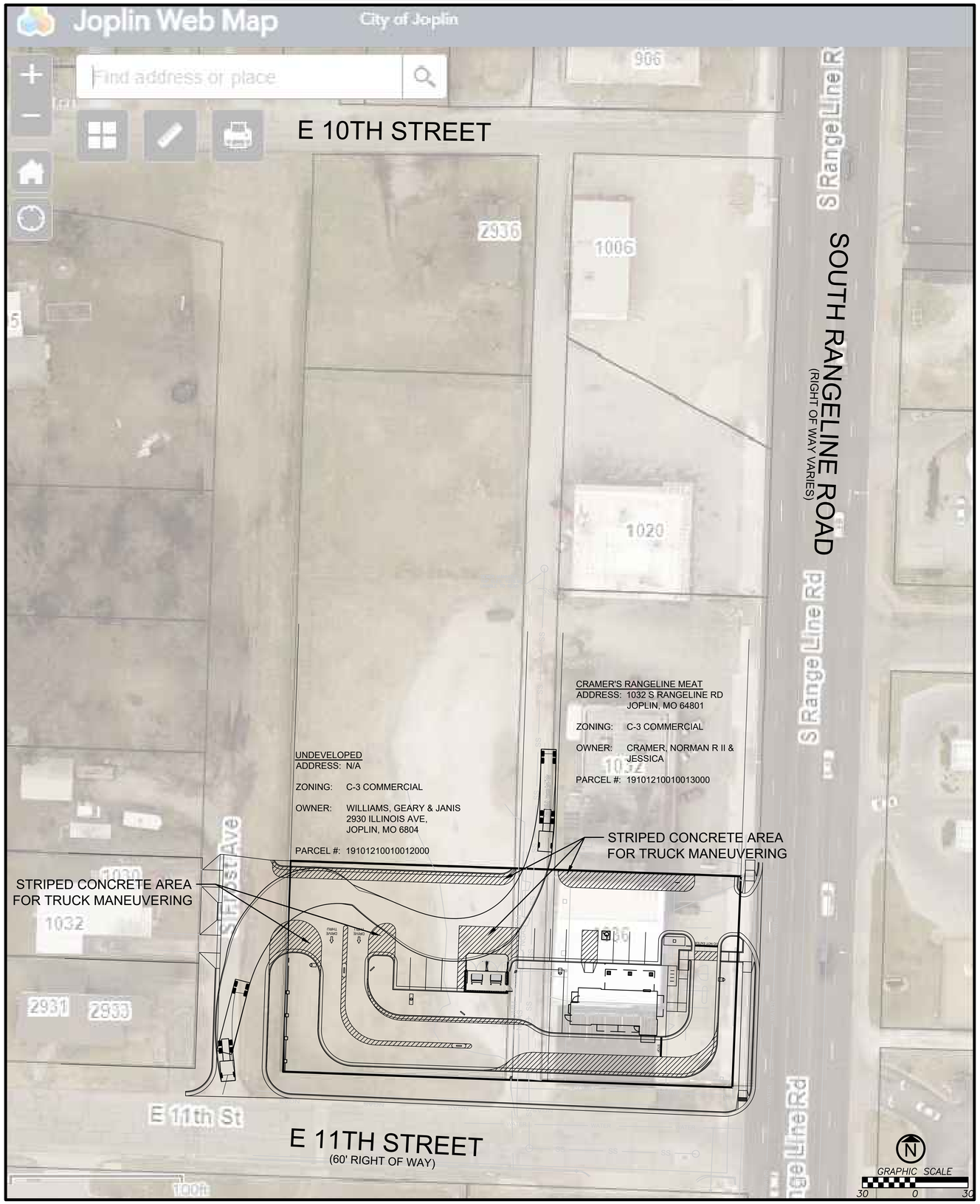
aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

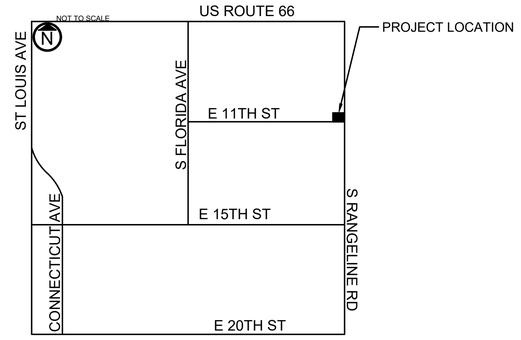
COLORADO OFFICE
48700 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

TURN RADIUS- SEMI TRUCK (SOUTH BOUND)



SITE VICINITY MAP



S QUARTER SECTION 12-T12N-R33W
JOPLIN, JASPER COUNTY, MISSOURI

SITE DATA

ADDRESS	1036 S RANGELINE RD JOPLIN, MO
ZONING	C3 - COMMERCIAL DISTRICT
TOTAL PROPERTY AREA	.704 ACRES

LEGAL DESCRIPTION

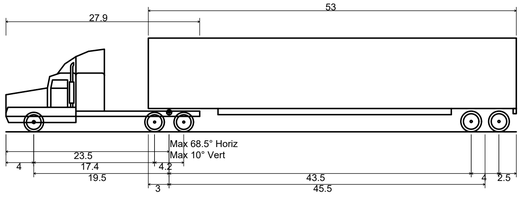
ALL OF LOTS NUMBERED SEVEN (7) AND EIGHT (8), EXCEPT THE EAST 15.00 FEET TAKEN FOR ROAD RIGHT OF WAY OF LOTS NUMBERED NINE (9) AND TEN (10), ALL IN CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI

PARCEL NUMBER

19101210010013001
19101210010011000

OWNER INFORMATION

SENECA ENTERPRISES MO
1032 S RANGELINE



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STATE OF MISSOURI
JAY D. O'DELL
NUMBER PE-2017019021
PROFESSIONAL ENGINEER

JAY D. O'DELL
PE-2017019021

CLIENT

ENGINEERING FIRM OF RECORD

aubry enterprises.

KANSAS OFFICE
15105 METCALF AVE UNIT A
OVERLAND PARK, KS 66223

COLORADO OFFICE
4870 COUNTY RD FF
AKRON, COLORADO 80720

REV	DESCRIPTION	DATE

RD

Rusk, Dakota

Reply | Reply all | Forward

To: Bellairs, Tyler

Mon 11/4/2024 3:41 PM

Cc: Bolander, Troy; Andy Seemiller <Andy@firststreetdev.com>; Max DiCarlo <Max@firststreetdev.com>

Tyler,

That will work for truck movement as long as other drivers allow for the truck to make the wide turns. I do like this proposal better as the truck theoretically shouldn't have to mount any rollback curb to make the turn.

Dakota Rusk

Civil Engineer I

602 S Main St

Joplin, MO 64801

phone: 417-624-0820 Ext. 1598

email: DRusk@joplinmo.org

web: JoplinMo.org

JOPLIN MISSOURI

...

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 2931 and 2933 East 11th Street Joplin, Missouri, and do hereby protest Case Number 089-24. We provide the following additional comments: SEE ATTACHMENT.

Name: Martha L. Pope Name: _____

Sign: Martha L. Pope Sign: _____

Address: 7974 County Road 290, Carl Junction, MO 64834

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 6th Day of December 2024, before me personally appeared Martha L. Pope to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Webb City, Missouri, the day and year first above written.

Nikole D. Bowden

Nikole D. Bowden

Notary Public

My Commission expires 6-6-25.

NIKOLE D BOWDEN
Notary Public - Notary Seal
Jasper County - State of Missouri
Commission Number 21925605
My Commission Expires Jun 6, 2025

Once again, no formal letter was received regarding the hearings for vacation of the alley. My property sits at the side of the alley.

The alley provides access to our duplex driveways. The alley is between the Dutch Bros. property and our property. The proposed change of right of way will change the now limited traffic flow to extreme as well as change the privacy dynamic of our paying tenants to little privacy at all. Additional traffic will also impose on the ease of coming and going for my tenants, and could inhibit deliveries of their own. We believe this is an unreasonable interferance with our easement right and creates a substantial new burden to provide injunctive relief for the tenants, and owners of 2931 and 2933 East 11th Street with a certainty of creating a negative impact on our property value. With the proposed changes, the new untrammeled access of ingress and egress will surely pose a problem for our tenants creating a difference in quality of use invading our title for the purpose of that affects our property and value. Based on the plans at hand, access to my property would be blocked and denied. A street vacation terminates the public right to use that street. The "governing body" transfers the right-of-way to the private property owner of the newly proposed vacation. This would impeed our rights to enter our property. Based on the plans at hand, my tenants and my own access to my property would be blocked. Additionally, there is great concern regarding truck noise. As well, there will be new challenges for East Morland Elementary parents and students' safety, and travel time. Furthermore, garbage and trash will ultimately cause new issues littering our adjoining property, and school front neighborhood.

Certainly, I protest.

Martha L. Pope

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 11th Rangeline _____ Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments:

I strongly oppose the proposed alley entrance relocation as it creates unsafe traffic conditions around and within the property. It will also decrease the value of my and my neighbor's property, create hazards for pedestrians and students, and will cause trespassing issues. Furthermore, this proposal threatens the viability of surrounding small businesses. The relocation of the alley entrance decreases public safety and shared resources are affected.

I urge the City of Joplin to reject this exploitation and to prioritize the protection of my private property and neighborhood values over corporate gain. Thank you for taking action to preserve and protect our neighborhood and shared resources.

Name: Geary Williams Name: _____

Sign: Geary Williams Sign: _____

Address: 2930 Illinois Ave Jopin, MO

STATE OF Jasper)
) ss.
COUNTY OF Missouri)

On this 6 Day of December 2024, before me personally appeared _____
Geary Williams
_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Zoie Hamilton

Notary Public

My Commission expires 9/23/28.

ZOIE HAMILTON
Comm. Exp. 9/23/2028
NOTARY PUBLIC NOTARY SEAL #24369859
Jasper County
STATE OF MISSOURI

TB 12-4-24

PETITION OF PROTEST

I/We, the undersigned, presently own and/or reside on property located at 1032. S. Rangeline Rd. Joplin, Missouri, and do hereby protest Case Number 039-24. We provide the following additional comments: Vacating the alley would disrupt our business, Cramer's Meats, from getting our delivery trucks with our product. Their site plans for the easement do not support adequate or safe access for large tractor trailer trucks that we get every week. We also get box trucks in every week. Those drivers do not feel that the site plans would be accomodating for them, as well.

Name: Norman R. Cramer II Name: _____

Sign: Norman R. Cramer II Sign: _____

Address: 1032. S. Rangeline Rd. Joplin, Mo. 64801

STATE OF Missouri)
) ss.
COUNTY OF Jasper)

On this 4 Day of December 2024 before me personally appeared Norman Cramer

_____ to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

In Testimony Whereof, I have hereunto set my Hand and affixed my Official Seal at my office in Joplin, MO, the day and year first above written.

Trinnity Faught

Notary Public

My Commission expires December 11, 2027.

TRINNITY FAUGHT
Notary Public - Notary Seal
STATE OF MISSOURI
Cedar County
My Commission Expires: Dec 11, 2027
Commission #23924459

DATE: 12/06/24 HARVEST MEAT COMPANY, INC.
USER: MPE TA2 SALES ANALYSIS BY SALESMAN

BRANCH: 7A TO 7A
SALESMAN: FIRST TO LAST
CUSTOMER: 9199 TO 9199
DATES: 01/01/24 TO LAST

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	V28414	01/04/24	5005.58	14345.80
9199 CRAMER'S QUALITY MEATS	V35048	01/09/24	-73.60	-84.64
9199 CRAMER'S QUALITY MEATS	V36909	01/11/24	4624.77	14823.39
9199 CRAMER'S QUALITY MEATS	V44734	01/18/24	3961.13	12556.82
9199 CRAMER'S QUALITY MEATS	V51246	01/23/24	.00	-124.22
9199 CRAMER'S QUALITY MEATS	V51273	01/23/24	.00	-310.87
9199 CRAMER'S QUALITY MEATS	V53174	01/25/24	3865.80	11558.34
9199 CRAMER'S QUALITY MEATS	V61426	02/01/24	2003.96	6482.22
9199 CRAMER'S QUALITY MEATS	V69768	02/08/24	4520.93	14954.98
9199 CRAMER'S QUALITY MEATS	V78403	02/15/24	2331.78	7629.32
9199 CRAMER'S QUALITY MEATS	V86554	02/22/24	3810.21	12571.00
9199 CRAMER'S QUALITY MEATS	V95145	02/29/24	5592.36	19517.59
9199 CRAMER'S QUALITY MEATS	W03617	03/07/24	4472.14	15338.26
9199 CRAMER'S QUALITY MEATS	W12213	03/14/24	4161.02	14629.07
9199 CRAMER'S QUALITY MEATS	W13169	03/14/24	.00	-25.18
9199 CRAMER'S QUALITY MEATS	W13170	03/14/24	.00	-23.95
9199 CRAMER'S QUALITY MEATS	W13576	03/15/24	.00	-25.03
9199 CRAMER'S QUALITY MEATS	W20813	03/21/24	4252.53	17659.78
9199 CRAMER'S QUALITY MEATS	W29346	03/28/24	2772.82	7921.24
9199 CRAMER'S QUALITY MEATS	W29195	03/28/24	.00	-49.96
9199 CRAMER'S QUALITY MEATS	W37835	04/04/24	4041.21	14453.90
9199 CRAMER'S QUALITY MEATS	W46311	04/11/24	1724.63	5174.03
9199 CRAMER'S QUALITY MEATS	W47369	04/11/24	667.40	3715.53
9199 CRAMER'S QUALITY MEATS	W55125	04/18/24	4245.39	17340.02
9199 CRAMER'S QUALITY MEATS	W63738	04/25/24	2839.01	9399.41
9199 CRAMER'S QUALITY MEATS	W72330	05/02/24	3102.30	12669.61
9199 CRAMER'S QUALITY MEATS	W81051	05/09/24	2153.95	6962.60
9199 CRAMER'S QUALITY MEATS	W89994	05/16/24	1419.69	5597.33
9199 CRAMER'S QUALITY MEATS	W98723	05/23/24	2894.38	12099.38
9199 CRAMER'S QUALITY MEATS	X06997	05/30/24	4697.97	15663.43
9199 CRAMER'S QUALITY MEATS	X15765	06/06/24	3015.10	13148.32
9199 CRAMER'S QUALITY MEATS	X24510	06/13/24	2860.31	9962.66
9199 CRAMER'S QUALITY MEATS	X33256	06/20/24	2970.52	10991.87
9199 CRAMER'S QUALITY MEATS	X41913	06/27/24	2269.53	8679.73
9199 CRAMER'S QUALITY MEATS	X41600	06/27/24	891.00	2583.90
9199 CRAMER'S QUALITY MEATS	X59245	07/11/24	3789.25	15500.56
9199 CRAMER'S QUALITY MEATS	X67719	07/18/24	2822.50	11812.52
9199 CRAMER'S QUALITY MEATS	X76583	07/25/24	2348.13	8837.63
9199 CRAMER'S QUALITY MEATS	X76265	07/25/24	-97.00	-150.35
9199 CRAMER'S QUALITY MEATS	X85147	08/01/24	2600.27	10626.72
9199 CRAMER'S QUALITY MEATS	X93623	08/08/24	3146.88	9252.65
9199 CRAMER'S QUALITY MEATS	X93299	08/08/24	264.00	198.00
9199 CRAMER'S QUALITY MEATS	X93296	08/08/24	-215.80	-291.33
9199 CRAMER'S QUALITY MEATS	Y02338	08/15/24	2949.62	10955.99

DATE: 12/06/24
USER: MPE TA2

HARVEST MEAT COMPANY, INC.
SALES ANALYSIS BY SALESMAN

CUSTOMER NAME	INV#	DATE	WEIGHT	SALES
Branch: 07 KANSAS CITY				
Salesman: MPE MIKE PEPIN				
9199 CRAMER'S QUALITY MEATS	Y11033	08/22/24	2927.27	11156.17
9199 CRAMER'S QUALITY MEATS	Y19818	08/29/24	3350.50	13489.21
9199 CRAMER'S QUALITY MEATS	Y25871	09/03/24	27.78	250.02
9199 CRAMER'S QUALITY MEATS	Y28041	09/05/24	2149.51	7506.45
9199 CRAMER'S QUALITY MEATS	Y36660	09/12/24	2895.06	11069.01
9199 CRAMER'S QUALITY MEATS	Y45086	09/19/24	91.25	434.98
9199 CRAMER'S QUALITY MEATS	Y45293	09/19/24	2660.09	9349.49
9199 CRAMER'S QUALITY MEATS	Y53975	09/26/24	1845.92	6918.04
9199 CRAMER'S QUALITY MEATS	Y62766	10/03/24	3313.49	14182.65
9199 CRAMER'S QUALITY MEATS	Y63809	10/04/24	.00	-142.42
9199 CRAMER'S QUALITY MEATS	Y71657	10/10/24	1660.67	6941.62
9199 CRAMER'S QUALITY MEATS	Y88940	10/24/24	3166.27	11461.89
9199 CRAMER'S QUALITY MEATS	Y95975	10/30/24	885.30	3222.49
9199 CRAMER'S QUALITY MEATS	Y97643	10/31/24	2503.93	13259.05
9199 CRAMER'S QUALITY MEATS	Y97549	10/31/24	.00	-58.64
9199 CRAMER'S QUALITY MEATS	Z03280	11/05/24	1379.36	3222.54
9199 CRAMER'S QUALITY MEATS	Z03281	11/05/24	676.93	1717.49
9199 CRAMER'S QUALITY MEATS	Z12303	11/12/24	4265.44	16707.70
9199 CRAMER'S QUALITY MEATS	Z21746	11/19/24	3551.56	12168.18
9199 CRAMER'S QUALITY MEATS	Z24645	11/21/24	-47.03	-140.62
9199 CRAMER'S QUALITY MEATS	Z30928	11/26/24	2207.44	7415.13
9199 CRAMER'S QUALITY MEATS	Z38010	12/03/24	2317.46	8643.98
9199 CRAMER'S QUALITY MEATS	Z40919	12/05/24	.00	-728.28
CUSTOMER TOTAL			150529.87	542574.20
SALESMAN TOTAL			150529.87	542574.20
BRANCH TOTAL			150529.87	542574.20
REPORT TOTAL			150529.87	542574.20

P & Z Case 039-24
Seneca Enterprises MO, LLC
(P & Z Recommended Approval)

COUNCIL BILL NO. 2025-252 ORDINANCE NO.

AN ORDINANCE providing to vacate an alley way, lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri.

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

Section 1. That the vacation of part of an alley lying near property described as 1036 S Range Line Rd, City of Joplin, Jasper County, Missouri, described as follows is hereby vacated, conveyed, relinquished, and reverted to the owners of the lots and land:

THE NORTH-SOUTH 20 FOOT ALLEY LOCATED BETWEEN LOTS 7-8 AND LOTS 9-10 OF CAMPBELL'S FIRST ADDITION TO JOPLIN, JASPER COUNTY, MISSOURI.

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

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

JOPLIN CITY COUNCIL
JANUARY 21, 2025
MEETING MINUTES

CALL TO ORDER

The January 21, 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 Interfaith Coalition.

ROLL CALL

Answering Roll Call were Council Members: Joshua Bard, 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.

Absent: Doris Carlin

Motion by Mr. Copple, second by Mr. DeTar to excuse the absence of Doris Carlin. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS

News from the Public Information Office

Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS

Travis Stephens from the Chamber introduced Lori Worthington, JRAH Director.

PUBLIC HEARINGS

Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2025-500

Mayor Cortez opened the Public Hearing
Jared Bruggeman, Director of JSA spoke in favor of this item.
Danny Burke and Mary Price spoke in opposition of this item.
Morris Glaze spoke on this item and was neither for nor against.

The Public Hearing was closed.

COUNCIL BILL NO. 2025-500

Mr. DeTar introduced 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. Leslie Haase, Finance Director read into record the exhibits for Council Bill No. 2025-500. Motion by Mr. DeTar, second by Mr. Jackson to accept the exhibits into the record. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

This item will be formally voted on during First Reading.

Break at 7:44 PM
Back from break at 7:52 PM

CONSENT AGENDA

Motion by Mr. Lawson, second by Mr. DeTar to approve the consent agenda. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

Minutes of the January 6, 2025, City Council Meeting.

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. **Ordinance No. 2025-005.**

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. **Ordinance No. 2025-006.**

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. **Ordinance No. 2025-007.**

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. **Ordinance No. 2025-008.**

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.
Ordinance No. 2025-009.

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. **Ordinance No. 2025-010.**

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2025-102

Mr. Jackson introduced 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. Motion by Mr. Jackson, second by Mr. Bard, that Council Bill No. 2025-102 be passed on an emergency basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-011.**

COUNCIL BILL NO. 2025-400

Mr. Bard introduced 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. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2025-400 be moved to First Reading. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

COUNCIL BILL NO. 2025-510

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Jackson, that Council Bill No. 2025-510 be passed on an emergency basis. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Council Bill was declared adopted and entitled **Ordinance No. 2025-012.**

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2025-400

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2025-400 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-400.

COUNCIL BILL NO. 2025-104

Mr. Jackson introduced 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. Motion by Mr. Jackson, second by Mr. Bard that Council Bill No. 2025-104 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-104.

COUNCIL BILL NO. 2025-500

Mr. DeTar introduced 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.

Motion by Dr. Farnham, second by Mr. Jackson to request review of this item by the Finance Committee prior to the final vote on February 3, 2025. Voting in favor were Council Members: Bard, Copple, DeTar, Farnham, Jackson, and Shaw, 6. Nays: Cortez, Lawson, 2. Absent: Carlin, 1.

Motion by Mr. DeTar, second by Mr. Copple that Council Bill No. 2025-500 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-500.

COUNCIL BILL NO. 2025-501

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2025-501 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-501.

COUNCIL BILL NO. 2025-502

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Lawson that Council Bill No. 2025-502 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-503

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. DeTar that Council Bill No. 2025-503 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-504

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2025-504 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-505

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-505 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-506

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-506 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-507

Mr. Lawson introduced 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. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2025-507 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-508

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-508 be passed on the first reading and **tabled**. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1. The Bill was tabled.

COUNCIL BILL NO. 2025-509

Mr. DeTar introduced 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. Motion by Mr. DeTar, second by Mr. Bard that Council Bill No. 2025-509 be passed on the first reading and advance to second and third reading and passed. Voting in favor were Council Members: Bard, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 7. Nay: Copple, 1. Absent: Carlin, 1. The Bill was read as Council Bill No. 2025-509.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Jerry Dallies addressed Council regarding plowing of side streets.

Mr. Jackson made a motion and seconded by Dr. Farnham that the February work session have ordinances or policies to address the problems that come from the criminal homeless people in this community. Mr. Bard added that he would like to see mandatory sentencing for these issues. Voting in favor were Council Members: Bard, Copple, Cortez, DeTar, Farnham, Jackson, Lawson, and Shaw, 8. Absent: Carlin, 1.

The meeting was adjourned at 9:19 p.m.

Respectfully,

Holly Nagy
City Clerk

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

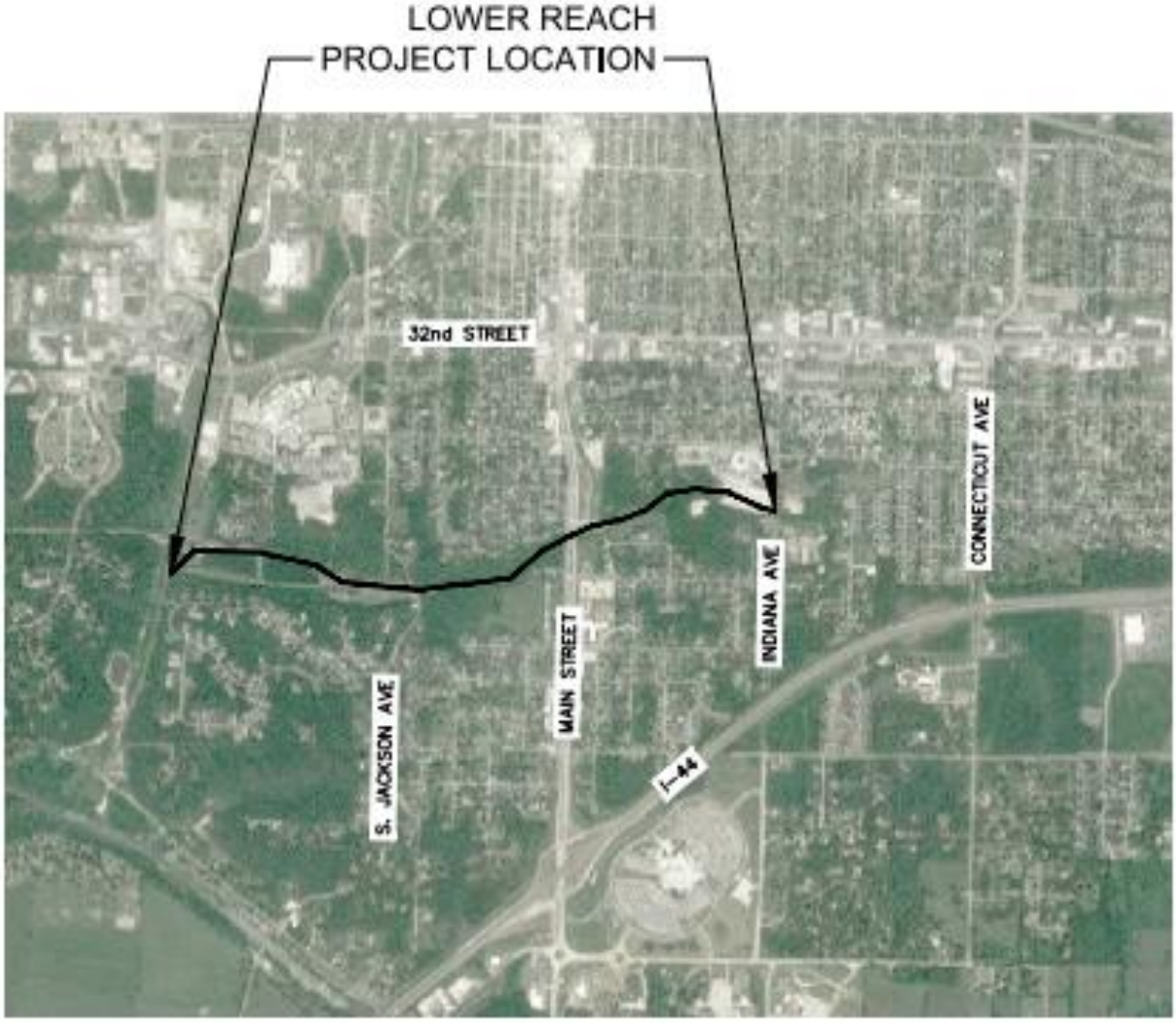
CIty of Joplin

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 2025-400 – 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

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

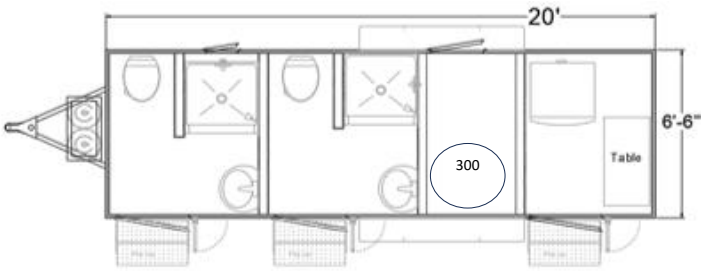
Power Options:
110V plug(s) - cord(s) included

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**

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.

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 2025-500 – 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.

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

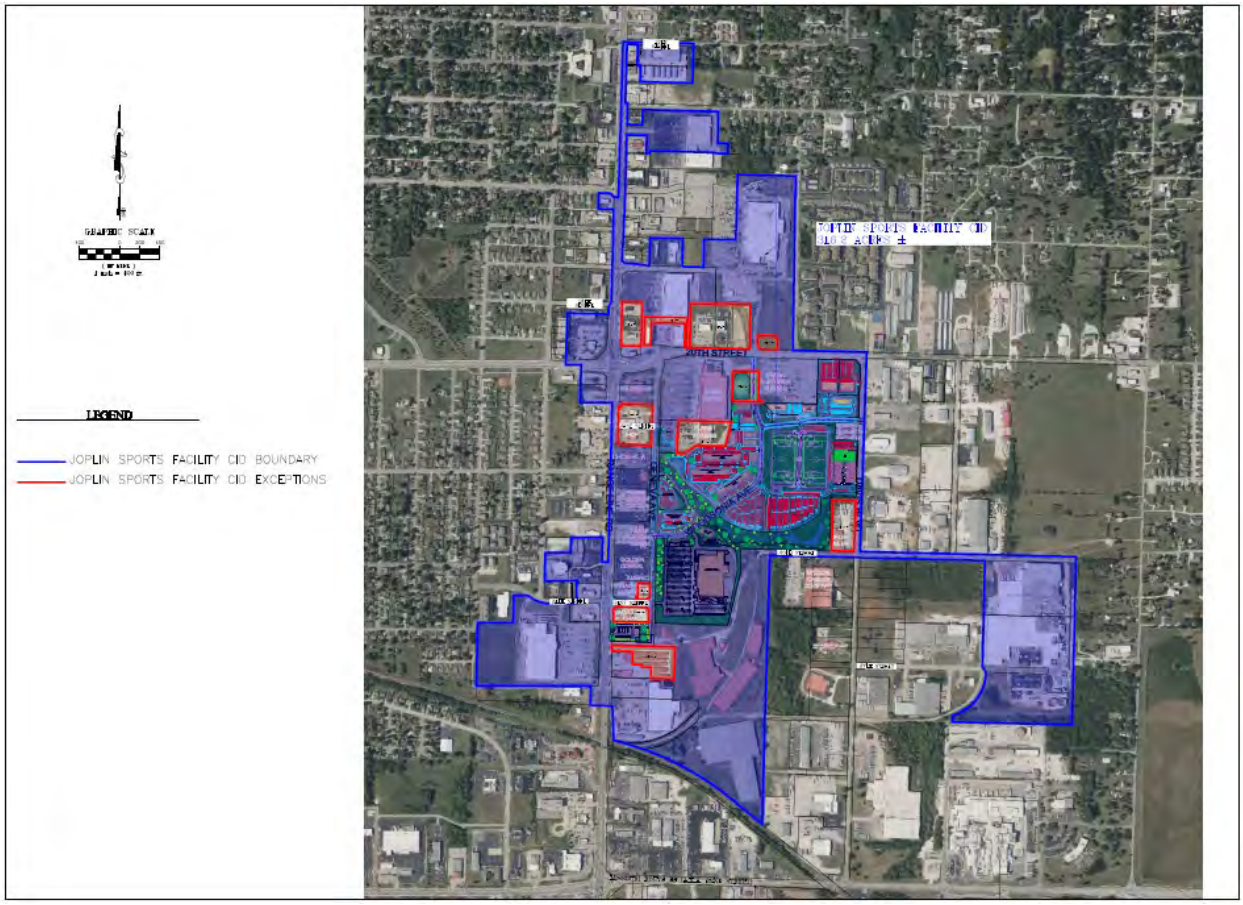

LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
26TH STREET

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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RSMo. 99.805(1)

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Appendix C: Summary of Properties & Blighting Factors Present
Appendix D: Supplemental Information
Appendix E: Certification / Assumptions & Limiting Conditions / Qualifications

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.

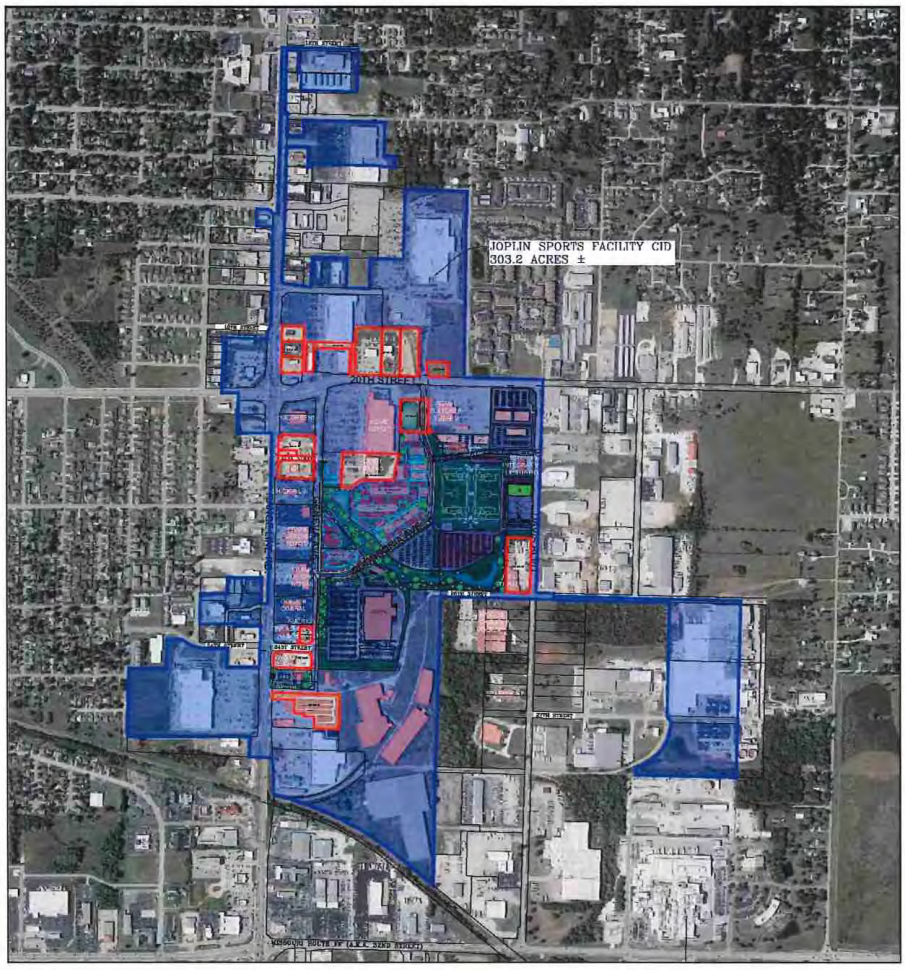
Legal Description

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



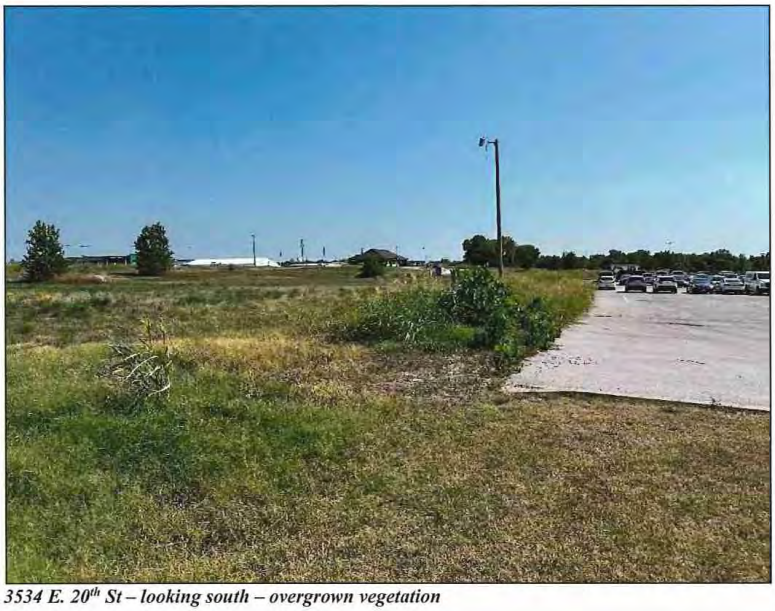
Planet Fitness pad site – looking northwest – overgrown vegetation; deterioration of drive aisle



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



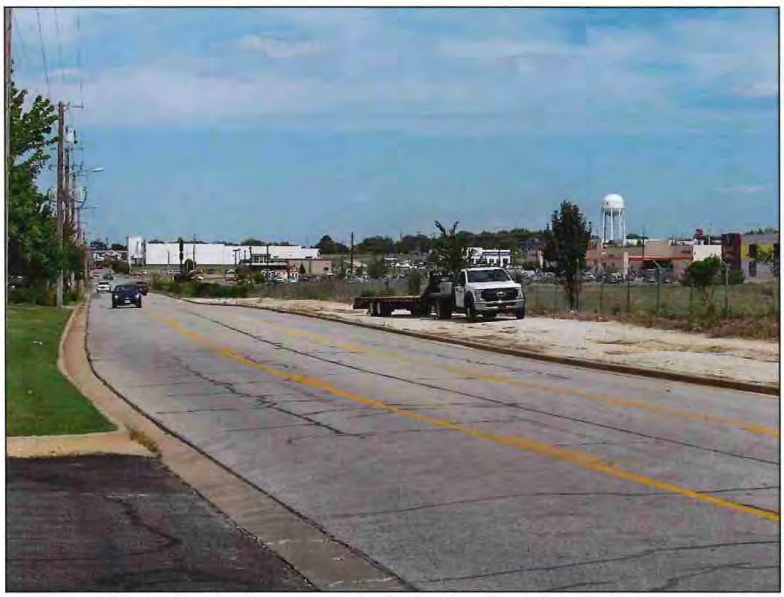
3012 E. 12th St – looking west – parking in front yard



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



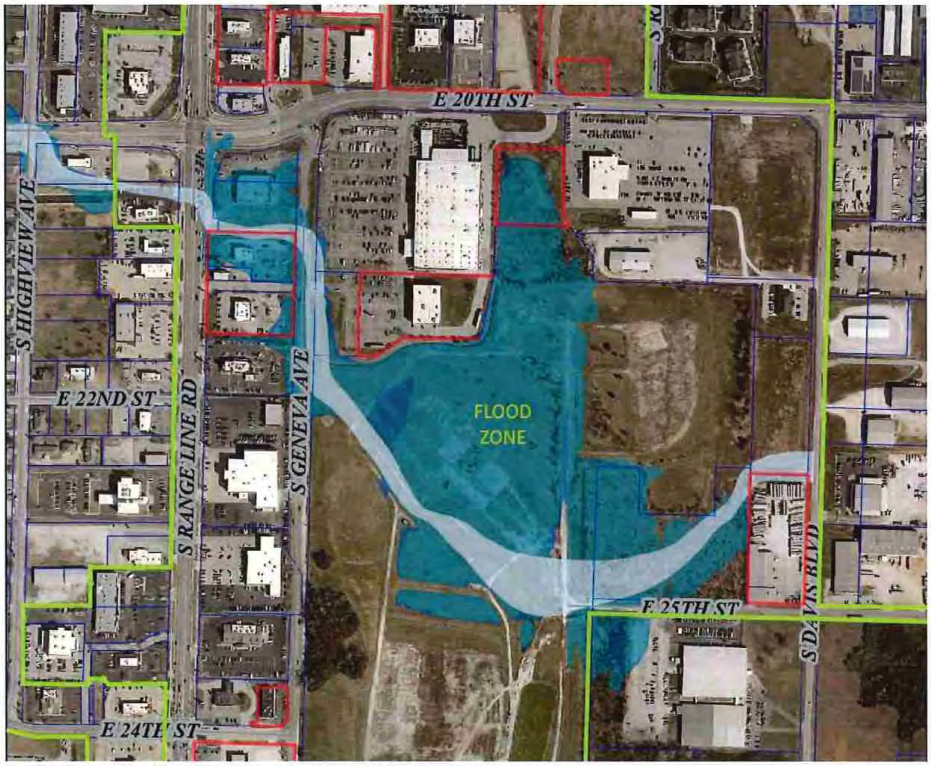
2430 S. Range Line Rd – looking south – lack of pedestrian circulation



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).

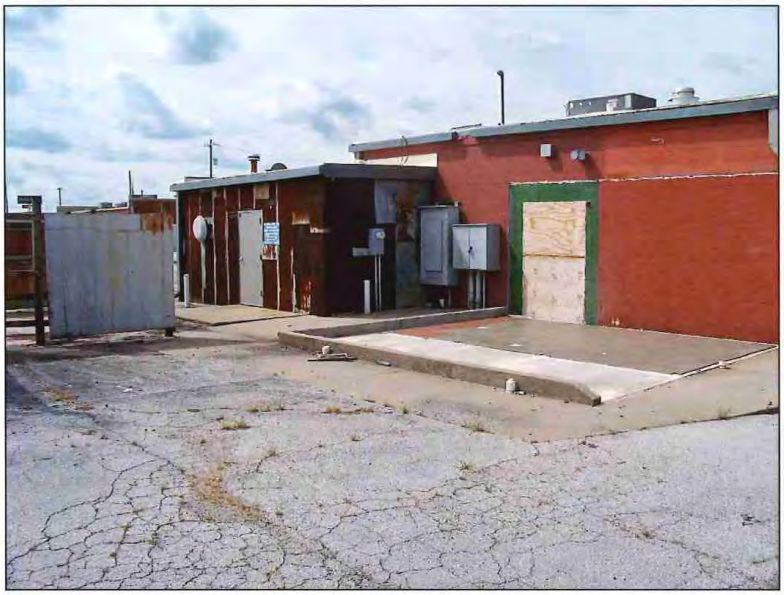
The most common example of structural deterioration found in the Study Area included the failure of finishes. The following photos are examples of structural deterioration in the Study Area.



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



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



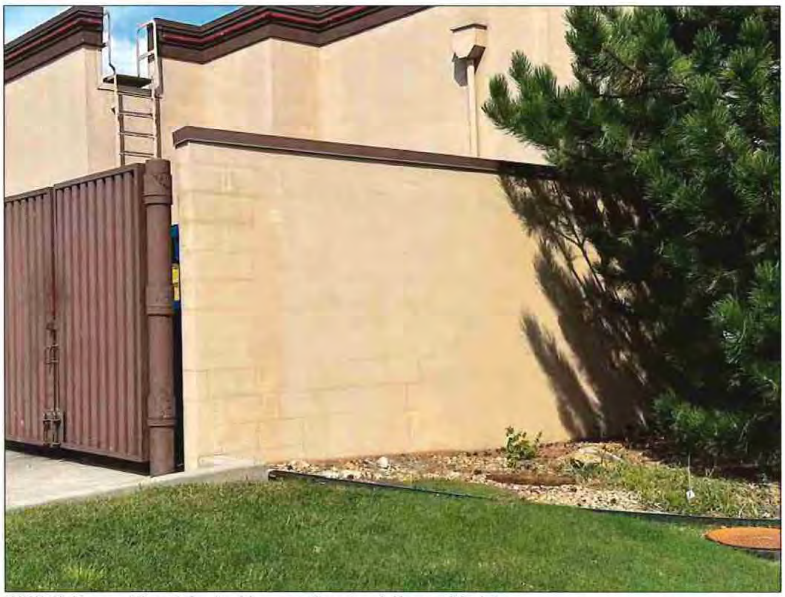
2601 S. Range Line Rd – looking southwest – failure of finishes; deterioration of doors, wall veneer



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.

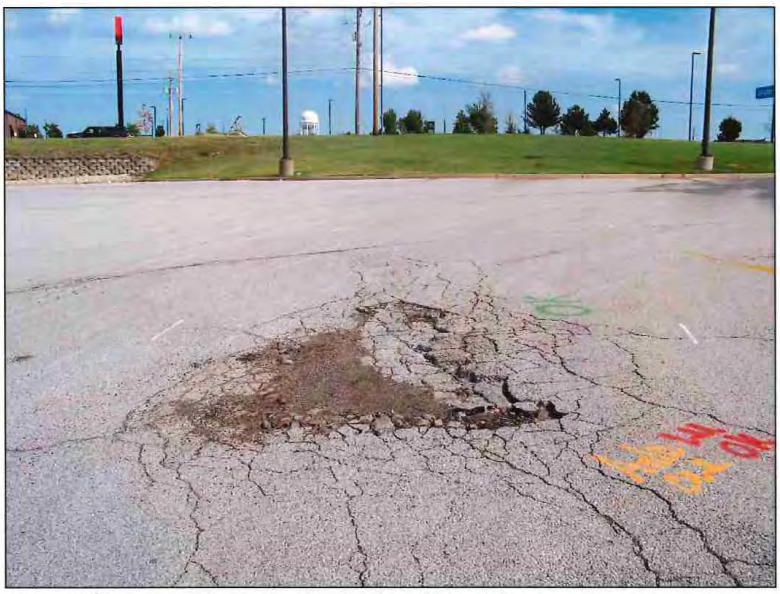
Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



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

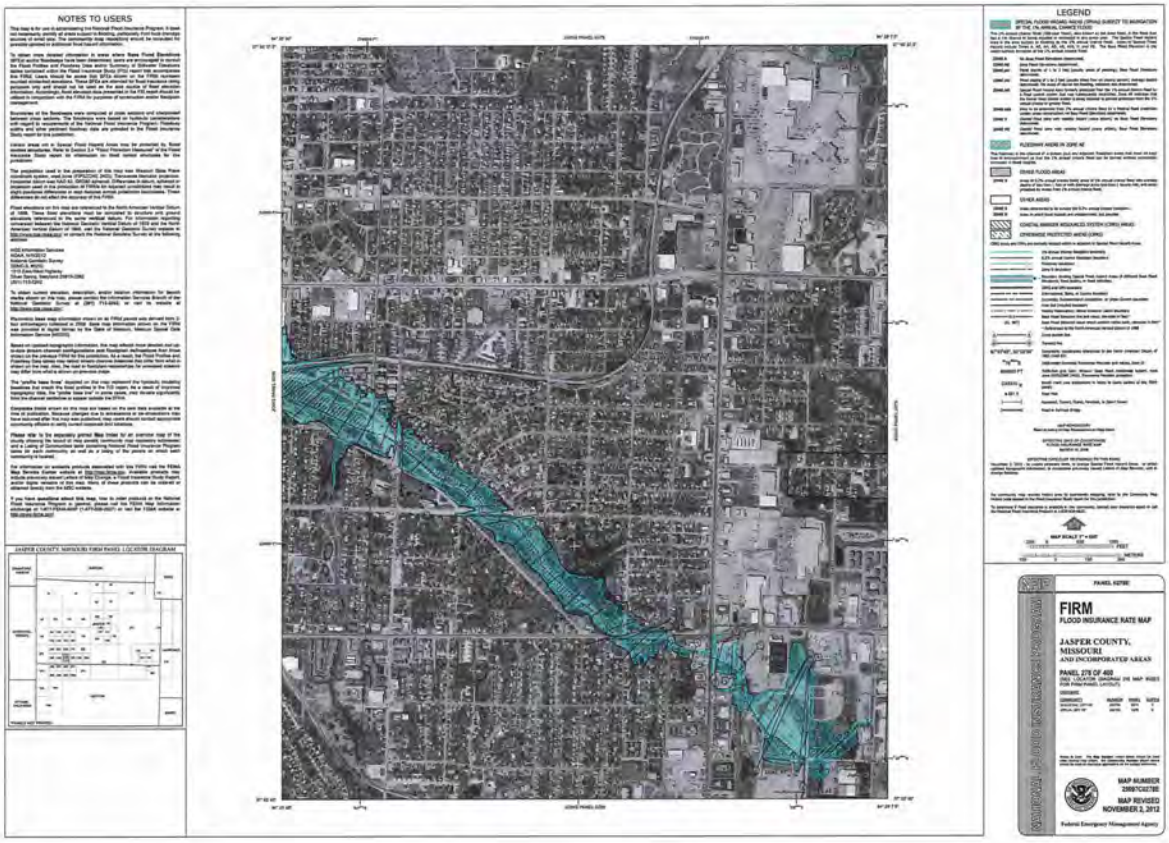
No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Preponderance of Blighting Factors Present
1	1502 S RANGE LINE RD	19-1.0-12-040-009-001.000	■	■		2	0.49	
2	1930 S RANGE LINE RD	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.

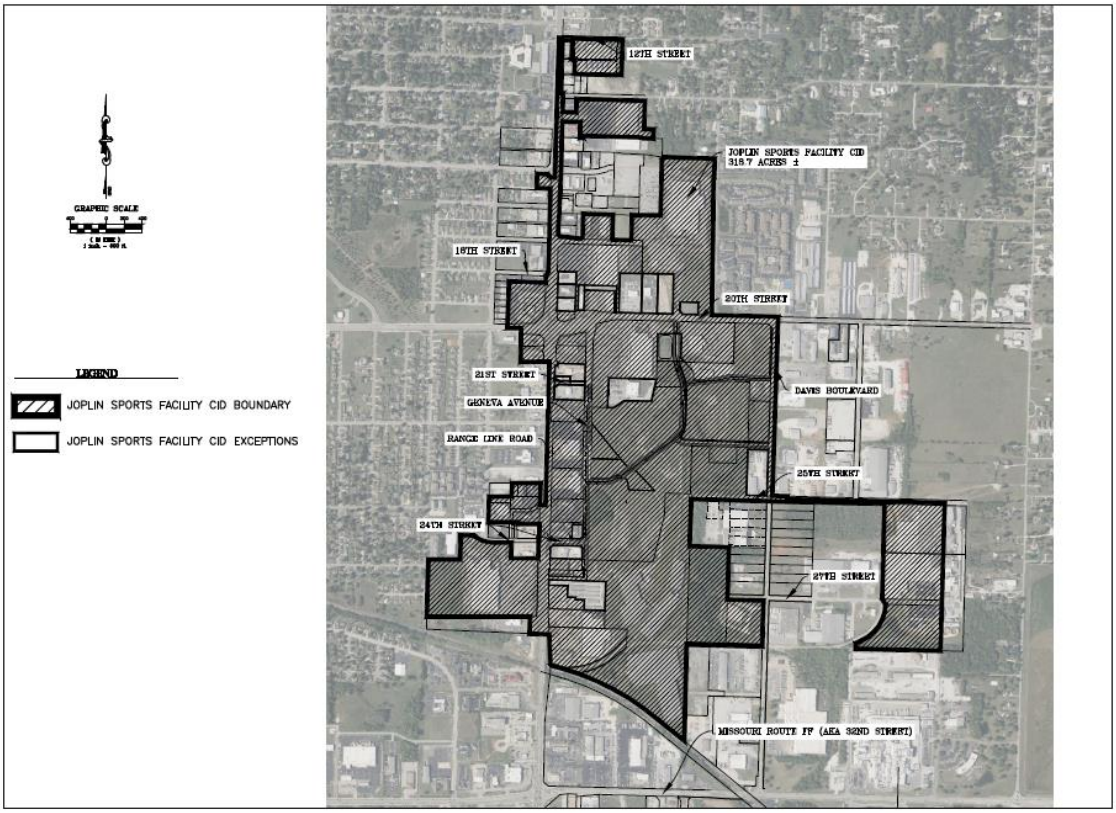

GRAPHIC SCALE
LEGEND
JOPLIN SPORTS FACILITY CID BOUNDARY
JOPLIN SPORTS FACILITY CID EXCEPTIONS
12TH STREET
JOPLIN SPORTS FACILITY CID
318.7 ACRES ±
16TH STREET
20TH STREET
21ST STREET
GENEVA AVENUE
DAVIS BOULEVARD
RANGE LINE ROAD
25TH STREET
24TH STREET
27TH STREET
MISSOURI ROUTE FF (AKA 32ND STREET)
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]

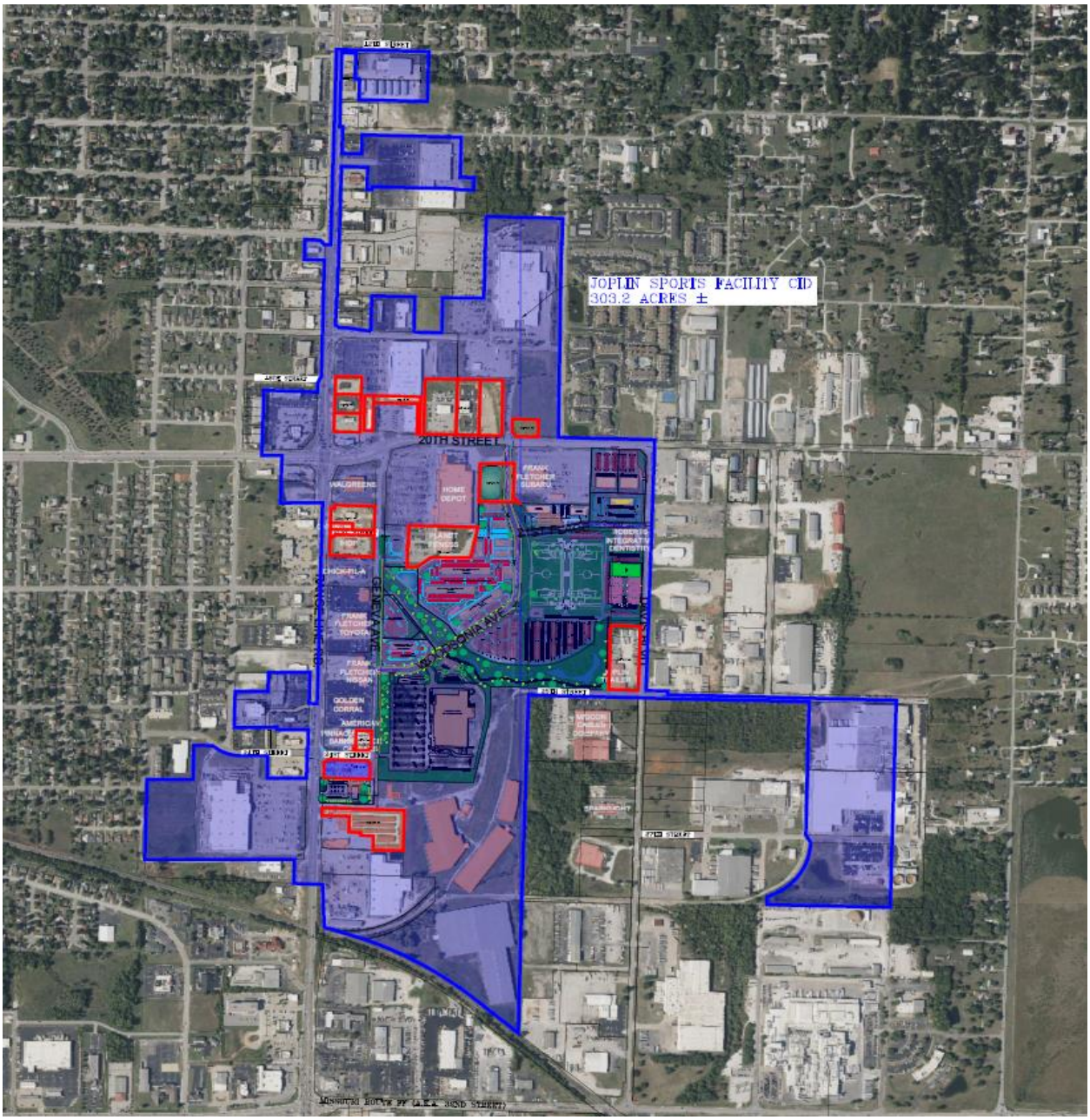
[TO BE PROVIDED]

EXHIBIT G

LEGAL DESCRIPTION AND MAP OF SPORTS COMPLEX PROPERTY

[TO BE PROVIDED]

JOPLIN SPORTS FACILITY CID



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]

bakertilly
MUNICIPAL ADVISORS

January 23, 2025

Baker Tilly Municipal Advisors, LLC
5440 West 110th St, Suite 300
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United States of America

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bakertilly.com

Leslie Haase
Finance Director
City of Joplin
602 S Main Street
Joplin, MO 64801

Ms. Haase:

The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to evaluate the financial and managerial capacity of development entities associated with the proposed Prospect Village development ("Project"). This letter summarizes our evaluation of the primary Project developer, Woodsonia Real Estate Inc. ("Applicant"). Additionally, this review considers other entities retained by the Applicant to assist with the Project (together, the "Project Team"). The Project Team consists of; Pinnacle Indoor Sports, which is advising on the Prospect Village Sports Complex, OWN Engineering which is providing engineering services, environmental consultants Environmental Works and Cattails Environmental, and Rouse Frets White Goss Gential Rods, PC which is providing legal support.

To complete this managerial and financial capacity review, BTMA entered into a non-disclosure agreement with the Applicant. The information provided is either publicly available or the summary results of our analysis presented in a manner that protects the Applicant's confidential and proprietary information.

Purpose and Scope

BMTA evaluated a combination of information provided by the Applicant in response to a request for information and available public data sources to consider the Applicant's managerial and financial capacity to complete the Project as proposed in the current market. BTMA considered the Applicant's prior projects, available financial information, and Applicant and Project Team's general professional experience with each element of the Project as proposed.

Summary of Project – Applicant Financial and Managerial Requirements

The Project was formally initiated in May of this year when the Applicant presented its proposal for a mixed-use development east of Range Line Road and south of 20th Street. A significant portion of the 78.5-acre Project site was deemed an Environmental Protection Agency (EPA) Super Fund Clean Up Site in 1990 due to its long-use for mining, milling, smelting, solid waste landfill, and other uses requiring environmental remediation.

The Applicant has Proposed the following financing structure:

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	$8,625,000	$6,500,000	$ -
Sports Complex Facility	54,792,626	-	-	-	54,792,626
Softs Costs	42,300,000	24,050,000	10,900,000	7,350,000	-
Anchor Retail Store	39,000,000	17,500,000	17,500,000	4,000,000	-
Improved Commercial Lots	25,000,000	18,000,000	-	7,000,000	-
Land Acquisition	20,000,000	1,950,000	-	13,250,000	-
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	-	-	1,961,100	-
Fletcher Parking Improvements	1,000,000	1,000,000	-	-	-
Total	**$299,603,629**	**$145,875,000**	**$38,025,000**	**$56,111,003**	**$54,792,626**
% of Total Cost		**48.69%**	**12.69%**	**18.73%**	**18.29%**

The Applicant has proposed the following financing structure requiring a mix of approximately $145.9 million in private debt and equity.

The Project Team

Woodsonia Real Estate, Inc. is a Nebraska company initially formed in July 2009 by Mr. Andrew (Drew) Snyder. The Applicant is in good standing with the Nebraska Secretary of State with Mr. Snyder listed as the President, Treasurer, and Director of the domestic corporation.

The Applicant formed a Missouri chartered limited liability company, Prospect Village LLC, in June 2024. The purpose of Prospect Village LLC is to develop the Project.

Prospect Village LLC is owned by three partners. Mr. Snyder owns 65% and is the President. Mr. Carson Stratman owns 17.5% and is Director of Multi-Family development. Mr. Mitch Hohlen owns 17.5% and is the Director of Development.

The Applicant has retained multiple separate entities for assistance with the Project to form the Project Team. These are:

- OWN Engineering – engineering
- Rouse Frets White Goss Gentile Rhodes, P.C. – legal
- Environmental Works – environmental consulting
- Cattails Environmental – environmental consulting
- Pinnacle Indoor Sports – completed the Multipurpose Sports Facility Market Feasibility Report; will also oversee the design process, facility marketing, and helping hire and train a long-term facility operator.

The Applicant responded to disclosure questions on behalf of the Project Team addressing defaults, legal suits, bankruptcies, judgments, tax delinquencies, and felonies and reported that none were applicable except legal suits. Two of the affiliated parties were previously or are currently subject to legal action, but none of these actions appear to represent an impediment to the Project.

Managerial Capacity

To evaluate the Project Team's capacity to Manage the Project, BTMA reviewed the following.

- Background on the Applicant and the Project provided by the Applicant
- Company web sites.
- Publicly available information on the Applicant and its associated projects.
- Advanced Internet news searches.
- Publicly available information on the Applicant's past associated projects. Past and current projects include the following.

1. Mall of the Bluffs Redevelopment – Council Bluffs, IA
2. Streets of West Pryor – Lee's Summit, MO
3. The Streams Mixed Use Development – Omaha, NE
4. The West Center Village Mixed Use Development – Omaha, NE
5. Topgolf Anchored Redevelopment – Albuquerque, NM
6. Hill Mixed Use Development – Omaha, NE
7. Topgolf Anchored Redevelopment – Omaha, NE
8. Highland Trails Mixed Use Development – Gretna, NE
9. Lakewood West Mixed-Use Development – Bellevue, NE

Prior projects demonstrate the Project Team's experience in land and property development including retail property management. There is also a demonstrated range of product types including commercial, mixed-use, sports entertainment, and retail. These past projects are indicative of managerial capacity to successfully complete the proposed Project.

The Applicant does not have direct experience with environmental remediation of the type proposed in the Project but has hired qualified environmental consultants to supplement their expertise.

Financial Capacity

Baker Tilly Municipal Advisors reviewed the following documents to assess the Applicant's financial capacity to acquire the capital needed to execute the proposed Project.

- 2021 tax return for Drew Snyder
- 2022 tax return for Drew Snyder
- 2023 tax return extension for Drew Snyder
- Personal financial statement for Drew Snyder as of June 2023
- 2021 tax return for Carson Stratman
- 2022 tax return for Carson Stratman
- Personal financial statement for Carson Stratman as of June 2024
- 2021 tax return for Mitchell Hohlen
- 2022 tax return for Mitchell Hohlen
- Personal financial statement for Mitchell Hohlen as of Jan. 2024

Based on materials provided by the applicant, Baker Tilly has determined that there is a reasonable expectation that the Applicant will be able to secure the required debt and equity to execute the Project.

Sincerely,

Tom Kaleko, Principal

Tom Kaleko

BAKER TILLY MUNICIPAL ADVISORS, LLC

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January 28, 2025

Leslie Haase
Finance Director
City of Joplin
602 S Main Street
Joplin, MO 64801

Ms. Haase:

The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to review a request for financial incentives from Woodsonia Real Estate Inc. ("Applicant") for its proposed Prospect Village development ("Project") to evaluate the reasonableness and mathematical accuracy of the Applicant's projections in its Prospect Village Tax Increment Financing Redevelopment Plan ("Plan"). The Applicant proposes a mixed-use development east of Range Line Road and south of 20th Street to include a sports facility to be constructed by the Applicant and owned by the City. A significant portion of the 78.5-acre Project site was deemed an Environmental Protection Agency (EPA) Super Fund Clean Up Site in 1990 due to its long-use for mining, milling, smelting, solid waste landfill, and other uses requiring environmental remediation.

BTMA considered the assumptions and methodologies for four significant elements of the Applicant's Plan: **construction costs, property valuation and PILOTs, taxable annual sales and EATs capture, and baseline district sales.** Baker Tilly applied the following processes to evaluate the reasonableness and accuracy of the Applicant's Plan projections.

Assumptions and methodologies related to the cost of private construction:

- **Verification:** BTMA evaluated the Applicant's assumptions for the cost of construction using information from RSMeans data, a Gordian service, a leading provider of facility and construction data.
- **Evaluation**: BTMA determined that the estimated construction costs per square foot for the multi-family, hotel, and anchor retail store are reasonable and align with the estimates from RSMeans.
- **Exceptions and Variance:** No material exceptions or variances.
- **Determination:** Assumptions are reasonable, and the calculation is mathematically accurate.

Assumptions related to Increment Production:

BTMA considered projections prepared by the Applicant and those prepared by the Applicant's development counsel. As assumptions, timelines, valuation, and estimated sales activity were updated by the Applicant, BTMA maintained calculations of the Project's tax production to ensure consistency. Any inconsistency identified was communicated to the Applicant and revised in subsequent versions of the projections.

Assumptions and methodologies related to assessed valuation of private construction and associated PILOTs.

- **Verification:** The Applicant's process for valuation of private construction is consistent with expected methodologies to estimate construction valuation, appraisal, assessment, and taxation. BTMA evaluated whether the Applicant used correct property tax levy rates and that PILOT calculations were consistent with Missouri statute, properly accounting for exempt levies.

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- **Evaluation:** BTMA replicated the methodology used by the Applicant's counsel to calculate the valuation of private development in the Project proposal. The Applicant calculated the estimated appraised value by adding existing and post construction improved values for all properties. BTMA did not evaluate the property tax generation against state and local assessment collection practices, as the project phasing may vary between this valuation and ultimate construction. BTMA instead treated all construction as fully taxable in the year following the completion of that element of the Project.
- **Exceptions and Variance:** No material exceptions or variances. Any clarifications or comments on assumptions were communicated to the Applicant and revised.
- **Determination:** Applicant used 2023 property tax levies, as 2024 levies were not available at the time of preparation. The substitution of 2024 levies do not materially change forecasted PILOTs. The forecast of PILOTs is heavily influenced by construction cost estimates, which are addressed above. PILOT calculations were consistent with Missouri statute, properly accounting for exempt levies.

Assumptions and methodologies related to calculation of new taxable sales and associated EATs within TIF:

- **Verification:** The taxable sales generated by this activity are reasonable, and in line with BTMA's expectations for a project with a comparable development composition and geography.
- **Evaluation:** BTMA replicated the methodology outlined by the Applicant and the Applicant's counsel to calculate both taxable sales and EATs production and was able to replicate both with no material variations.
- **Exceptions and Variance:** No material exceptions or variances. Any clarifications or comments on assumptions were communicated to the Applicant and revised. However, sales tax projections could vary by up to 2% if all retailers opt to pay their Missouri sales taxes on time.
- **Determination:** Assumptions are reasonable, and the calculation is mathematically accurate.

Assumptions and methodologies related to calculation of taxable sales and associated project revenues within the CIDs:

- **Verification:** The Applicant's counsel supplied data and methodologies to support the baseline taxable sales within the boundaries of the proposed Community Improvement Districts (CIDs). BTMA evaluated the information and determined that the Applicant derived sales using reasonable sources and methodologies. Individual business sales data is confidential in the state of Missouri, therefore BTMA could not verify the precise baseline sales for the specific businesses in the District. However, the City has confirmed that staff have verified that the Applicant's projected baseline sales are within a reasonable range while preserving necessary confidentiality.
- **Evaluation:** BTMA replicated the methodology outlined by the Applicant and the Applicant's counsel to calculate both taxable sales and EATs production and was able to replicate both with no material variations. Sales tax generation may vary due to the state's early-payment discount on sales tax collections.
- **Exceptions and Variance:** BTMA did not identify any exceptions or variations in the Applicant's calculation methodologies. However, sales tax projections could vary by up to 2% if all retailers opt to pay their Missouri sales taxes on time.
- **Determination:** The Applicant's assumptions and methodologies are sufficient and use the best available information while adhering to Federal, State, and Local laws and policies regarding protection of confidential sales and sales tax information.

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Other assumptions, calculations, and considerations:

- **Financing:** BTMA verified that the cashflows from proposed Project revenues related to the Sports Complex CID will support the requested principal totaling $66.1 million, assuming uniform financing at 5.5% interest for the 27-year lifetime of the CID. On January 21, 2025, at the request of the City, BTMA provided a revised structure supporting principal of $61.5 million assuming reduced CID participation.

  Construction of the Sports Complex is assumed to be financed through CID debt. The balance of the Project is structured assuming pay-as-you-go reimbursement to the Applicant of Project costs from incentive cashflows and does not represent a direct financial obligation of the City.

- **Prior Analysis:** BTMA previously evaluated in its December 6, 2024, But-For Determination Report assumptions associated with private Project revenues from the sale of land, rental income from the proposed development, and costs associated with site infrastructure. No material exceptions or variances were identified.

We conclude that the Applicant's financial projections in its Prospect Village Tax Increment Financing Redevelopment Plan are based upon reasonable assumptions and are mathematically accurate. This Analysis is not an opinion of the likelihood of success of the proposed Project, nor a statement of financial or market feasibility. Projecting outcomes for projects of this nature involves subjective judgment which may or may not prove correct.

We would welcome an opportunity to discuss this analysis.

Respectfully,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Tom Kaleko

Tom Kaleko, Principal

CC: Mr. Nick Edwards, City Manager

Disclosure and 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. Where 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 results.

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SCOPE APPENDIX to
Engagement Letter dated: November 11, 2021
Between the City of Joplin MO and
Baker Tilly Municipal Advisors, LLC

RE: Economic Development Assistance – Prospect Village
DATE: June 7, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Joplin ("Client") and Baker Tilly Municipal Advisors, LLC ("BTMA") and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors will perform the following tasks in association with the proposed Prospect Village project ("Project"). At the Client's discretion, services may be omitted if the Client determines the service is not needed.

Task 1. Developer Review
BTMA will independently analyze whether the applicant possesses the financial and managerial capacity to deliver the Project as proposed to include a review of the applicant's financials, references and responses to disclosure questions. If there are gaps in information provided by the applicant, BTMA will identify those gaps and explain why and if they preclude a complete understanding of the applicant's capacity.
BTMA will evaluate the strengths, challenges and risks of the financing plans put forth by the respondents.

Task 2. Public Cash Flow Analysis
BTMA will prepare an analysis of the applicant's public revenue projections.

a. Evaluation of the applicant's base assumptions.

b. Substitution of alternative assumptions, if warranted.

c. Calculation of projected revenues utilizing applicant's and recommended alternative assumptions.

d. If applicable, estimation of the net bond proceeds supported in the current marketplace by the dedicated revenue streams.

Task 3. Internal Rate of Return (But-For) Analysis
BTMA will provide an Internal Rate of Return Analysis based upon the applicant's Project proforma.

a. Review the applicant's proforma and related information to confirm accuracy of the calculations and reasonableness of assumptions.

b. Identify alternative assumptions, if warranted.

c. Calculate the unleveraged internal rate of return utilizing the applicant's assumptions and BTMA's suggested alternative assumptions.

e. Compare the calculated internal rate of return to the rate of return required by investors in similar projects.

f. Complete and convey a draft Analysis to the applicant for identification of confidential information and factual errors. Revise Analysis, as needed.

g. Convey the draft Analysis to Client for review and comment.

h. Hold a meeting (virtual or in-person) with Client to discuss the Analysis findings.

i. Finalize and convey to Client the final Analysis.

j. Present the Analysis results at TIF Commission and City governing body meeting(s).

Task 4. Fiscal Impact Analysis
BTMA will forecast the net fiscal impact to the Client and, if desired, other impacted taxing entities based upon the requested level of incentive.

a. Working with the Client and applicant, identify baseline assumptions for the analysis.

b. Estimate anticipated primary and – if desired – secondary benefits and costs for each taxing entity during the incentive period. Calculate the net benefit/loss for each taxing entity.

c. Prepare a draft report that will contain our findings and conclusions. Hold a remote meeting with the Client to review and discuss the draft report. Modify report as needed based on discussion with the Client.

Task 5. General Economic Development Consulting
BTMA will assist the Client in review of the applicant's proposals, negotiation with applicant, preparation of all entitlement documents and other matters related to the Project. BTMA will assist in the preparation of a term sheet documenting the results of negotiations for incorporation into the development agreement and other entitlement documents. As needed and requested, BTMA will meet with the Client's Project team and governing body members to inform them of the status of the project and further negotiations. During negotiations, BTMA will consider alternative Project funding sources (grants, tax credits, etc.).

DELIVERABLES (based upon Client's initial requested Scope of Services)

a. A written Developer Review, Internal Rate of Return Analysis,Public Cash Flow Analysis and Fiscal Impact Analysis. Reports shall be presented in electronic format suitable for reproduction by the Client.

b. Remote meetings with the Client to discuss each report.

c. Presentation of the Internal Rate of Return Analysis (and other reports, if desired by the Client) at TIF Commission and City governing body meetings.

SCHEDULE

Delivery dates will be mutually determined by the Client and BTMA. BTMA's ability to complete the work will be highly impacted by the applicant's responsiveness to requests for information.

PROJECT TEAM



Tom Kaleko — Principal

Role: Principal in charge

Tom has provided financial advice to Missouri and Kansas cities, counties and school districts since 2005. Previously, he served for 20 years in various city management roles. Tom has extensive experience helping high-growth communities address their capital needs. He specializes in the areas of economic development and development finance – aiding in the evaluation and financing of mutually beneficial public-private partnerships. Tom is uniquely adept at communicating complex information. He received a Master of Public Administration from the University of Kansas and a Bachelor of Business Administration from the University of Tennessee. Tom is MSRB Municipal Advisor Series 50 and Series 54 Qualified.



Kolbe Krzyzanowski, Manager

Role: economic development specialist

Kolbe joined the firm in 2021, bringing experience in local government and economic development. Before joining Baker Tilly Municipal Advisors, LLC, Kolbe worked as an independent research consultant and economist for a large city in Missouri. He played a crucial role in the preparation of a $1.7 billion annual budget, provided analytical support for strategic initiatives, created complex financial models, and conducted policy, program, fiscal, and economic analyses, including developing cost-benefit and feasibility studies for economic development projects.



Joshua Davis — Consultant

Role: Quantitative analysis

Joshua joined the firm in 2023 after graduating from The University of Chicago with a master's degree in public policy where he specialized in municipal finance, energy and environmental policy, and data analytics. Joshua provides analytic and quantitative support on general obligation and revenue-backed financing for state and local entities, debt structuring, and issuer credit rating analysis. Joshua's professional background includes previous work in governmental affairs and was a recipient of the Energy Policy Institute's Bartlett Fellowship at The University of Chicago.

COMPENSATION AND INVOICING

Fees for services set forth in this Scope Appendix will be billed monthly at the Standard Hourly Rates in the table below.

Standard Hourly Rates	
Staff Level	Hourly Rates
Partner / Principal /Director	$295-$525
Manager	$235-$340
Consultant / Analyst	$160-$235
Support / Paraprofessional	$115-$175

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

BTMA will invoice the Client for out-of-pocket expenses such as travel, copies, faxes, conference calls, credit reports, the cost of research information, or other expenses necessary to complete this Scope of Services. Additional work requested and authorized by the Client outside this Scope of Services will be invoiced at the Standard Hourly Rates.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

NONATTEST SERVICES

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

TERMINATION

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Tom Kaleko

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Leslie Haase
Title: FINANCE DIRECTOR
Date: JUNE 12, 2024

bakertilly

Baker Tilly Advisory Group, LP
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July 25, 2024

Ms. Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, MO 64801

Dear Leslie,

This letter amends our Scope Appendix dated June 7, 2024 and titled "Economic Development Assistance – Prospect Village."

To the above referenced Scope Appendix, the following additional Task 6 is added.

Task 6. Municipal Advisory Services

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.

2. Survey the resources available to determine the financial feasibility of a Project.

3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.

4. Assist the Client in selecting an approach for a Project.

5. Advise the Client generally on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might be relevant to a Project.

6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.

7. Assist Client in coordinating the activities of the working group for a Project as needed.

8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.

9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).

2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.

6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.

7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.

8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.

9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.

10. Provide relevant information for and assist with the review of other primary financing documents, including, but not limited to, the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.

11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.

12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.

13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

If this amendment to the referenced Scope Appendix is acceptable, please sign below and return one fully executed PDF to me. Thank you.

Respectfully,

Tom Kaleko

Tom Kaleko, Principal

7/29/24

Date

Leslie Haase

Signature

LESLIE HAASE

Name

FINANCE DIRECTOR

Title

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP (Baker Tilly), a tax and advisory firm. Baker Tilly Advisory Group, LP, trading as Baker Tilly, is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.
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Finance Committee Memo

Our Committee would like to thank you for the opportunity to review the Prospect Village Project. Even though we had a very short time frame, we were able to have one very productive meeting and will give you our analysis from this meeting.

In this meeting, we had a live video call with Drew Snyder of Woodsonia and four representatives from Baker Tilly who worked on the project. Baker Tilly explained their process and “due diligence” and Mr. Snyder answered numerous questions for us. Coincidentally, since I am on the TIF Commission also, I had heard some, but not all of this before and had voted on the project to advance.

This is our summary of that meeting: I have 7 points to make and it will only take 5-6 minutes of your valuable time.

I believe you already know most of this.

First and Most Important

The City should not have any financial loss of funds from this project regardless of the outcome, full or partial development.

Secondly

The City is working with a Midwestern developer in Woodsonia that we have had experience with to date on several projects. As you know, Woodsonia has several reputable consultants working for them to assist in design, environmental issues, sports complex expertise, etc. Moreover, Woodsonia has spent approximately two years of time and significant money already on this project and seems very committed.

Thirdly

The City hired Baker Tilly, a large worldwide accounting and consulting firm with an excellent reputation. They reviewed the tax returns and financials of the Woodsonia owners. Baker Tilly did extensive background checks, internet research, analyzing management capability, and past Woodsonia for their expertise and capability to successfully complete projects. Moreover, they checked references and determined that Woodsonia had a reasonable expectation to secure the debt and equity of $147 million to execute the project.

The Committee asked Mr. Snyder extensively about the potential of cost overruns in the remediation of the property prior to construction. Mr. Snyder said the construction budget had several million dollars in contingency for cost overruns and there could be some. However, if the overruns went beyond the contingency amounts, he would be responsible, not the City.

Our Committee summarized that Baker Tilly's "due diligence” seemed extensive and acceptable. Moreover, Mr. Snyder seemed to know the risks and obstacles.

Fourth

Another layer of due diligence for the project is the bank and/or investment firm which will allegedly be lending Woodsonia approximately $100 million. Lenders usually do not loan on a project like this without extensive research and are more than likely asking Woodsonia to inject an estimated $50 million of their own money first, before the lenders' funds are injected. At this point, Woodsonia is financially very much committed and at risk for that capital injection. This would make it financially very painful for Woodsonia to withdraw.

Fifth

We were told by City staff that our staff engineers and staff financial professionals had reviewed the costs and projections and were satisfied, also.

Sixth

As you know better than our Committee, we believe your expansion of the sports complex to be equal to or better than the other regional, bigger city sports complexes was very astute and should be a wise financial decision, in the long run, to attract regional sports teams on weekends to our community to stay at hotels, eat at our restaurants and generate new tax revenue. While providing a benefit to Joplin citizens most of the time.

Seventh

Our committee certainly felt the land was blighted and has been blighted for decades. Even if the project is slow to develop or only partially developed, any development would be an improvement from the current status of the property.

In conclusion

This is a business investment and real estate development by Woodsonia, that certainly possesses some risk and a probability of success or disappointment as none of us know for sure how it will fully develop. However, the financial risk is on Woodsonia and the lenders. Again, as long as no City of Joplin funds are exposed or at risk, which we have been told by staff, it seems a reasonable project to pursue that could provide significant benefits to our community and improve a long time, large, blighted piece of property in our city, that is in a prime location.

Finance Committee

Russ Alcorn

Chairman

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.

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:

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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:

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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

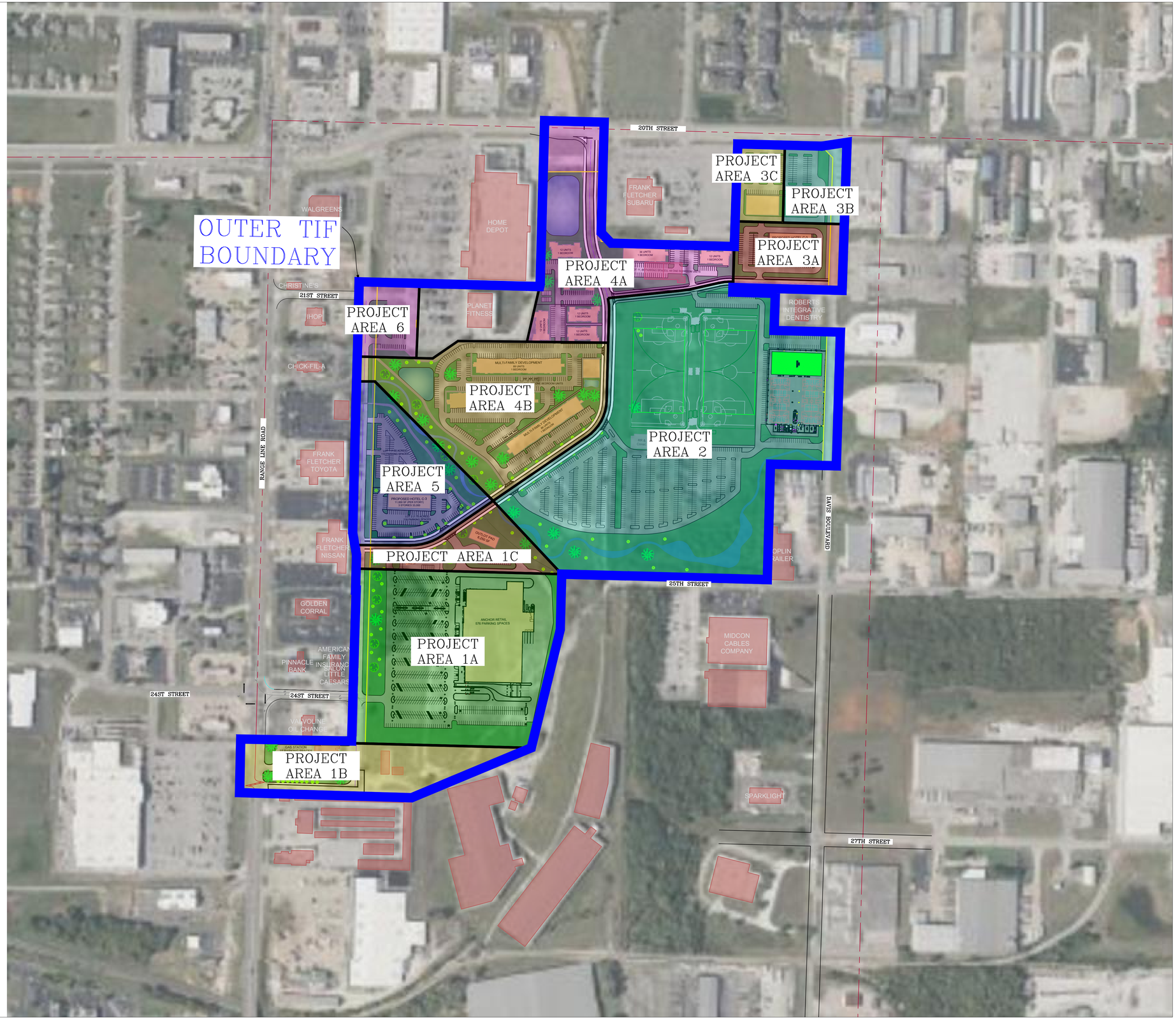
200 0 100 200

(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

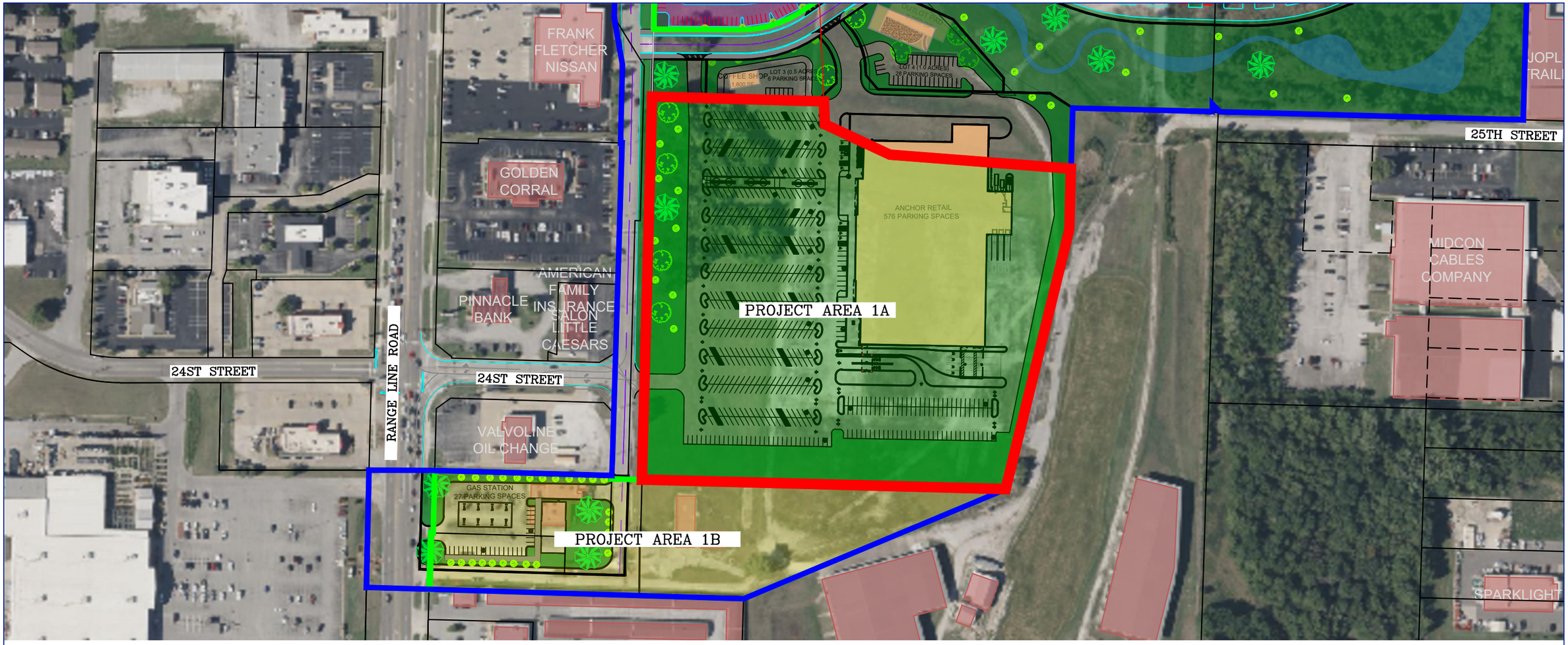
A licensed Missouri Engineering Corporation COA 00062

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)

1 inch = 200 ft.

GRID

COA #000062

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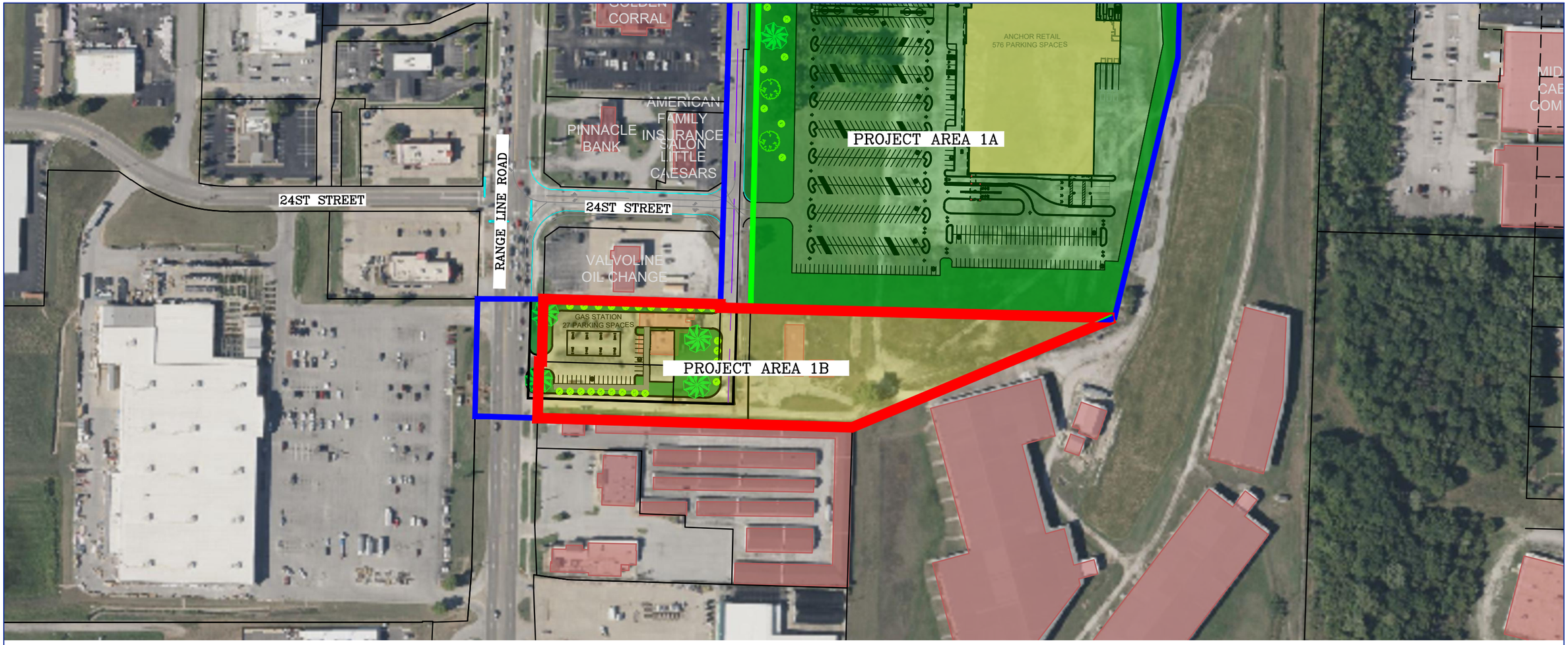
WOODSONINA, LLC.

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

PROJECT AREA BOUNDARY

GRAPHIC SCALE

200 0 100 200

(IN FEET)

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GRID

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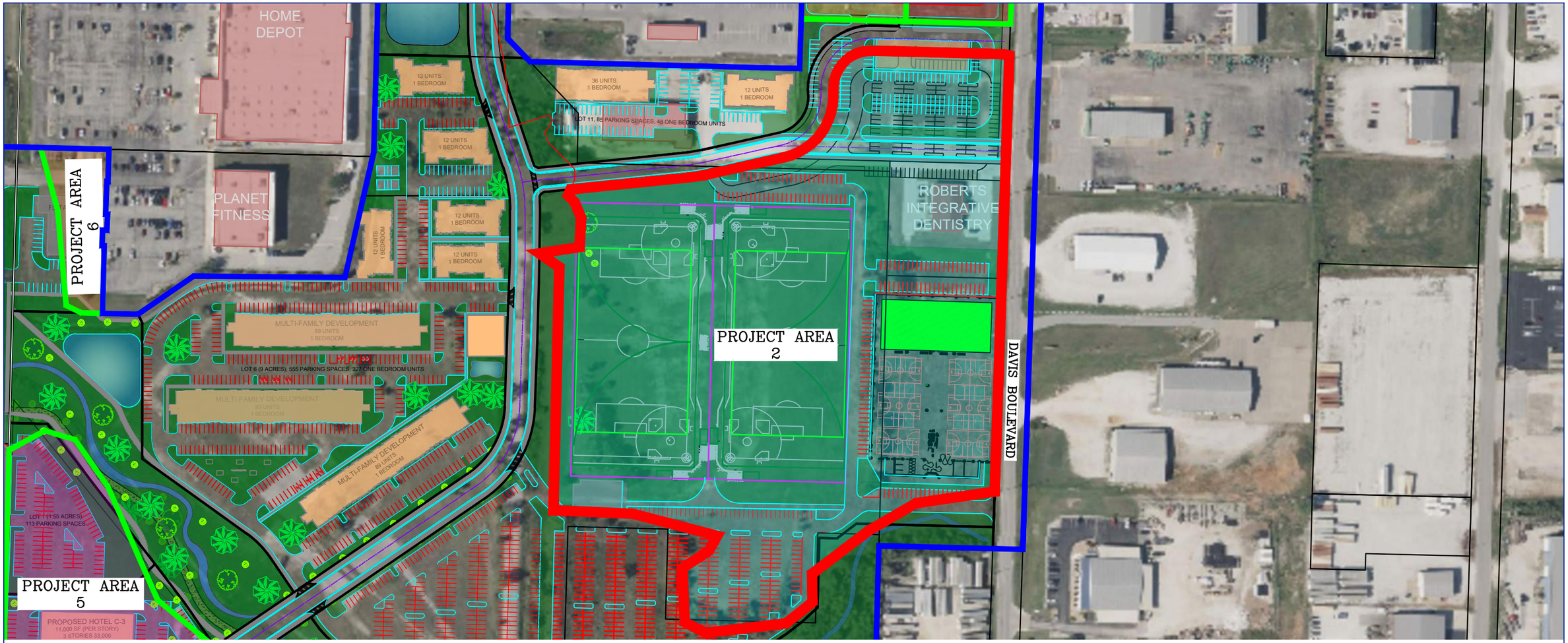
TIF PROJECT AREA
EXHIBIT - PROJECT AREA 1B

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

200 0 100 200

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GRID

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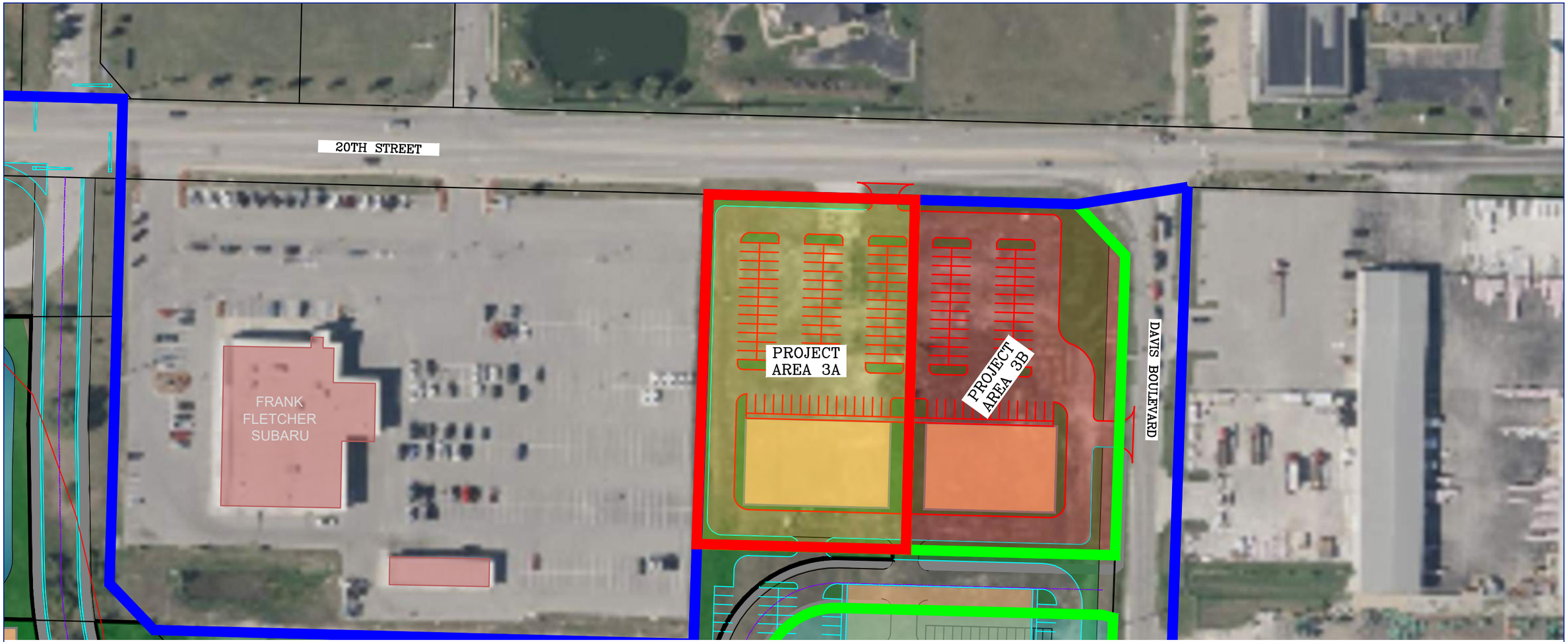
TIF PROJECT AREA
EXHIBIT - PROJECT AREA 2

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:



LEGEND

TIF BOUNDARY

PROJECT AREA BOUNDARY

GRAPHIC SCALE

100 0 50 100

(IN FEET)

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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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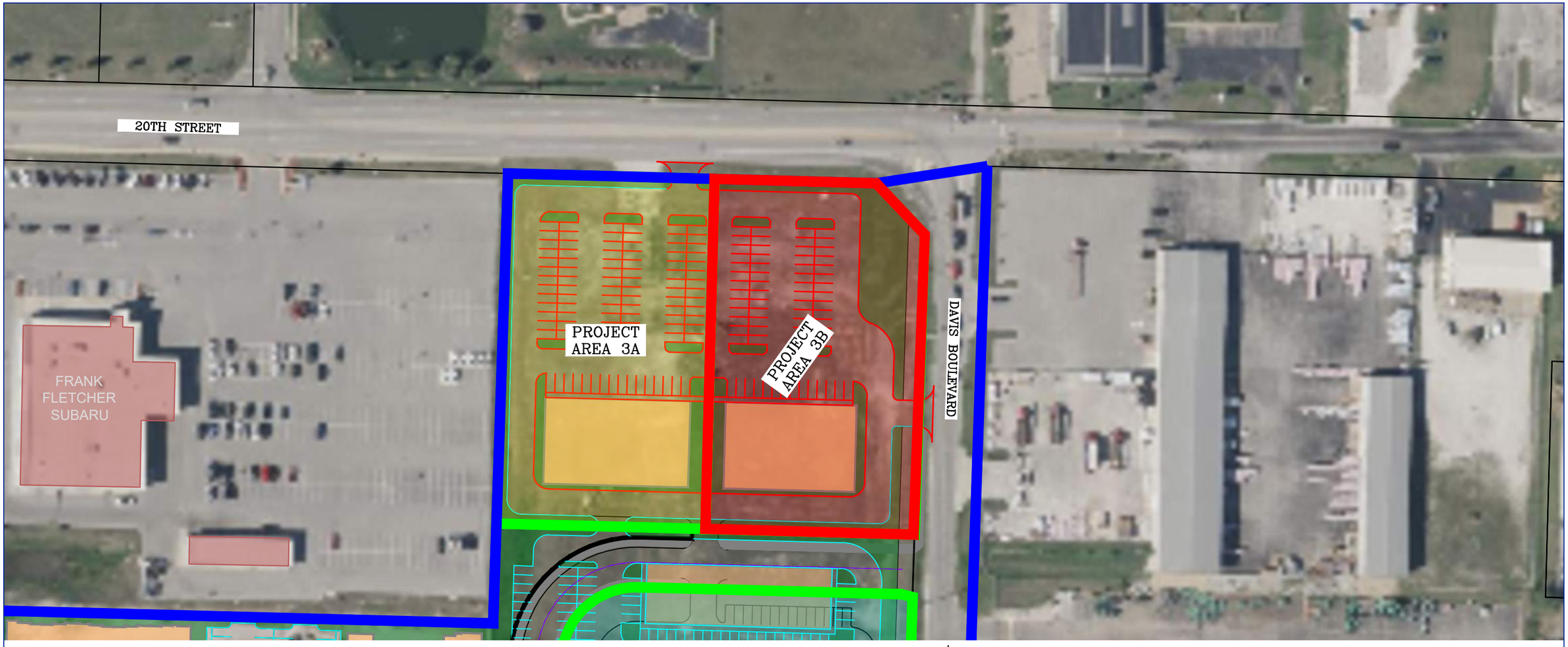

LEGEND

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GRAPHIC SCALE

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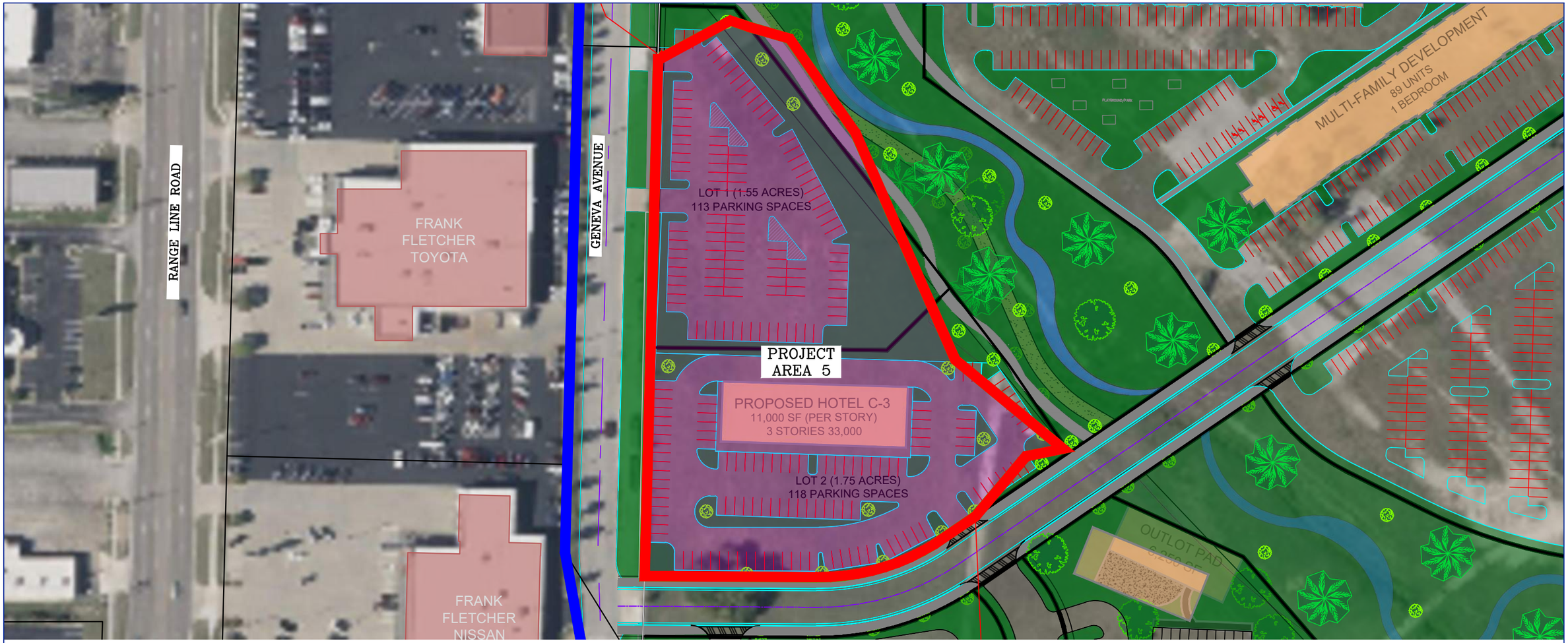
TIF PROJECT AREA
EXHIBIT - PROJECT AREA 3B

GENEVA AVENUE, JOPLIN, JASPER COUNTY, MISSOURI

DRAWN BY: TSR	FIELD BY:
DATE: 09/03/2024	FIELD BK:



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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(IN FEET)

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GRID

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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
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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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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



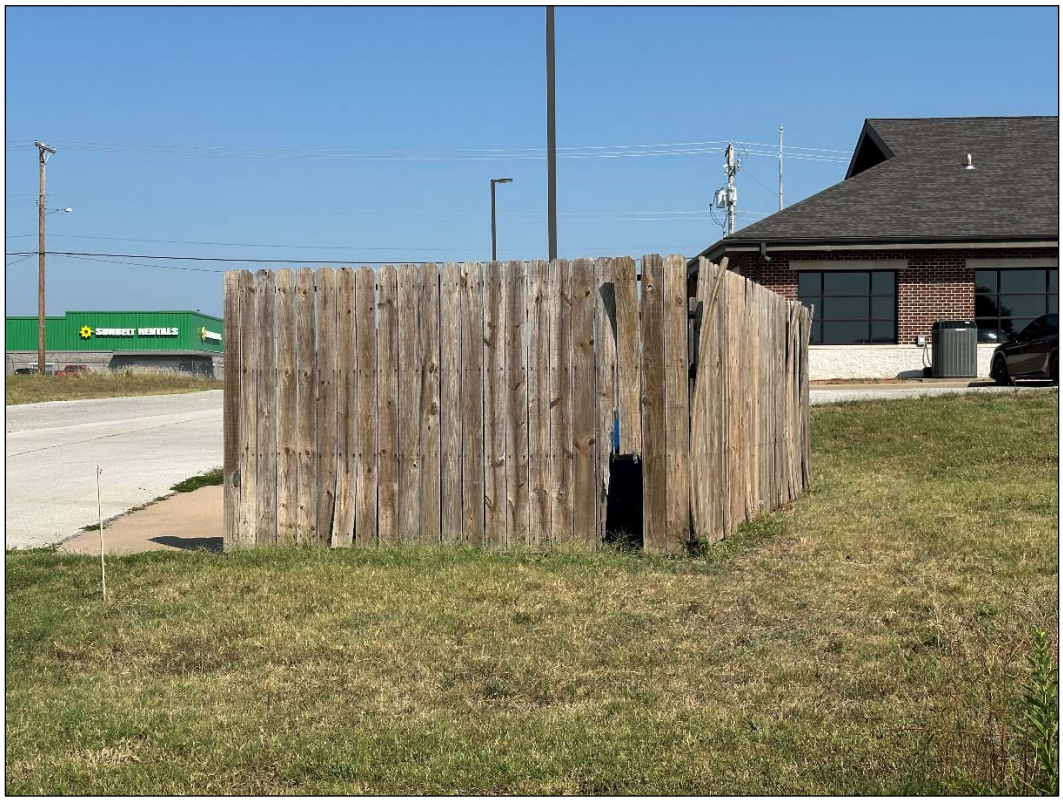
International Paper Co. – looking south – deterioration of fence; overgrown vegetation



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.

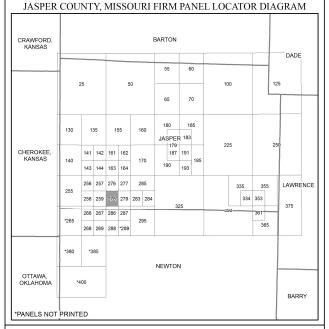
Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

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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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

			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	$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**	**$17,250,000**	
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	$39,000,000	$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	$25,000,000		$17,500,000			
- Furniture Fixtures Equipment	$6,000,000					
Multi-Family (275 units)	$80,500,000	$71,575,000	$4,425,000	$2,750,000	$1,750,000	$0
- Acquisition - $0.00 PSF	$0					
- Parking Lot Improvements	$5,500,000			$2,750,000		
- Vertical Improvements	$75,000,000		$4,425,000		$1,750,000	
- Amenity Package	$6,000,000					
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.

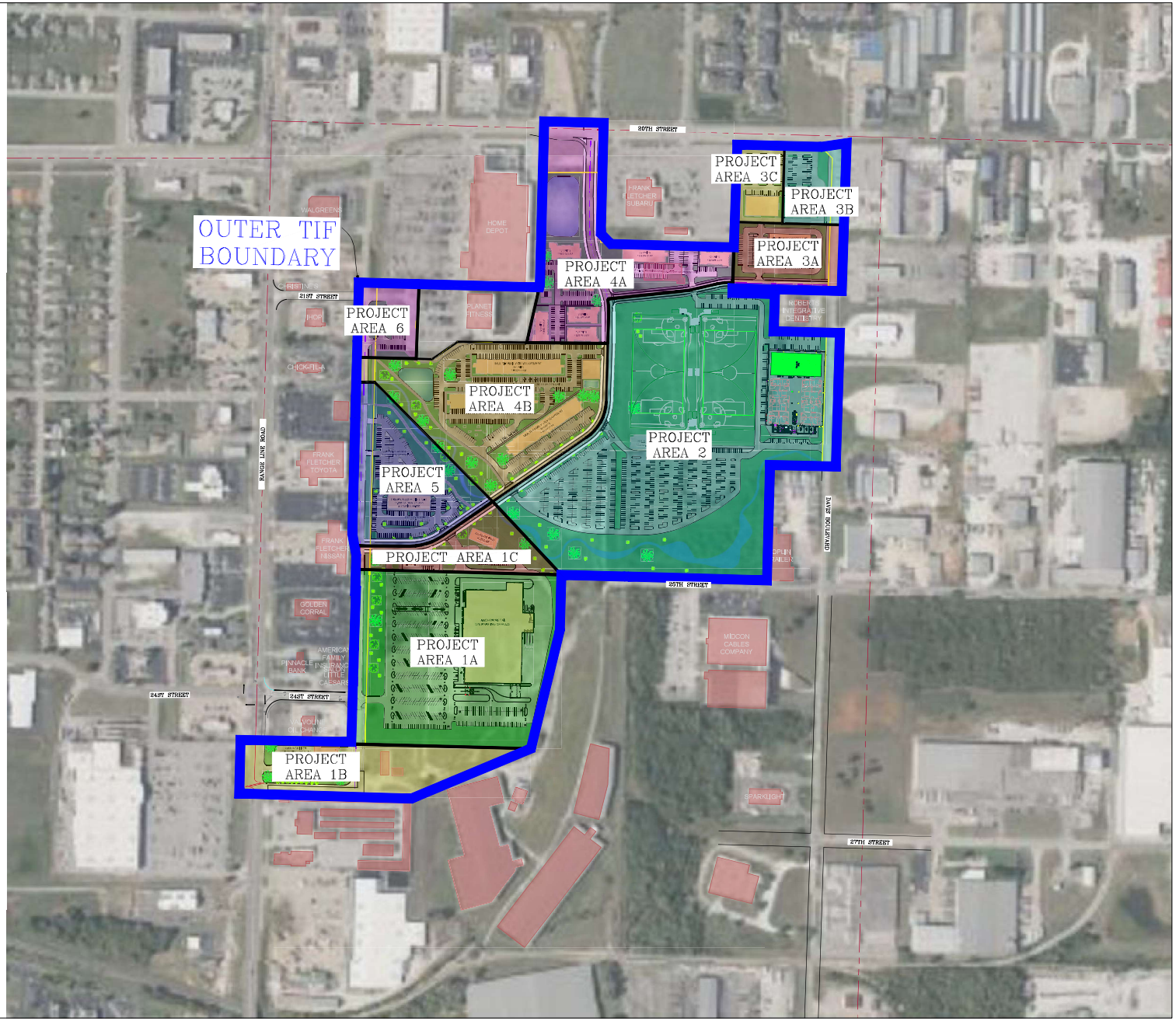
(2) This Development Project Cost Budget is an estimate of the development costs to implement the Project. The amounts set forth in the TIF and CID columns may allocate any cost savings to other line items with reimbursable expenses for cost overruns subject to the terms of the TIF Contract and the CID 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
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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 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

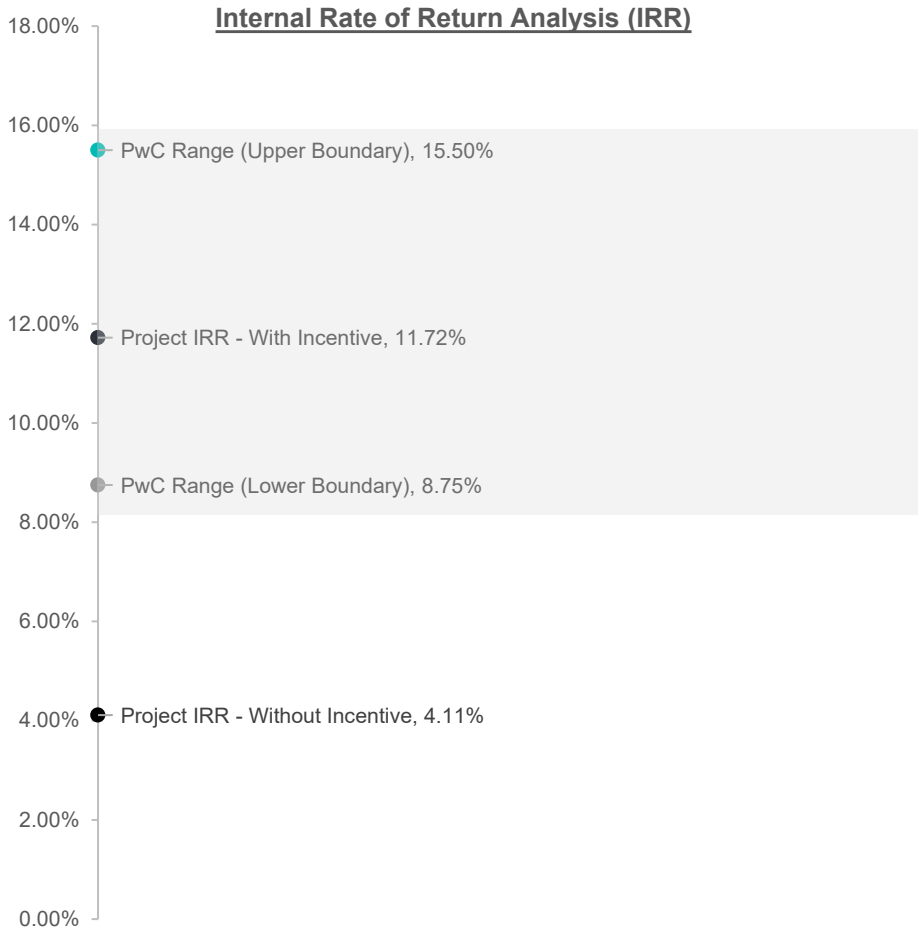
The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to review a request for public financial assistance from Woodsonia Real Estate Inc. ("Applicant"). The Applicant has a proposed a mixed-use development which will cover 70+ acres including a sports complex, an estimated 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*

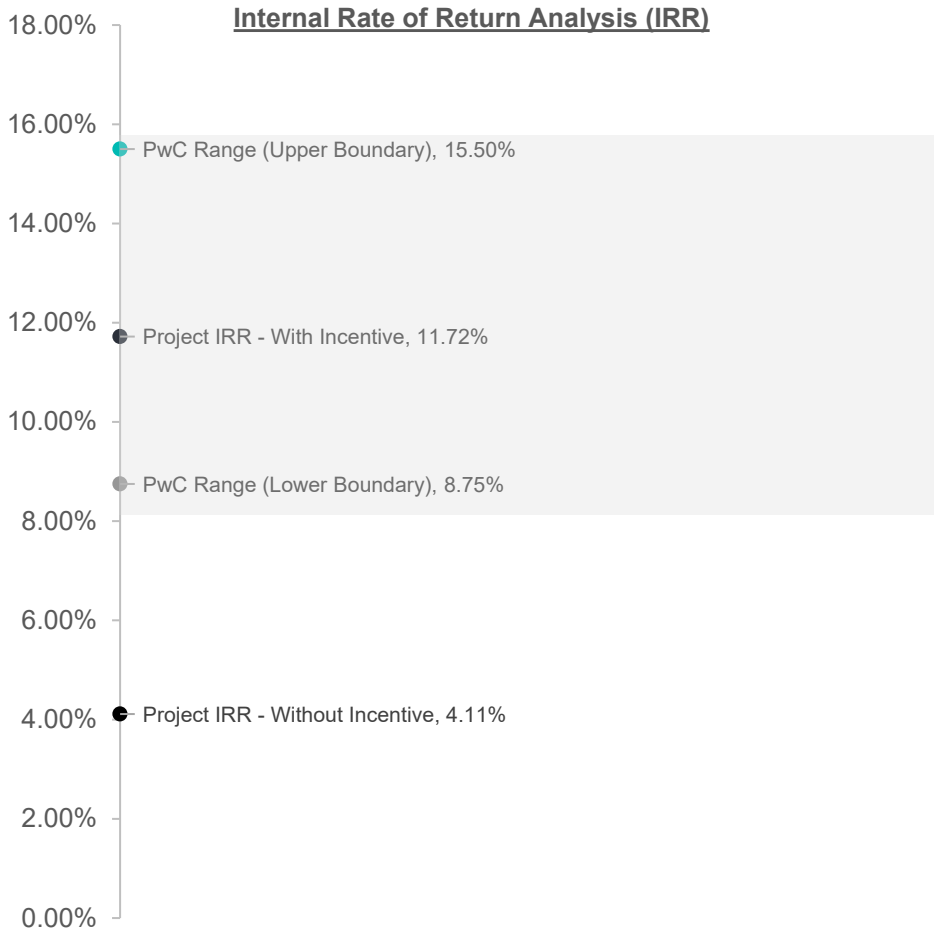
Quarter 2024, a national survey which publishes data on the commercial real estate marketplace sampled from active investors. BTMA referenced the PwC survey to assess whether the Project would proceed (on an unlevered basis) without the requested Incentive. The reported IRR and the cap rates from the 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.

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]

bakertilly
MUNICIPAL ADVISORS

January 23, 2025

Baker Tilly Municipal Advisors, LLC
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Overland Park, KS 66211
United States of America

T: +1 (816) 333 7200

bakertilly.com

Leslie Haase
Finance Director
City of Joplin
602 S Main Street
Joplin, MO 64801

Ms. Haase:

The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to evaluate the financial and managerial capacity of development entities associated with the proposed Prospect Village development ("Project"). This letter summarizes our evaluation of the primary Project developer, Woodsonia Real Estate Inc. ("Applicant"). Additionally, this review considers other entities retained by the Applicant to assist with the Project (together, the "Project Team"). The Project Team consists of; Pinnacle Indoor Sports, which is advising on the Prospect Village Sports Complex, OWN Engineering which is providing engineering services, environmental consultants Environmental Works and Cattails Environmental, and Rouse Frets White Goss Gential Rods, PC which is providing legal support.

To complete this managerial and financial capacity review, BTMA entered into a non-disclosure agreement with the Applicant. The information provided is either publicly available or the summary results of our analysis presented in a manner that protects the Applicant's confidential and proprietary information.

Purpose and Scope

BMTA evaluated a combination of information provided by the Applicant in response to a request for information and available public data sources to consider the Applicant's managerial and financial capacity to complete the Project as proposed in the current market. BTMA considered the Applicant's prior projects, available financial information, and Applicant and Project Team's general professional experience with each element of the Project as proposed.

Summary of Project – Applicant Financial and Managerial Requirements

The Project was formally initiated in May of this year when the Applicant presented its proposal for a mixed-use development east of Range Line Road and south of 20th Street. A significant portion of the 78.5-acre Project site was deemed an Environmental Protection Agency (EPA) Super Fund Clean Up Site in 1990 due to its long-use for mining, milling, smelting, solid waste landfill, and other uses requiring environmental remediation.

The Applicant has Proposed the following financing structure:

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	$8,625,000	$6,500,000	$ -
Sports Complex Facility	54,792,626	-	-	-	54,792,626
Softs Costs	42,300,000	24,050,000	10,900,000	7,350,000	-
Anchor Retail Store	39,000,000	17,500,000	17,500,000	4,000,000	-
Improved Commercial Lots	25,000,000	18,000,000	-	7,000,000	-
Land Acquisition	20,000,000	1,950,000	-	13,250,000	-
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	-	-	1,961,100	-
Fletcher Parking Improvements	1,000,000	1,000,000	-	-	-
Total	**$299,603,629**	**$145,875,000**	**$38,025,000**	**$56,111,003**	**$54,792,626**
% of Total Cost		**48.69%**	**12.69%**	**18.73%**	**18.29%**

The Applicant has proposed the following financing structure requiring a mix of approximately $145.9 million in private debt and equity.

The Project Team

Woodsonia Real Estate, Inc. is a Nebraska company initially formed in July 2009 by Mr. Andrew (Drew) Snyder. The Applicant is in good standing with the Nebraska Secretary of State with Mr. Snyder listed as the President, Treasurer, and Director of the domestic corporation.

The Applicant formed a Missouri chartered limited liability company, Prospect Village LLC, in June 2024. The purpose of Prospect Village LLC is to develop the Project.

Prospect Village LLC is owned by three partners. Mr. Snyder owns 65% and is the President. Mr. Carson Stratman owns 17.5% and is Director of Multi-Family development. Mr. Mitch Hohlen owns 17.5% and is the Director of Development.

The Applicant has retained multiple separate entities for assistance with the Project to form the Project Team. These are:

- OWN Engineering – engineering
- Rouse Frets White Goss Gentile Rhodes, P.C. – legal
- Environmental Works – environmental consulting
- Cattails Environmental – environmental consulting
- Pinnacle Indoor Sports – completed the Multipurpose Sports Facility Market Feasibility Report; will also oversee the design process, facility marketing, and helping hire and train a long-term facility operator.

The Applicant responded to disclosure questions on behalf of the Project Team addressing defaults, legal suits, bankruptcies, judgments, tax delinquencies, and felonies and reported that none were applicable except legal suits. Two of the affiliated parties were previously or are currently subject to legal action, but none of these actions appear to represent an impediment to the Project.

Managerial Capacity

To evaluate the Project Team's capacity to Manage the Project, BTMA reviewed the following.

- Background on the Applicant and the Project provided by the Applicant
- Company web sites.
- Publicly available information on the Applicant and its associated projects.
- Advanced Internet news searches.
- Publicly available information on the Applicant's past associated projects. Past and current projects include the following.

1. Mall of the Bluffs Redevelopment – Council Bluffs, IA
2. Streets of West Pryor – Lee's Summit, MO
3. The Streams Mixed Use Development – Omaha, NE
4. The West Center Village Mixed Use Development – Omaha, NE
5. Topgolf Anchored Redevelopment – Albuquerque, NM
6. Hill Mixed Use Development – Omaha, NE
7. Topgolf Anchored Redevelopment – Omaha, NE
8. Highland Trails Mixed Use Development – Gretna, NE
9. Lakewood West Mixed-Use Development – Bellevue, NE

Prior projects demonstrate the Project Team's experience in land and property development including retail property management. There is also a demonstrated range of product types including commercial, mixed-use, sports entertainment, and retail. These past projects are indicative of managerial capacity to successfully complete the proposed Project.

The Applicant does not have direct experience with environmental remediation of the type proposed in the Project but has hired qualified environmental consultants to supplement their expertise.

Financial Capacity

Baker Tilly Municipal Advisors reviewed the following documents to assess the Applicant's financial capacity to acquire the capital needed to execute the proposed Project.

- 2021 tax return for Drew Snyder
- 2022 tax return for Drew Snyder
- 2023 tax return extension for Drew Snyder
- Personal financial statement for Drew Snyder as of June 2023
- 2021 tax return for Carson Stratman
- 2022 tax return for Carson Stratman
- Personal financial statement for Carson Stratman as of June 2024
- 2021 tax return for Mitchell Hohlen
- 2022 tax return for Mitchell Hohlen
- Personal financial statement for Mitchell Hohlen as of Jan. 2024

Based on materials provided by the applicant, Baker Tilly has determined that there is a reasonable expectation that the Applicant will be able to secure the required debt and equity to execute the Project.

Sincerely,

Tom Kaleko, Principal

Tom Kaleko

BAKER TILLY MUNICIPAL ADVISORS, LLC

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bakertilly.com

January 28, 2025

Leslie Haase
Finance Director
City of Joplin
602 S Main Street
Joplin, MO 64801

Ms. Haase:

The City of Joplin, Missouri ("City") retained Baker Tilly Municipal Advisors ("BTMA") to review a request for financial incentives from Woodsonia Real Estate Inc. ("Applicant") for its proposed Prospect Village development ("Project") to evaluate the reasonableness and mathematical accuracy of the Applicant's projections in its Prospect Village Tax Increment Financing Redevelopment Plan ("Plan"). The Applicant proposes a mixed-use development east of Range Line Road and south of 20th Street to include a sports facility to be constructed by the Applicant and owned by the City. A significant portion of the 78.5-acre Project site was deemed an Environmental Protection Agency (EPA) Super Fund Clean Up Site in 1990 due to its long-use for mining, milling, smelting, solid waste landfill, and other uses requiring environmental remediation.

BTMA considered the assumptions and methodologies for four significant elements of the Applicant's Plan: **construction costs, property valuation and PILOTs, taxable annual sales and EATs capture, and baseline district sales.** Baker Tilly applied the following processes to evaluate the reasonableness and accuracy of the Applicant's Plan projections.

Assumptions and methodologies related to the cost of private construction:

- **Verification:** BTMA evaluated the Applicant's assumptions for the cost of construction using information from RSMeans data, a Gordian service, a leading provider of facility and construction data.
- **Evaluation**: BTMA determined that the estimated construction costs per square foot for the multi-family, hotel, and anchor retail store are reasonable and align with the estimates from RSMeans.
- **Exceptions and Variance:** No material exceptions or variances.
- **Determination:** Assumptions are reasonable, and the calculation is mathematically accurate.

Assumptions related to Increment Production:

BTMA considered projections prepared by the Applicant and those prepared by the Applicant's development counsel. As assumptions, timelines, valuation, and estimated sales activity were updated by the Applicant, BTMA maintained calculations of the Project's tax production to ensure consistency. Any inconsistency identified was communicated to the Applicant and revised in subsequent versions of the projections.

Assumptions and methodologies related to assessed valuation of private construction and associated PILOTs.

- **Verification:** The Applicant's process for valuation of private construction is consistent with expected methodologies to estimate construction valuation, appraisal, assessment, and taxation. BTMA evaluated whether the Applicant used correct property tax levy rates and that PILOT calculations were consistent with Missouri statute, properly accounting for exempt levies.

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- **Evaluation:** BTMA replicated the methodology used by the Applicant's counsel to calculate the valuation of private development in the Project proposal. The Applicant calculated the estimated appraised value by adding existing and post construction improved values for all properties. BTMA did not evaluate the property tax generation against state and local assessment collection practices, as the project phasing may vary between this valuation and ultimate construction. BTMA instead treated all construction as fully taxable in the year following the completion of that element of the Project.
- **Exceptions and Variance:** No material exceptions or variances. Any clarifications or comments on assumptions were communicated to the Applicant and revised.
- **Determination:** Applicant used 2023 property tax levies, as 2024 levies were not available at the time of preparation. The substitution of 2024 levies do not materially change forecasted PILOTs. The forecast of PILOTs is heavily influenced by construction cost estimates, which are addressed above. PILOT calculations were consistent with Missouri statute, properly accounting for exempt levies.

Assumptions and methodologies related to calculation of new taxable sales and associated EATs within TIF:

- **Verification:** The taxable sales generated by this activity are reasonable, and in line with BTMA's expectations for a project with a comparable development composition and geography.
- **Evaluation:** BTMA replicated the methodology outlined by the Applicant and the Applicant's counsel to calculate both taxable sales and EATs production and was able to replicate both with no material variations.
- **Exceptions and Variance:** No material exceptions or variances. Any clarifications or comments on assumptions were communicated to the Applicant and revised. However, sales tax projections could vary by up to 2% if all retailers opt to pay their Missouri sales taxes on time.
- **Determination:** Assumptions are reasonable, and the calculation is mathematically accurate.

Assumptions and methodologies related to calculation of taxable sales and associated project revenues within the CIDs:

- **Verification:** The Applicant's counsel supplied data and methodologies to support the baseline taxable sales within the boundaries of the proposed Community Improvement Districts (CIDs). BTMA evaluated the information and determined that the Applicant derived sales using reasonable sources and methodologies. Individual business sales data is confidential in the state of Missouri, therefore BTMA could not verify the precise baseline sales for the specific businesses in the District. However, the City has confirmed that staff have verified that the Applicant's projected baseline sales are within a reasonable range while preserving necessary confidentiality.
- **Evaluation:** BTMA replicated the methodology outlined by the Applicant and the Applicant's counsel to calculate both taxable sales and EATs production and was able to replicate both with no material variations. Sales tax generation may vary due to the state's early-payment discount on sales tax collections.
- **Exceptions and Variance:** BTMA did not identify any exceptions or variations in the Applicant's calculation methodologies. However, sales tax projections could vary by up to 2% if all retailers opt to pay their Missouri sales taxes on time.
- **Determination:** The Applicant's assumptions and methodologies are sufficient and use the best available information while adhering to Federal, State, and Local laws and policies regarding protection of confidential sales and sales tax information.

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Other assumptions, calculations, and considerations:

- **Financing:** BTMA verified that the cashflows from proposed Project revenues related to the Sports Complex CID will support the requested principal totaling $66.1 million, assuming uniform financing at 5.5% interest for the 27-year lifetime of the CID. On January 21, 2025, at the request of the City, BTMA provided a revised structure supporting principal of $61.5 million assuming reduced CID participation.

  Construction of the Sports Complex is assumed to be financed through CID debt. The balance of the Project is structured assuming pay-as-you-go reimbursement to the Applicant of Project costs from incentive cashflows and does not represent a direct financial obligation of the City.

- **Prior Analysis:** BTMA previously evaluated in its December 6, 2024, But-For Determination Report assumptions associated with private Project revenues from the sale of land, rental income from the proposed development, and costs associated with site infrastructure. No material exceptions or variances were identified.

We conclude that the Applicant's financial projections in its Prospect Village Tax Increment Financing Redevelopment Plan are based upon reasonable assumptions and are mathematically accurate. This Analysis is not an opinion of the likelihood of success of the proposed Project, nor a statement of financial or market feasibility. Projecting outcomes for projects of this nature involves subjective judgment which may or may not prove correct.

We would welcome an opportunity to discuss this analysis.

Respectfully,

BAKER TILLY MUNICIPAL ADVISORS, LLC

Tom Kaleko

Tom Kaleko, Principal

CC: Mr. Nick Edwards, City Manager

Disclosure and 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. Where 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 results.

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SCOPE APPENDIX to
Engagement Letter dated: November 11, 2021
Between the City of Joplin MO and
Baker Tilly Municipal Advisors, LLC

RE: Economic Development Assistance – Prospect Village
DATE: June 7, 2024

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between the City of Joplin ("Client") and Baker Tilly Municipal Advisors, LLC ("BTMA") and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors will perform the following tasks in association with the proposed Prospect Village project ("Project"). At the Client's discretion, services may be omitted if the Client determines the service is not needed.

Task 1. Developer Review
BTMA will independently analyze whether the applicant possesses the financial and managerial capacity to deliver the Project as proposed to include a review of the applicant's financials, references and responses to disclosure questions. If there are gaps in information provided by the applicant, BTMA will identify those gaps and explain why and if they preclude a complete understanding of the applicant's capacity.
BTMA will evaluate the strengths, challenges and risks of the financing plans put forth by the respondents.

Task 2. Public Cash Flow Analysis
BTMA will prepare an analysis of the applicant's public revenue projections.

a. Evaluation of the applicant's base assumptions.

b. Substitution of alternative assumptions, if warranted.

c. Calculation of projected revenues utilizing applicant's and recommended alternative assumptions.

d. If applicable, estimation of the net bond proceeds supported in the current marketplace by the dedicated revenue streams.

Task 3. Internal Rate of Return (But-For) Analysis
BTMA will provide an Internal Rate of Return Analysis based upon the applicant's Project proforma.

a. Review the applicant's proforma and related information to confirm accuracy of the calculations and reasonableness of assumptions.

b. Identify alternative assumptions, if warranted.

c. Calculate the unleveraged internal rate of return utilizing the applicant's assumptions and BTMA's suggested alternative assumptions.

e. Compare the calculated internal rate of return to the rate of return required by investors in similar projects.

f. Complete and convey a draft Analysis to the applicant for identification of confidential information and factual errors. Revise Analysis, as needed.

g. Convey the draft Analysis to Client for review and comment.

h. Hold a meeting (virtual or in-person) with Client to discuss the Analysis findings.

i. Finalize and convey to Client the final Analysis.

j. Present the Analysis results at TIF Commission and City governing body meeting(s).

Task 4. Fiscal Impact Analysis
BTMA will forecast the net fiscal impact to the Client and, if desired, other impacted taxing entities based upon the requested level of incentive.

a. Working with the Client and applicant, identify baseline assumptions for the analysis.

b. Estimate anticipated primary and – if desired – secondary benefits and costs for each taxing entity during the incentive period. Calculate the net benefit/loss for each taxing entity.

c. Prepare a draft report that will contain our findings and conclusions. Hold a remote meeting with the Client to review and discuss the draft report. Modify report as needed based on discussion with the Client.

Task 5. General Economic Development Consulting
BTMA will assist the Client in review of the applicant's proposals, negotiation with applicant, preparation of all entitlement documents and other matters related to the Project. BTMA will assist in the preparation of a term sheet documenting the results of negotiations for incorporation into the development agreement and other entitlement documents. As needed and requested, BTMA will meet with the Client's Project team and governing body members to inform them of the status of the project and further negotiations. During negotiations, BTMA will consider alternative Project funding sources (grants, tax credits, etc.).

DELIVERABLES (based upon Client's initial requested Scope of Services)

a. A written Developer Review, Internal Rate of Return Analysis,Public Cash Flow Analysis and Fiscal Impact Analysis. Reports shall be presented in electronic format suitable for reproduction by the Client.

b. Remote meetings with the Client to discuss each report.

c. Presentation of the Internal Rate of Return Analysis (and other reports, if desired by the Client) at TIF Commission and City governing body meetings.

SCHEDULE

Delivery dates will be mutually determined by the Client and BTMA. BTMA's ability to complete the work will be highly impacted by the applicant's responsiveness to requests for information.

PROJECT TEAM



Tom Kaleko — Principal

Role: Principal in charge

Tom has provided financial advice to Missouri and Kansas cities, counties and school districts since 2005. Previously, he served for 20 years in various city management roles. Tom has extensive experience helping high-growth communities address their capital needs. He specializes in the areas of economic development and development finance – aiding in the evaluation and financing of mutually beneficial public-private partnerships. Tom is uniquely adept at communicating complex information. He received a Master of Public Administration from the University of Kansas and a Bachelor of Business Administration from the University of Tennessee. Tom is MSRB Municipal Advisor Series 50 and Series 54 Qualified.



Kolbe Krzyzanowski, Manager

Role: economic development specialist

Kolbe joined the firm in 2021, bringing experience in local government and economic development. Before joining Baker Tilly Municipal Advisors, LLC, Kolbe worked as an independent research consultant and economist for a large city in Missouri. He played a crucial role in the preparation of a $1.7 billion annual budget, provided analytical support for strategic initiatives, created complex financial models, and conducted policy, program, fiscal, and economic analyses, including developing cost-benefit and feasibility studies for economic development projects.



Joshua Davis — Consultant

Role: Quantitative analysis

Joshua joined the firm in 2023 after graduating from The University of Chicago with a master's degree in public policy where he specialized in municipal finance, energy and environmental policy, and data analytics. Joshua provides analytic and quantitative support on general obligation and revenue-backed financing for state and local entities, debt structuring, and issuer credit rating analysis. Joshua's professional background includes previous work in governmental affairs and was a recipient of the Energy Policy Institute's Bartlett Fellowship at The University of Chicago.

COMPENSATION AND INVOICING

Fees for services set forth in this Scope Appendix will be billed monthly at the Standard Hourly Rates in the table below.

Standard Hourly Rates	
Staff Level	Hourly Rates
Partner / Principal /Director	$295-$525
Manager	$235-$340
Consultant / Analyst	$160-$235
Support / Paraprofessional	$115-$175

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

BTMA will invoice the Client for out-of-pocket expenses such as travel, copies, faxes, conference calls, credit reports, the cost of research information, or other expenses necessary to complete this Scope of Services. Additional work requested and authorized by the Client outside this Scope of Services will be invoiced at the Standard Hourly Rates.

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

NONATTEST SERVICES

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- Evaluate the adequacy and results of the nonattest services we perform.
- Accept responsibility for the results of our nonattest services.
- Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

CONFLICTS OF INTEREST

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

TERMINATION

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,

Tom Kaleko

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: Leslie Haase
Title: FINANCE DIRECTOR
Date: JUNE 12, 2024

bakertilly

Baker Tilly Advisory Group, LP
5440 West 110th St, Suite 300
Overland Park, KS 66211
United States of America

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July 25, 2024

Ms. Leslie Haase
Finance Director
City of Joplin
602 S. Main St.
Joplin, MO 64801

Dear Leslie,

This letter amends our Scope Appendix dated June 7, 2024 and titled "Economic Development Assistance – Prospect Village."

To the above referenced Scope Appendix, the following additional Task 6 is added.

Task 6. Municipal Advisory Services

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a Project), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.

2. Survey the resources available to determine the financial feasibility of a Project.

3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.

4. Assist the Client in selecting an approach for a Project.

5. Advise the Client generally on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might be relevant to a Project.

6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.

7. Assist Client in coordinating the activities of the working group for a Project as needed.

8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.

9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a Transaction), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the issuance (the Debt Obligation).

2. Assist the Client in determining an appropriate method of sale for the Debt Obligation (e.g., competitive, negotiated, private placement.)

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.

4. Advise the Client on current market conditions, financial impacts of federal, state, or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.

5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.

6. Assist the Client in the analysis of utilizing credit enhancement and aid in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.

7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.

8. Assist Client in identifying other professional services that may be necessary for the issuance or post -issuance requirements of the Debt Obligation.

9. Assist the Client in connection with the preparation, composition, review, and distribution of an offering document (e.g., Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project, and the Debt Obligation.

10. Provide relevant information for and assist with the review of other primary financing documents, including, but not limited to, the relevant governing body issuance resolutions/ordinances, bond purchase agreement, and official notice of sale.

11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material to render an independent, informed purchase or investment decision concerning the Client's proposed financing.

12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.

13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

If this amendment to the referenced Scope Appendix is acceptable, please sign below and return one fully executed PDF to me. Thank you.

Respectfully,

Tom Kaleko

Tom Kaleko, Principal

7/29/24

Date

Leslie Haase

Signature

LESLIE HAASE

Name

FINANCE DIRECTOR

Title

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Finance Committee Memo

Our Committee would like to thank you for the opportunity to review the Prospect Village Project. Even though we had a very short time frame, we were able to have one very productive meeting and will give you our analysis from this meeting.

In this meeting, we had a live video call with Drew Snyder of Woodsonia and four representatives from Baker Tilly who worked on the project. Baker Tilly explained their process and “due diligence” and Mr. Snyder answered numerous questions for us. Coincidentally, since I am on the TIF Commission also, I had heard some, but not all of this before and had voted on the project to advance.

This is our summary of that meeting: I have 7 points to make and it will only take 5-6 minutes of your valuable time.

I believe you already know most of this.

First and Most Important

The City should not have any financial loss of funds from this project regardless of the outcome, full or partial development.

Secondly

The City is working with a Midwestern developer in Woodsonia that we have had experience with to date on several projects. As you know, Woodsonia has several reputable consultants working for them to assist in design, environmental issues, sports complex expertise, etc. Moreover, Woodsonia has spent approximately two years of time and significant money already on this project and seems very committed.

Thirdly

The City hired Baker Tilly, a large worldwide accounting and consulting firm with an excellent reputation. They reviewed the tax returns and financials of the Woodsonia owners. Baker Tilly did extensive background checks, internet research, analyzing management capability, and past Woodsonia for their expertise and capability to successfully complete projects. Moreover, they checked references and determined that Woodsonia had a reasonable expectation to secure the debt and equity of $147 million to execute the project.

The Committee asked Mr. Snyder extensively about the potential of cost overruns in the remediation of the property prior to construction. Mr. Snyder said the construction budget had several million dollars in contingency for cost overruns and there could be some. However, if the overruns went beyond the contingency amounts, he would be responsible, not the City.

Our Committee summarized that Baker Tilly's "due diligence” seemed extensive and acceptable. Moreover, Mr. Snyder seemed to know the risks and obstacles.

Fourth

Another layer of due diligence for the project is the bank and/or investment firm which will allegedly be lending Woodsonia approximately $100 million. Lenders usually do not loan on a project like this without extensive research and are more than likely asking Woodsonia to inject an estimated $50 million of their own money first, before the lenders' funds are injected. At this point, Woodsonia is financially very much committed and at risk for that capital injection. This would make it financially very painful for Woodsonia to withdraw.

Fifth

We were told by City staff that our staff engineers and staff financial professionals had reviewed the costs and projections and were satisfied, also.

Sixth

As you know better than our Committee, we believe your expansion of the sports complex to be equal to or better than the other regional, bigger city sports complexes was very astute and should be a wise financial decision, in the long run, to attract regional sports teams on weekends to our community to stay at hotels, eat at our restaurants and generate new tax revenue. While providing a benefit to Joplin citizens most of the time.

Seventh

Our committee certainly felt the land was blighted and has been blighted for decades. Even if the project is slow to develop or only partially developed, any development would be an improvement from the current status of the property.

In conclusion

This is a business investment and real estate development by Woodsonia, that certainly possesses some risk and a probability of success or disappointment as none of us know for sure how it will fully develop. However, the financial risk is on Woodsonia and the lenders. Again, as long as no City of Joplin funds are exposed or at risk, which we have been told by staff, it seems a reasonable project to pursue that could provide significant benefits to our community and improve a long time, large, blighted piece of property in our city, that is in a prime location.

Finance Committee

Russ Alcorn

Chairman

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Resolution 2025-02 CDBG-DR Round 1 Action Plan Amendment #24

MEETING DATE
February 3, 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 is a resolution that authorizes the filing of Substantial Amendment #24 of CDBG-DR Action Plan Round 1 with the U.S. Department of Housing and Urban Development (HUD).

BACKGROUND
The proposed amendment #24 will re-allocate $1,750,000 from the Future Economic Development Activity, and increase Program income allocated by $131,000 to LMI Public Infrastructure Improvements Activity to fund a $3,300,000 sidewalk activity. A substantial amendment, by definition, is an amendment to and Action Plan over $1,000,000, and requires posting for public comments and City Council approval in order to submit to HUD for review. Notice of amendment was advertised in the publication of highest circulation, the Joplin Globe, and posted on the City's website. If approved, this amendment will be forwarded to HUD for their review.

RECOMMENDATION
Staff recommends adoption of this Resolution.

ATTACHMENTS
Exhibit A – Sidewalks Assessment Map
CDBG-DR Round 1 Action Plan Amendment #24
Public Meeting Sign-in and Support Letters
Resolution No. 2025-02

AMENDMENT #24 – December 19, 2024

The amended text is found in the following pages to highlight the information that has changed. The information is also integrated into the entire Action Plan that follows.

The City of Joplin is amending the Community Development Block Grant Disaster Recovery (CDBG-DR) Program's action plan regarding the first round of funding ($45,266,709). A submission of this amendment will be made to the U.S. Department of Housing and Urban Development (HUD).

Substantial Amendment #24 deletes the Future Economic Development Activity and re-allocates $1,750,000 of funds to the Public Infrastructure Improvements.

INFRASTRUCTURE

Public Infrastructure Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$3,181,601.86
Geographic Area:	City of Joplin; Census Tract 110
Performance Outcomes:	Design, Procurement, Construction Administration, Construction, and Construction Inspection activities associated with infrastructure projects in the LMI Census Tract 110

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for curb and gutter rehabilitation, and sidewalk/ADA ramp improvements. Over 75% of these projects will benefit the LMI population.

Curb and Gutter

Basis for Allocation

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within census tract 110.

The most recent sidewalk assessment demonstrates that curb, and gutter infrastructure is poorest in the LMI areas not in the directly impacted area of the tornado. This is an indirect effect of the tornado, and a disparate impact for the residents of the neighborhoods as a result of the tornado and recovery.

.

Long-term Recovery from Specific Disaster
Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving storm water capture and management through neighborhoods and commercial areas. Improving the storm water capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within census tract 110.

The most recent sidewalk assessment demonstrates that sidewalk infrastructure is poorest in the LMI areas not in the directly impacted area of the tornado. This is an indirect effect of the tornado, and a disparate impact for the residents of the neighborhoods as a result of the tornado and recovery program.

This will maximize our CDBG-DR usage in all directly and indirectly impacted areas for ADA, as a disparate impact of the recovery program is the most suited infrastructure for persons will disability are in the directly impacted area of the City, while much of the affordable housing in in the LMI areas with relatively poor infrastructure relative to the disaster area.

Long-term Recovery from Specific Disaster
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Overall Project

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used.

Future Economic Development Activity

Amendment #24: Activity Deleted

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0.00 Geographic
Area:	City of Joplin
Performance Outcomes:	Performance outcomes to be determined. Funds reserved for a future economic development Activity.

Basis for Allocation
As described in Section V – Planning Efforts, the City of Joplin undertook a comprehensive Capital Planning process in order to determine the most effective use of CDBG-DR funds. Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

The funds in this Activity have been set aside for a future economic development Activity, which will be fully detailed and described in a subsequent Action Plan Amendment.

CDBG Eligibility and National Objective
This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objectives of Low and Moderate Income.

Long-term Recovery from Specific Disaster
The long-term benefit gained from this Activity will be detailed in a subsequent Action Plan Amendment.

COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY – ROUND I

AMENDMENT #24 TO INITIAL ACTION PLAN FOR THE CITY OF JOPLIN

Supplemental CDBG Disaster Recovery
Authorized by the Supplemental Appropriations Act, 2011
(Public Law 112-55)
U.S. Department of Housing and Urban Development
Docket No. FR-5628-N-01
[Federal Register: April 16, 2012 (Volume 77, Number 73)]

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I. EXECUTIVE SUMMARY

The U.S. Department of Housing and Urban Development ("HUD") requires the City of Joplin ("Joplin" or "the City") to submit an Action Plan for Community Development Block Grant – Disaster Recovery ("CDBG-DR") program as the main condition to the City's receipt of $45,266,709 of federal funding under the Supplemental Appropriations Act, 2012 (the "Act") (Public Law 112-55). The Act provided $400 million in CDBG-DR funds for purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.) The City of Joplin's grant number for Round I funding is B-12-MT-29-0001.

This Action Plan provides an assessment of the need for the funding and the City's public outreach, citizen participation, and Capital Planning processes. This Action Plan also describes the programs and activities for which the funding is intended to be used. The City's intended programs and projects fall within the CDBG-DR Program's Activity classifications including: Housing, Infrastructure, Economic Development, and Public Services. A portion of the funds will be used for Planning and Administration of the City's CDBG-DR Program, as permitted by HUD. In addition, all expenditures of the funds, other than Administration and Planning, will meet at least one of the three federally-mandated national objectives: low- and moderate income benefit; elimination of slum and blight; and urgent need. The City of Joplin will also ensure that at least 50% of its CDBG-DR grant funds are used for activities that benefit low- and moderate–income ("LMI") persons.

All funding will be in compliance with the federal requirements set forth in public notices released by HUD on April 16, 2012, in the Federal Register at Vol. 77, No. 73, Page 22583 entitled: "Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant (CDBG) Disaster Recovery Grantees Under the Department of Housing and Urban Development Appropriations Act, 2012" (FR–5628–N–01).

II. INTRODUCTION

On Sunday, May 22, 2011, a catastrophic Enhanced Fujita-5 (EF-5) tornado struck the City of Joplin, Jasper County, and Newton County in southwest Missouri in the late afternoon. With winds in excess of 200 miles per hour (mph), the ¾-mile-wide tornado cut a 6-mile path of destruction through central Joplin. The tornado caused 161 fatalities and approximately 1,371 injuries as of May 27, 2011, making it the single deadliest U.S. tornado since 1947. Thousands of structures were destroyed or damaged, from single family homes to apartment buildings to large retail and public buildings, including St. John's Regional Medical Center, the Home Depot, and Wal-Mart.

In the aftermath of the tornado, emergency responders and the public began conducting search and rescue operations in damaged buildings and provided medical care and shelter for survivors. The tornado overwhelmed the capabilities of the City of Joplin, Jasper County, and Newton County, requiring a massive response from Federal, State, county, local, private sector, non-profit, and voluntary organizations. Personnel from more than 400 public safety organizations deployed to Joplin to assist with response and recovery operations.

The tornado caused severe damage to the City's housing, business, infrastructure, and public service sectors. The devastation caused by the tornado emphasizes the need for a thoughtful and comprehensive long-term recovery process. This Action Plan was developed after soliciting considerable input from affected communities and stakeholder groups beginning immediately after the disaster with the Citizens Advisory Recovery Team (CART) Plan and Comprehensive Plan 2012 and ultimately concluding with the City of Joplin's Capital Plan.

To address the extensive devastation caused by the tornado in these various sectors, the City proposes a range of programs to provide relief, detailed in Section VIII – Program Descriptions. Amendments to this Action Plan will be necessary at different points throughout the long-term recovery. As additional needs are identified and prioritized or additional CDBG-DR monies are allocated to the City of Joplin by HUD, new programs may be added or existing programs may be altered in a manner necessitating amendment. Action Plan amendment protocol are described in section VI – Programmatic Procedures.

III. IMPACTED AREA

The tornado initially touched down just east of the Kansas state line near the end of 32nd Street at 5:34 pm CDT and headed due east, downing severely trees at EF0 intensity. The widening tornado then tracked into the more densely populated southwest corner of Joplin, near the Twin Hills Country Club. Several homes were heavily damaged at EF1 to EF2 strength at a subdivision in this area. The tornado continued to strengthen as it ripped through another subdivision just east of Iron Gates Rd.

The now massive wedge tornado then crossed S. Schifferdecker Ave, producing its first area of EF4 damage as several small commercial buildings were flattened. Consistent EF4 to EF5 damage was noted east of S. Schifferdecker Ave and continued through most of southern Joplin. Damage became remarkably widespread and catastrophic at the nearby St. John's Regional Medical Center. The hospital lost many windows, interior walls, ceilings, and part of its roof, and its life flight helicopter was also blown away and destroyed. Six fatalities were reported there, and the nine-story building was so severely damaged that it was deemed structurally compromised, and was later torn down. The tornado also affected neighborhoods near McClelland Boulevard and 26th Street, with houses being damaged and some being swept completely away.

As the tornado tracked eastward, it maintained EF5 strength as it crossed Main Street between 20th and 26th Streets. Virtually every business along that stretch was heavily damaged or destroyed. Entire neighborhoods were leveled in this area with some homes swept away. The storm tracked just south of downtown, narrowly missing it.

As the tornado crossed Connecticut Ave. further to the east, it destroyed several large apartment buildings, Dillon's grocery, and a local bank. The tornado then approached Range Line Road, the main commercial strip in the eastern part of Joplin, flattening additional neighborhoods along 20th Street.

The heavily rain-wrapped tornado continued at EF5 intensity as it crossed Range Line Road. In that corridor between 13th and 32nd Streets, the damage continued to be catastrophic and the tornado reached its widest point, nearly 1 mile wide. The tornado completely destroyed Walmart Supercenter No. 59, a Home Depot store, and numerous other businesses and restaurants in this area. Many fatalities occurred in this area, and damage was rated as EF5.

Extreme damage continued in the area of Duquesne Road in southeast Joplin. Many houses and industrial/commercial buildings were devastated in this area as well. The last area of EF5 damage occurred in the Crossroads industrial park. Many homes were destroyed further to the east at EF3 to EF4 strength in a nearby subdivision, and East Middle School sustained major damage.

The tornado then continued on an east to east-southeast trajectory towards Interstate 44 where it weakened. Nonetheless, vehicles were blown off the roadway and mangled near the U.S. Route 71 interchange. The damage at and around the interchange was rated EF2 to EF3. The weakening tornado continued to track into the rural areas of southeastern Jasper County and northeastern

Newton County where damage was generally minor to moderate, with trees, mobile homes, outbuildings, and frame homes damaged mainly at EF0 to EF1 strength. The tornado lifted east of Diamond at 6:12 pm CDT according to aerial surveys. The tornado's total track length was at least 22.1 miles long.

The map below depicts the path of the Tornado through the City of Joplin as well as damage levels to critical facilities including hospitals and medical centers, schools, and shopping centers.



IV. UNMET NEEDS

On May 22, 2011 the City of Joplin was struck with a massive EF-5 multiple-vortex tornado that impacted one-third of the community, with physical losses exceeding $3 billion and resulting in 161 deaths. Since the disaster, the community's residents have demonstrated the dedication to recover and rebuild.

The following needs assessment and proposed allocation is based on the best currently available data and may be adjusted during a future amendment to the Action Plan.

HOUSING IMPACT AND UNMET NEEDS

As a result of the May 22, 2011 tornado, several residential properties were severely impacted, which included a variety of single and multi-family as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 3,500 dwellings were destroyed with an additional 4,000 were damaged, affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. The immediate housing needs that were identified by the City and FEMA resulted in the placement of 586 Temporary Housing Units (THUs) throughout the community. It became clear very quickly that the regional housing market could not provide for the affected households. The temporary solution of FEMAs THUs was crucial in housing families after the storm; however, these were families that would need permanent housing solutions.

Shortly after the tornado, the City of Joplin commissioned a comprehensive Housing Study to assess the situation. This initial assessment helped the City of Joplin to immediately capture its needs so that the rebuilding process could begin without delay. Based on the results of this assessment the City of Joplin programmed its Round 1 funding with what it believed would address the housing unmet needs. The agreed upon activities included single family homeownership direct assistance, mixed-income multi-family residential, and single family rehabilitation.

In 2012 the City of Joplin was awarded a second round of funding through the CDBG-DR program. With the new funding the City needed to update the City's initial Housing Impact Assessment. The City commissioned Novogradac to complete a second Housing Study to get a more accurate picture of the housing needs at that point in time. With this study the City conducted its own analysis based on City's Building Permit Data, Aerial Photography, School enrollment data, and Utility service data. The City of Joplin determined that there was still a need

for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with moderate income, and replacement and rebuilding of owner-occupied homes.

In 2014, to ensure that the CDBG-DR funding was being used to most effectively address the Housing unmet needs, the City of Joplin contracted Bowen National Research to conduct an updated Housing Assessment. From the study a list of key recommendations was compiled and presented to the City. These recommendations included:

1. Residential Development Efforts Should Focus on Specific Areas
2. Encourage and Support Adaptive Reuse of Vacant Structures
3. Support Efforts to Renovate/Repair/Maintain Existing Housing
4. Support and Expand First-Time and Low-income Homebuyer Programs
5. Encourage the Development of Diverse Housing Products
6. Monitor the Performance and Impact of Housing Product in the Development Pipeline
7. Encourage Private-Sector Residential Development Involvement

As well these seven general recommendations, more specific targets were identified as part of this study. The study showed that the largest group of citizens looking to purchase households will be with incomes under $25,000 and the greatest growth is projected to be among the older adult population age 55 and older. With these updated statistics, the City has been able to develop Action Plan Amendments to allocate funds to effectively address the housing unmet need, however a significant need still exists for Section 8 multifamily rental units, market rate multifamily units targeted towards persons with low to moderate income, and replacement and rebuilding of owner-occupied homes.

INFRASTRUCTURE IMPACT AND UNMET NEEDS

Since the initial assessment of infrastructure damages described in detail below and provided in previous amendments, several subsequent assessments of the City's infrastructure needs have been conducted, including a reallocation of funds during the City's Capital Planning process. As a result, a significant portion of the City of Joplin's CDBG-DR Round II funds will be applied toward public infrastructure improvements. The only infrastructure projects that will remain in Round I will be the Trails Reconstruction/Construction. The following text was included in previous amendments and reflects the needs identified immediately after the disaster.

An assessment of public infrastructure and infrastructure systems that were damaged due to the May 22nd tornado was performed by the City's Public Works Department with the initial FEMA assistance was considered. The three main infrastructure elements that need additional assistance at this point are Sidewalks, Trails, and Trees.

The assessment for damaged sidewalks resulted in a conservative estimate need of $2,500,000. The City did receive $117, 897 from FEMA for Sidewalk repair; however, the budget for this item remains at $2,500,000 to include a small amount for contingencies.

An important goal that was a result of the CART process was to incorporate more trails for the purpose of alternative forms of transportation. The City will use the construction of sidewalks along with the construction of trails to provide a safe means of transportation. The aim of this

project will be to ensure that people of all income levels have access to the resources of the community through linking the damaged neighborhoods to each other and to the commercial and cultural resources of the City. The initial estimates for restoring trails in Parr Hill and Campbell Parks as well as adding connections from these parks to other resources totaled approximately $2,200,000.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a hodgepodge variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Expected costs can be about $15/tree/month for a minimum of 5 months/year, or $150/tree. Such companies expect to be hired to plant the tree to ensure accordance with planting standards, about $100/tree. So each tree costs, with all tallied, about $350. The proposed CDBG funds would provide funds for approximately 6,333 ROW trees. This amount is estimated to be the excess need after all current funds and donations are considered. These numbers do not include trees that people go out and buy themselves.

ECONOMIC IMPACT AND UNMET NEEDS

The May 2011 disaster affected the local economy by displacing residents and employees, and damaging and destroying infrastructure. The path of the tornado crossed several of the commercial corridors in the City of Joplin which had a substantial effect on the local economy. 553 businesses were destroyed or severely damaged by the storm.

Between 4,500 and 5,000 employees were affected by the tornado but approximately 3,000 were kept on payroll in some capacity, which is partially attributable to the fact that many jobs were at major employers such as the hospitals and Wal-Mart, which have been rebuilt since the time of the disaster.

The community continues to have an ongoing need for economic development to stimulate the economy. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, access to public transportation, and competitive operating costs. The City has a permanent population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming.

In addition, a key aspect of Joplin's recovery is employing the unemployed and upgrading the skill sets of the underemployed. There is a need to fill gaps in the area's workforce, provide better-skilled workers and appropriate infrastructure to existing and new companies, and enable local residents, particularly those with low/moderate incomes (LMI) to advance their skills and, consequently, their standard of living.

ASSISTANCE EXPECTED/RECEIVED

The predominant funding sources available to the City of Joplin and its residents outside of CDBG-DR are the Federal Emergency Management Agency (FEMA) and private insurance.

FEMA Assistance (as of December 7, 2015):

Individual Assistance (IA) and Small Business Administration (SBA):

- Nearly $21 million in grants has been approved in Jasper and Newton counties for home repairs, temporary housing and other critical disaster-related needs through the Individuals and Households Program.
- FEMA provided direct, temporary housing to 586 households occupying temporary housing units, among 15 sites throughout the metro Joplin area. 586 households (100%) have moved out of FEMA temporary housing and into longer term or permanent housing.
- FEMA has provided more than $4.8 million to help fund crisis counseling services through community-based outreach and short-term interventions. The services help disaster survivors review their recovery options, discuss their reactions and learn coping strategies.
- The U.S. Small Business Administration (SBA) has approved more than $43.4 million in low-interest disaster loans for 521 tornado-impacted individuals, businesses and not-for-profits. SBA provides these loans to help cover property losses. In addition, SBA provides economic injury loans (working capital) for eligible businesses.
    1. 417 low-interest disaster loans to homeowners for $26.8 million
    2. 100 low-interest disaster loans to businesses for $16.4 million
    3. low-interest disaster loans to not-for-profits for $256,400

Public Assistance (PA):

- FEMA provides grants to local, state and federal governmental entities, tribal nations and certain not-for-profit organizations to help reimburse eligible costs to remove debris, provide emergency protective measures and to repair or replace damaged public infrastructure and facilities.
- FEMA expects to spend nearly $150 million in both counties to help remove debris, provide emergency protective measures and to permanently repair or replace public buildings and infrastructure damaged or destroyed by the tornado. About $20 million of this amount will help fund eligible recovery costs for the City of Joplin; about $2.5 million for the City of Duquesne. So far, about $97.5 million has been paid to the State of Missouri for disbursement to 25 eligible entities, including local governments, school districts and critical facilities such as hospitals.
    - As of this Amendment to the Initial Action Plan, the city of Joplin has received $2,959,521.90 in FEMA Public Assistance.

Insurance Statistics

Losses as of October 31, 2012:

Provided by Missouri Department of Insurance, Financial Institutions, and Professional Registration

Line of Business	Claims Received	Claims Expected	Losses Paid	Losses Incurred
Commercial Property	2,142	2,159	$986,829,440	$1,320,220,325
Residential Property	8,647	8,784	$535,724,886	$554,388,779
Commercial Auto	309	309	$4,377,076	$4,783,049
Private Auto	6,982	7,117	$47,898,047	$51,084,766
Other Commercial	313	315	$15,031,287	$19,210,900
Total	**18,393**	**18,683**	**$1,589,860,736**	**$1,949,687,819**
County Mutuals	1,477	1,516	$61,789,887	$67,876,781
Total	**19,870**	**20,199**	**$1,651,650,623**	**$2,017,564,600**

V. PLANNING EFFORTS

LAND USE PLANS FOR MITIGATION

Land use plans and decisions cannot be made to mitigate risk of future tornado damage due to their lack of causation based on geographic location. Where a flood can generally be tied to a floodplain or at least proximity to a water source, tornadoes may strike any location. Following the May 22nd tornado, the City of Joplin does realize the need to use this opportunity to re-evaluate land uses that occur in other hazard prone areas such as floodplains. For property owners that do choose to build in the floodplain, the City will continue to follow its floodplain management ordinances.

COORDINATED PLANNING

The City of Joplin had the advantage of being offered assistance through FEMA's Emergency Support Function 14, Long Term Community Recovery. This process culminated in the form of the Citizens Advisory Recovery Team (CART). This was a volunteer advisory board composed of local leaders from all sectors of the community. The importance of the CART was that it was a citizen-driven process that resulted in a list of recovery projects that was presented to the appropriate governmental/elected boards.

All of the projects that are included in this Action Plan are taken directly from either the CART Next Steps plan or are a derivation of projects suggested in that plan. These recommended projects were the result of numerous Town Hall meetings, public-comment booths at community events, and a CART website using virtual town-hall technology, and the numerous sub-committee meetings of citizen volunteers with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, and Infrastructure and Environment.

The CART Next Steps plan has been continuously implemented through many different avenues.

One of the most important local and regional planning efforts that built on the success of the CART plan is Joplin's Comprehensive Plan. The City of Joplin was due for a Comprehensive Plan update shortly after the May 22nd tornado, and the CART process was used as a springboard to ensure that the City's new comprehensive plan effectively leveraged opportunities presented by the tragedy as well as respecting efforts of the citizens that were put forth in the CART plan.

The city staff attempted to incorporate as many goals of the CART plan into the Comprehensive Plan as possible. The two documents, although separate, are completely complimentary and coordinated. The projects presented in this Action Plan were born in the CART process and further refined in the Comprehensive Planning process. This process included additional citizen participation with general public meetings, sessions with the Planning & Zoning Commission, and sessions with the Joplin City Council.

The City updated its Comprehensive Plan in 2012 which took into consideration the CART recommendations as well as many other post-recovery efforts. The 2012 Comprehensive Plan will be used to guide development in the City for future years as there is a strong coordination between this CDBG-DR Action Plan and the 2012 Comprehensive Plan. The City is also an active member of the Joplin Area Transportation Study Organization, the Metropolitan Planning Organization (MPO) for the region, and coordination with this group has also been consistent.

In the spring of 2015, the City of Joplin initiated the re-evaluation of the community's proposed projects in their latest Action and Recovery Plans eligible for CDBG-DR funds. As a part of the development of the Capital Plan, City staff solicited project proposals and met with interested stakeholders to discuss ongoing, proposed, and potential new projects to be considered for CDBG-DR funding.

Following meetings with City staff and extensive community outreach meetings to gain further knowledge of the proposed projects, the first step of the Capital Plan process was to develop project execution plans. These plans included critical project information such as scope, budget, schedule, stakeholders, CDBG-DR eligibility, performance outcomes, and proposed benefits and risks associated with proposed services to be provided.

The next step in the Capital Plan process was developing a system to rank the projects, and subsequently performing the project ranking. A series of interactive workshops were held with City Staff and City Council. Two workshops were held with City Staff to discuss the projects and rank them. City Council voted to confirm a list of projects to be funded by the CDBG-DR program.

Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

LEVERAGING OF FUNDS

The City has made an effort to design the activities included in this plan to maximize the benefit that will be realized by Low-Moderate Income individuals. In doing this, the City identified projects that had recovery needs outside of LMI areas and has allocated other fund sources to as much of these areas as possible. In locations where projects may fall outside of LMI areas, the City has made every effort to secure other local, state, or other funding and resources that will be leveraged to complete the overall recovery in these activities.

USE OF QUALITY CONSTRUCTION METHODS & GREEN BUILDING

The City of Joplin currently operates under the International Building Code (IBC) of 2006 and is in the process of evaluating the update for IBC 2012. It is the normal practice of the City to update its standards every 6 years. In addition to evaluating the update for IBC 2012, the City of Joplin made a few additions to its effective code as a result of the May 22nd tornado. These measures include the mandatory use of "Hurricane Straps" used to make a stronger connection between all elements of the residential building from the foundation to the roof. The second addition was the mandatory filling of cells in the concrete block foundations at a higher frequency than previously allowed under the City's code.

PLANS TO MINIMIZE DISPLACEMENT

The City will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 FRF 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

VI. PROGRAMATIC PROCEDURES

PROGRAM INCOME

The City of Joplin reserves the right to utilize up to 5% of Program Income received from these CDBG-DR activities as additional Administrative funds. Program Income will roll back into the project from which it is originated unless otherwise amended. All program income will follow the regulations set out in 24 CFR 570.504.

MONITORING STANDARDS AND PROCEDURES

Non-duplication of benefits

Section 312 of the Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5155), as amended, prohibits any person, business concern, or other entity from receiving financial assistance with respect to any part of a loss resulting from a major disaster as to which that person has received financial assistance under any other program or from insurance or from any other source. CDBG disaster recovery funds will not be used for activities for which funds have been received (or will be received) from FEMA; the SBA;

other local, state, or federal programs; insurance; or recovery support from private charity organizations. However, CDBG funds may be used to provide assistance to the extent that a disaster recovery need has not been met by other sources. Applicants for assistance will be required to disclose all sources of assistance received or to be received on a provided certification form. This form will list FEMA, SBA, Insurance, and an "Other" category to ensure that all possible duplications are fully disclosed by the applicant.

Based on a comparison of the amount of assistance previously received and the amount of assistance requested by the applicant, the City and/or its sub-recipients will determine the unmet needs before awarding assistance. The personnel responsible for this task will be the agency that is processing the applications. A statement is included in the Duplication of Benefits verifications that the applicant agrees to repay any assistance that is found to be duplicative.

Continual Quality Assurance

All recipients of CDBG-DR funding will be subject to monitoring conducted by both the City of Joplin staff and any administering agents hired by the City of Joplin. The City of Joplin plans to hire a consulting firm with extensive experience in administering CDBG-DR funds which will include a proven monitoring process bases on all applicable regulations. In the case that monitoring is needed before an external firm can be hired, the internal audit function outlined below will be applicable to any and all programs included in this Action Plan as deemed necessary by City of Joplin staff.

Internal Audit Function w/ responsible Audit staff

The City does not have an Internal Audit Function; however, the City and/or its CDBG-DR Grant Administer will perform sub-recipient monitoring in accordance with program requirements. As part of this compliance and monitoring, sub-recipients will be contacted according to the terms of their sub-recipient agreements, to track progress of compliance issues and ensure timeliness. On-site monitoring visits and/or at-desk monitoring of files will be conducted according to the nature and scope of the project. These monitoring events will address Exhibits 3-1 through 3-22 of the CPD Grantee Monitoring Handbook as applicable. Topics will include Eligibility, National Objective, Rehabilitation, Economic Development, Overall Management, Financial Management, Cost Allowability, Procurement, and review of Equipment Management. Not all topics will be monitored every year, but rather, these topics will be addressed according to the risk assessed by staff. Random monitoring will occur at a minimal of an annual basis based on risk of the current activities. Forms to verify LMI participation and/or benefit are collected based on the scope of each project.

SCHEDULE OF EVENTS – The usual schedule of events for CDBG monitoring visits will be as follows:

1. The CDBG Program Specialist schedules the monitoring visit by phone or e-mail contact with the sub-recipient.
2. The on-site monitoring visit is conducted, and consists of the following:
   a. Conference

b. Documentation, data gathering and analysis

A letter is sent to the sub- recipient regarding the monitoring visit. The letter includes information about any problems discovered or discussed during the monitoring visit, as well as information that recognize the successes of the sub-recipient. If the CDBG Program staff deems necessary, requests may be made of the sub-recipient to ensure compliance with all applicable rules and regulations of the program.

PROCEDURES TO DETECT FRAUD, WASTE, AND ABUSE OF FUNDS

All activities must be conducted in compliance with applicable CDBG rules and regulations, as well as other applicable federal regulations such as OMB Circulars A-87, A-133, and 24 CFR Part 85 (Uniform Administrative Requirements). Sub-recipients who have received $750,000 or more in federal funding during the preceding year will be required to submit an audit in accordance with OMB Circular A-133.

Efforts to mitigate fraud, abuse, and mismanagement include regular monitoring of activities, as described below. The City of Joplin, or other entity as assigned by the City of Joplin, will review expenditures, while independent auditors will audit activities for program and financial compliance. The City of Joplin reserves the right to take appropriate action in instances of non- compliance, fraud, and mismanagement including, but not limited to, disallowing ineligible costs, terminating contracts/agreements, and requiring repayment of funds.

As required under the Notice, the City of Joplin, or its assigned agent, will submit quarterly reports to HUD through the Disaster Recovery Grant Reporting (DRGR) system no later than 30 days following each calendar quarter.

INCREASING CAPACITY OF THOSE ADMINISTERING ACTIVITIES

The City of Joplin hired a grant administrator and is currently overseeing and working alongside the administrator to manage the CDBG-DR funds. The City also set aside funds to hire supplemental staff to assist in managing the CDBG-DR grants. It is possible that CDBG-DR funds could be used to hire additional staff if determined necessary in the future.

SUBSTANTIAL AMENDMENT

The following events will be considered substantial amendments to the Action Plan for Disaster Recovery:

- The addition or deletion of any activity described in the Plan;
- A change in the planned beneficiaries of an activity, and
- A change to the scope of the project that would result in the allocation of reallocation of more than $1,000,000.

Substantial amendments must be approved by the Joplin City Council. For substantial amendments, Joplin will post the amendment on its web-page and will be prepared to receive comments for a period of 7 days. Following the public notice period, proposed amendments will then be submitted to the HUD Kansas City Field Office for review. For minor

amendments, the City of Joplin will inform the Kansas City Field Office and update projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo will be provided to the Joplin City Council for their information. Finalized amendments will be posted on the City's website.

VII. BUDGET ALLOCATION CHART

Projects	Initial Action Plan	Amendment #1	Amendment #2	Amendment #3	Minor Amendment #4	Amendment #5	Minor Amendment #6	Amendment #7
Action Plan Date	7/17/2012	4/11/2013	4/7/2014	11/17/2014	7/20/2015	7/20/2015	11/6/2015	12/7/2015
Infrastructure Activities								
Public Infrastructure Improvements	$-	$-	$-	$-	$-	$-	$-	$-
Joplin Senior Center	$-	$-	$-	$-	$-	$-	$-	$4,750,000.00
Trail Construction	$2,000,000.00	$-	$-	$-	$-	$-	$-	($800,000.00)
Sidewalk Reconstruction/ Construction	$2,500,000.00	$-	$-	$-	$-	$-	$-	($2,500,000.00)
Tree Planting	$2,000,000.00	$-	$-	$-	$-	$-	$-	($2,000,000.00)
Storm-water Improvements	$-	$-	$-	$1,000,000.00	$-	$-	$-	($1,000,000.00)
20th/Main Street Improvements	$-	$-	$-	$-	$-	$-	$-	$-
Sub Total	**$6,500,000.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**	**$0.00**	**($1,550,000.00)**
Economic Development								
Crossroads Industrial Park Phase 2	$-	$-	$-	$-	$-	$-	$-	$4,959,000.00
Future Economic Development Activity	$-	$-	$-	$-	$-	$-	$-	$2,050,000.00
SPARK - Performing Arts/Depot Renovation	$5,390,000.00	$-	$-	$-	$-	($2,760,000.00)	($541,000.00)	($2,089,000.00)
Crossroads Industrial Park Phase 1	$-	$-	$-	$-	$-	$1,200,000.00	$541,000.00	$-
Sub Total	**$5,390,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**($1,560,000.00)**	**$0.00**	**$4,920,000.00**
Housing Activities								
Mixed-Income Multi-Family Residential	$9,000,000.00	$-	$-	($4,500,000.00)	$-	$-	$-	($4,500,000.00)
Single Family Rehabilitation	$1,500,000.00	$-	$-	$-	$-	$-	$-	($1,250,000.00)
FEMA THU Relocation	$-	$60,000.00	$-	$-	$-	$-	$-	($48,200.00)
Single Family Homeownership Direct Assistance	$12,750,000.00	$-	$-	$-	$-	$7,000,000.00	$-	$-
Land Acquisition/ Assemblage	$8,000,000.00	($60,000.00)	($500,000.00)	($1,000,000.00)	($1,000,000.00)	($5,440,000.00)	$-	$-
Joplin Affordable Senior Housing	$-	$-	$-	$4,500,000.00	$-	$-	$-	$-
Joplin Housing Authority Tenant Based Rental	$-	$-	$290,000.00	$-	$-	$-	$-	$-
Joplin Housing Authority Site Improvements Repair	$-	$-	$210,000.00	$-	$-	$-	$-	$-
Sub Total	**$31,250,000.00**	**$0.00**	**$0.00**	**($1,000,000.00)**	**($1,000,000.00)**	**$1,560,000.00**	**$0.00**	**($5,798,200.00)**
Public Service Activities								
Joplin Senior Citizens Center Phase II	$-	$-	$-	$-	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Program Administration Activities								
City of Joplin Administrative Costs	$452,667.09	$-	$-	$-	$-	$-	$-	$10,000.00
Consultant Administrative Costs	$1,674,041.91	$-	$-	$-	$75,600.00	$-	$-	$30,000.00
Planning Costs	$-	$-	$-	$-	$924,400.00	$-	$-	$2,388,200.00
Sub Total	**$2,126,709.00**	**$0.00**	**$0.00**	**$0.00**	**$1,000,000.00**	**$0.00**	**$0.00**	**$2,428,200.00**
Total Budgeted (of $45,266,709.00)	**$45,266,709.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Projects	Amendment #7	Amendment #8	Amendment #9	Amendment #10	Minor Amendment #11	Minor Amendment #12	Minor Amendment #13
Action Plan Date	**12/7/2015**	**1/16/2017**	**6/19/2017**	**10/30/2017**	**5/15/2018**	**7/24/2018**	**7/30/2018**
Infrastructure Activities							
Public Infrastructure Improvements	$-	$-	$-	$-	$-	$-	$-
Joplin Senior Center	$4,750,000.00	$-	$150,000.00	$-	$-	$-	$-
Trail Construction	($800,000.00)	$-	$-	$-	$-	$-	$-
Sidewalk Reconstruction/ Construction	($2,500,000.00)	$-	$-	$-	$-	$-	$-
Tree Planting	($2,000,000.00)	$-	$-	$-	$-	$-	$-
Storm-water Improvements	($1,000,000.00)	$500,000.00	$-	$-	$-	$-	$-
20th/Main Street Improvements	$-	$2,324,040.20	$-	$-	$-	$-	$-
Sub Total	**($1,550,000.00)**	**$2,824,040.20**	**$150,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Economic Development							
Crossroads Industrial Park Phase 2	$4,959,000.00	$-	($400,000.00)	$-	$-	$-	($50,000.00)
Future Economic Development Activity	$2,050,000.00	$-	$-	$-	$-	$-	
SPARK - Performing Arts/Depot Renovation	($2,089,000.00)	$-	$-	$-	$-	$-	
Crossroads Industrial Park Phase 1	$-	$-	$-	$-	$-	$-	$50,000.00
Sub Total	**$4,920,000.00**	**$0.00**	**($400,000.00)**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Housing Activities							
Mixed-Income Multi-Family Residential	($4,500,000.00)	$-	$-	$-	$-	$-	$-
Single Family Rehabilitation	($1,250,000.00)	$-	$-	$25,000.00	$-	$60,000.00	$-
FEMA THU Relocation	($48,200.00)	$-	$-	$-	$-	$-	$-
Single Family Homeownership Direct Assistance	$-	($1,800,000.00)	$-	($25,000.00)	($154,900.00)	$-	$-
Land Acquisition/ Assemblage	$-	$-	$-	$-	$-	$-	$-
Joplin Affordable Senior Housing	$-	$-	$-	$-	$154,900.00	$-	$-
Joplin Housing Authority Tenant Based Rental Assistance	$-	($224,040.20)	$-	$-	$-	$5,000.00	$-
Joplin Housing Authority Site Improvements Repair	$-	$-	$-	$-	$-	$8,000.00	$-
Sub Total	**($5,798,200.00)**	**($2,024,040.20)**	**$0.00**	**$0.00**	**$0.00**	**$73,000.00**	**$0.00**
Public Service Activities							
Joplin Senior Citizens Center Phase II	$-	$-	$250,000.00	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$250,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Program Administration Activities							
City of Joplin Administrative Costs	$10,000.00	$-	$-	$-	$-	$-	$-
Consultant Administrative Costs	$30,000.00	$-	$-	$-	$-	$-	$-
Planning Costs	$2,388,200.00	($800,000.00)	$-	$-	$-	($73,000.00)	$-
Sub Total	**$2,428,200.00**	**($800,000.00)**	**$0.00**	**$0.00**	**$0.00**	**($73,000.00)**	**$0.00**
Total Budgeted (of $45,266,709.00)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Projects	Minor Amendment #14	Minor Amendment #15	Minor Amendment #16	Minor Amendment #17	Minor Amendment #18
Action Plan Date	**9/21/2018**	**12/17/2018**	**5/22/2019**	**7/15/2019**	**8/6/2019**
Infrastructure Activities					
Public Infrastructure Improvements	$-	$-	$-	$1,700,000.00	($449.71)
Joplin Senior Center	$-	$-	$30,000.00	$-	
Trail Construction	$-	$-	$650,000.00	$-	$38,255.25
Sidewalk Reconstruction/ Construction	$-	$-	$-	$-	$-
Tree Planting	$-	$-	$-	$-	$-
Storm-water Improvements	$-	$-	$-	$-	$-
20th/Main Street Improvements	$-	$-	$-	($1,700,000.00)	$-
Sub Total	**$0.00**	**$0.00**	**$680,000.00**	**$0.00**	**$37,805.54**
Economic Development					
Crossroads Industrial Park Phase 2	($18,000.00)	($36,000.00)	($781,800.00)	$-	($88,505.54)
Future Economic Development Activity	$-	$-	$-	$-	$-
SPARK - Performing Arts/Depot Renovation	$-	$-	$-	$-	$-
Crossroads Industrial Park Phase 1	$18,000.00	$-	$-	$-	$-
Sub Total	**$0.00**	**($36,000.00)**	**($781,800.00)**	**$0.00**	**($88,505.54)**
Housing Activities					
Mixed-Income Multi-Family Residential	$-	$-	$-	$-	$-
Single Family Rehabilitation	$28,329.65	$-	$-	$-	$-
FEMA THU Relocation	$-	$-	$-	$-	$-
Single Family Homeownership Direct Assistance	($11,395.68)	$-	$-	$-	$-
Land Acquisition/ Assemblage	$-	$-	$-	$-	$-
Joplin Affordable Senior Housing	$-	$-	$100,000.00	$-	$45,000.00
Joplin Housing Authority Tenant Based Rental Assistance	$20,947.00	$-	$-	$-	$-
Joplin Housing Authority Site Improvements Repair	($37,880.97)	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$100,000.00**	**$0.00**	**$45,000.00**
Public Service Activities					
Joplin Senior Citizens Center Phase II	$-	$36,000.00	$1,800.00	$-	$5,700.00
Sub Total	**$0.00**	**$36,000.00**	**$1,800.00**	**$0.00**	**$5,700.00**
Program Administration Activities					
City of Joplin Administrative Costs	$-	$-	$-	$-	$-
Consultant Administrative Costs	$-	$-	$-	$-	$-
Planning Costs	$-	$-	$-	$-	$-
Sub Total	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Budgeted (of $45,266,709.00)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Projects	Minor Amendment #19	Minor Amendment #20	Minor Amendment #21	Minor Amendment #22	Minor Amendment #23	Amendment #24	Program Income Allocated	Total Funded to Date
Action Plan Date	**4/28/2020**	**10/9/2020**	**5/17/2022**	**4/25/2023**				
Infrastructure Activities								
Public Infrastructure Improvements	$658,000.12	$175,500.00	($445,100.24)	$-	$100,000.00	$1,750,000.00	$1,820,208.57	$5,747,181.10
Joplin Senior Center	$90,000.00	$3,500.00	$10,000.02	($3,215.52)	$-	$-	$123,100.00	$5,153,384.50
Trail Construction	($95,000.00)	$0.00	($5,074.73)	$-	$-	$-	$33,744.75	$1,821,925.27
Sidewalk Reconstruction/ Construction	$-	$-	$-	$-	$-	$-	$-	$0.00
Tree Planting	$-	$-	$-	$-	$-	$-	$-	$0.00
Storm-water Improvements	($106,884.49)	$-	$-	($7,357.30)	$-	$-	$-	$385,758.21
20th/Main Street Improvements	($228,046.23)		($61,344.32)	$-	$-	$-	$-	$334,649.65
Sub Total	**$318,069.40**	**$179,000.00**	**($501,519.27)**	**($10,572.82)**	**$100,000.00**	**$1,750,000.00**	**$1,977,053.32**	**$13,322,781.16**
Economic Development								
Crossroads Industrial Park Phase 2	$-	$-	$-	$-	$-	$-	$-	$3,584,694.46
Future Economic Development Activity	$-	$-	($100,000.00)	$-	($200,000.00)	($1,750,000.00)	$-	$0.00
SPARK - Performing Arts/Depot Renovation	$-	$-	$-	$-	$-	$-	$-	$0.00
Crossroads Industrial Park Phase 1	$-	$-	$-	($7,729.79)	$-	$-	$-	$1,801,270.21
Sub Total	**$0.00**	**$0.00**	**($100,000.00)**	**($7,729.79)**	**($200,000.00)**	**($1,750,000.00)**	**$0.00**	**$5,385,964.67**
Housing Activities								
Mixed-Income Multi-Family Residential	$-	$-	$-	$-	$-	$-	$-	$0.00
Single Family Rehabilitation	$-	$-	$-	$-	$-	$-	$-	$363,329.65
FEMA THU Relocation	$-	$-	$-	$-	$-	$-	$-	$11,800.00
Single Family Homeownership Direct Assistance	$-	$21,000.00	$135,000.00	$34,012.77	$-	$-	$660,628.91	$18,609,346.00
Land Acquisition/ Assemblage	$-	$-	$-	$-	$-	$-	$-	$0.00
Joplin Affordable Senior Housing	$149,149.25	($200,000.00)	$-	($14,887.23)	$-	$-	$-	$4,734,162.02
Joplin Housing Authority Tenant Based Rental	$-	$-	$-	$-	$-	$-	$-	$91,906.80
Joplin Housing Authority Site Improvements Repair	$-	$-	$-	$-	$-	$-	$-	$180,119.03
Sub Total	**$149,149.25**	**($179,000.00)**	**$135,000.00**	**$19,125.54**	**$0.00**	**$0.00**	**$660,628.91**	**$23,990,663.50**
Public Service Activities								
Joplin Senior Citizens Center Phase II	$1,754.90	$-	$-	$-	$-	$-	$-	$295,254.90
Sub Total	**$1,754.90**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$295,254.90**
Program Administration Activities								
City of Joplin Administrative Costs	$-	($53,200.00)	$16,519.27	$17,445.38	$-	$-	$138,050.00	$587,803.72
Consultant Administrative Costs	$21,026.45	$53,200.00	$-	($18,268.31)	$-	$-	$1,608.00	$1,837,208.05
Planning Costs	($490,000.00)	$-	$450,000.00	$-	$100,000.00	$-	$461,025.58	$2,960,625.58
Sub Total	**($468,973.55)**	**$0.00**	**$466,519.27**	**($822.93)**	**$100,000.00**	**$0.00**	**$600,683.58**	**$5,379,315.37**
Total Budgeted (of $45,266,709.00)	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$3,238,365.81**	**$48,373,979.60**

VIII. PROGRAM DESCRIPTIONS

INFRASTRUCTURE

Public Infrastructure Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$3,181,601.86
Geographic Area:	City of Joplin; Census Tract 110
Performance Outcomes:	Design, Procurement, Construction Administration, Construction, and Construction Inspection activities associated with sidewalk, curb and gutter projects in the LMI Census Tract 110, Amendment #24

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds will be used for curb and gutter rehabilitation, and sidewalk/ADA ramp improvements. Over 75% of these projects will benefit the LMI population.

Curb and Gutter

Basis for Allocation

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the curb and gutter improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff code enforcement officers surveyed the area to determine extent of tornado damage and ensuing heavy equipment damage to curbs and gutter due to debris removal. Roughly 700,000 linear feet of curb and gutter is damaged. Staff has the least invasive approach is to partially remove the curb and replace with an S-Curb, or a stand-up curb in lieu of removing and replacing the entire curb and gutter. This will expedite the process and result in fewer disturbances on areas already paved. The estimated cost for saw cutting, removal and replacement of curb is $20/linear foot.

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Long-term Recovery from Specific Disaster

Following construction, this project will dramatically improve aesthetics of streets and private property frontage while improving storm water capture and management through neighborhoods and commercial areas. Improving the storm water capture as well as directing it appropriately, helps us with our permitting, not only for stormwater, but efficient stormwater management reduces Infiltration and Inflow (I&I) in the sanitary sewer system as well, thus having a significant cumulative effect and cost benefit.

Sidewalk and ADA Ramps

Basis for Allocation
In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the sidewalk and ADA ramp improvements will support the engineering design activities necessary to reconstruct these major infrastructure surface elements within the disaster-affected area.

Staff analyzed city aerials and determined which areas of the tornado area had sidewalks on both sides, one side, or none. Pre-tornado, there were 658,096 feet in the tornado area that did not have sidewalks, 321,120 feet that had sidewalk on both sides, and 38,178 feet that only had sidewalk on one side.

Staff code enforcement officers surveyed the area that had sidewalk on one or both sides to determine condition. After the survey, it was determined that there are 116,193 feet in the tornado area that were severely damaged and needed immediate replacement. Added to the 658,096 feet without sidewalks and the 38,178 feet to add a sidewalk on both sides in areas with only one sidewalk, we have a need of 812,467 feet of sidewalk to be installed or replaced in the tornado area. At $20/Lineal Foot this highlights $16,249,340 needed for sidewalks.

In addition, almost every ADA ramp surveyed is not in compliance and most intersections do not have ramps at all. There are 416 intersections in LMI areas, each with 4 corners providing 1,664 ADA ramps needed. At $2000/ramp gives us $3,328,000 needed for ADA ramps inside the LMI area.

This will maximize our CDBG-DR usage in the tornado area for ADA. The other ramps outside the LMI areas will be done with the curb and gutter money from the state. A significant number of street curb and gutters were heavily damaged during the debris removal process and will be replaced through this process as well.

Long-term Recovery from Specific Disaster
This project will dramatically improve the quality of life as sidewalks are the backbone of a multi-modal pedestrian access network to the new trails through neighborhoods to major retail and commercial destinations and services. Having newly installed sidewalks and modernized ADA compliant ramps at intersections conforms to the newly adopted *Comprehensive Plan 2012* and also meets the needs expressed by residents as identified in the Citizens Advisory Recovery Team's *Implementation Next Steps*.

Overall Project

CDBG Eligibility and National Objective
The eligibility of this activity is under 24 CFR 570.201 (c) Public Facilities and Improvements. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this national objective will be used.

Joplin Senior Citizens Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$4,930,000
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to provide a new location to adequately serve the growing senior citizen population within the City of Joplin. The existing facility currently hosts all programs and activities in the lunchroom, this is not only inadequate as it does not provide a comfortable place for seniors to meet, but causes concern for the senior's health and overall safety. The new facility will aid in providing the following services:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(c), Public Facilities and improvements, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence. This funding is specifically proposed to fund infrastructure costs associated to make the new Joplin Senior Citizen's Center safer and designed more efficiently than the current center. The Center will be located at the former Mercy Hospital site that was destroyed by the tornado. The area is currently undergoing major revitalization efforts through the construction of the City of Joplin's park, the development of Freeman Hospital's Autism Center, the proposed medical school and the development of a senior housing facility. Once all projects are completed this area will serve as a focal point/meeting place for all sectors of the community to come together and help meet the needs of its senior citizens.

Trail Construction/Reconstruction

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$1,850,000
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design and construction of trails to help provide attractive neighborhoods and alternative transportation methods for residents.

*A portion of the funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

In an attempt to create suitable and attractive neighborhoods for residents to return to the City of Joplin after the disaster, the community, through the CART process, asked for an expansion of the current trail opportunities throughout the community and especially throughout the tornado damaged area. The need that surfaced was that there should be a connection of the existing trails along Campbell Parkway southwest through the damaged area to connect ultimately to the trails system near Wildcat Glades Nature Center. Several additional trails have been identified that align with the community's vision outlined in the CART Plan.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Urgent Need. Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous pedestrian infrastructure can cause. If necessary, the National Objective of Slum and Blight Area may also be used if the City decides to declare the area one of Slum and Blight. Both of these objectives will result in contributing to the recovery of housing through improving the neighborhoods in which people will return.

Long-term Recovery from Specific Disaster

The allocation to this activity will not fund all of the combined on and off-road trail necessities to make this happen, but will make an important stride in providing the alternative transportation method for residents. This is especially necessary for the City's recovery as it will provide a transportation alternative to low-income residents and other residents that need affordable transportation to access jobs and needed services.

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. Similar to the Sidewalk demand, the need for trails was brought about in the CART process as residents have requested the ability to have trails available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Sidewalk Construction and Reconstruction

Program/Activity Details

Administering Entity: City of Joplin
Budget: $0
Geographic Area: City of Joplin; Tornado Area, Census Tract 110 added as part of amendment #24
Performance Outcomes: Design for a project to repair and replace damaged sidewalk

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

An existing conditions report was completed by the City of Joplin's Engineering Department to assess the infrastructure that has been damaged as a result of the May 22, 2011 tornado. These items have been prioritized based on importance and cost. The amount of FEMA funds designated to repairing infrastructure was compared to the comprehensive needs established in this survey. The shortfall that was a result of that comparison informed the allocation for the need for sidewalk

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objectives of both Low-Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety that inadequate and dangerous sidewalk infrastructure can cause and/or the Slum and Blight Area national objective.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing amenities and pedestrian safety. This project will look at both reconstructing sidewalks in neighborhoods that had them prior to the storm as well as adding them in neighborhoods that did not originally have them. This additional need was brought about in the CART process as residents have requested the ability to have sidewalks available as modes of transportation and as measures of safety as the community desires to use alternative modes of transportation such as walking.

Tree Planting

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Replace lost or damaged trees with 6,333 ROW Trees

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

After the tornado, the damage to the built environment was evident and publicized. The community quickly realized that it also lost a large part of its natural environment in the urbanized setting, its trees. The City has been provided a Community Forestry Recovery Coordinator by the Missouri Department of Conservation. The following assessment was completed by that individual.

Joplin lost between 15,000 and 20,000 trees according to the Missouri Department of Conservation sponsored task force which evaluated the loss soon after the disaster. Those trees were a variety of species which more or less acted effectively as shade trees and wind-blocks, acted as traffic calming measures and reduced street maintenance.

Cost of an initial tree planting can be regulated by the size of the initial planting, the size of the new saplings, and the availability of the species listed in the plantings. According to our present ordinance, we can plant 1 shade tree on each side of the street/block due to the need to leave the sight triangle of each intersection free from obstruction. If we make changes to the code and allow tree planting to start at 40 ft. from the corner, as many cities do, we can plant 8 shade trees each side/block, amounting to $6,400 initially effectively making it a tree-lined cityscape. This is a simple example, a fleshed out plan will show some variety, perhaps suggested by present utilities.

This projection assumes concordance with changes that can allow us to follow the CART recommendation that we develop sustainability of the urban forest and address the loss of trees after the tornado event of 2011. 7,144 variable sized trees have been donated and planted in City parks and neighborhoods to date and an additional 2,414 this spring. Our projected outcome is to replace approximately 15,000 trees lost to the storm. We can expect about 1,523 more donated trees; therefore, we project planting 6,333 ROW trees. These numbers do not include trees that people go out and buy themselves.

Expected cost of a wholesale tree	$82
Cost of planting a tree	$116
Cost of 2 year establishment	$124
Establishing each tree	$322

Establishing 6,333 ROW trees	$2,039,226

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Urgent Need. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Urgent Need will be used based on the impediment to public health and safety citing the numerous benefits to public health that will be gained through this activity. The City may also choose to use the Slum and Blight national objective, if the tornado area is designated a Slum and Blight area.

Long-term Recovery from Specific Disaster

This program will greatly improve the recovery of neighborhoods throughout the City through providing a healthier living environment for residents. Similar to the Sidewalk demand, the need for trees was brought about in the CART process as residents have requested the ability to recover the natural environment that infiltrated the urban landscape prior to the tornado.

Storm-Water Improvements

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$500,000.00
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Design for a project to result in the completion of 23 separate Improvement/Facility Projects

Basis for Allocation

The tornado and ensuing heavy equipment caused significant damage to the manhole and storm sewers across the tornado recovery area. In addition, storm debris resulted in blocked drains and significant water damage caused erosion and collapse of areas.

The city has an annual capital program that repairs and replaces system storm sewers with an annual budget of $96,185.00 annually. Staff surveyed our existing storm water system and estimated replacement costs on undersized, damaged, or otherwise inadequate lines and inlets. The total estimated cost for this project is $14.97 million. Thirty-four projects identified consist of existing priority drainage problems and are largely made up of needed residential neighborhood drainage improvements with a smaller number of improvements at street intersections and commercial areas. These improvements also allow comprehensive GIS mapping of existing and added improvements. Modernized GIS maps reduce future operational costs as well as master planning development. Stormwater projects will be completed prior to paving activity to minimize damage to new pavement.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c), Public Facilities and Improvements, and will utilize the National Objective of Low and Moderate Income Area and Slum and Blight Area. In neighborhoods where the census data indicates the Census Block Groups are eligible to receive LMA assistance, this will be used. For those areas that will not qualify under that National Objective, Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

This project will dramatically improve identified residential and commercial concerns by getting the stormwater off streets quicker and into upgraded conduits, and provides appropriate detention areas for stormwater. The areas identified have deteriorated or were damaged by the tornado and need repair/replacement in order to provide the appropriate amount of service to the areas. Handling the water prior to it backing up streams and onto properties also helps alleviate sanitary sewer issues as well as property flooding. Stormwater flooding can cause significant damage, erosion to property, as well as potential life threatening issues. This project will enhance the targeted neighborhoods by significantly mitigating flooding and reducing stormwater on roadways and properties as quickly and efficiently as possible.

20th/Main Street Improvements

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$ 624,040.20
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Ongoing infrastructure construction

Basis for Allocation

In support of the City's ongoing efforts to rebuild its infrastructure, CDBG-DR funds for the streetscape improvements will support the engineering design activities necessary to connect the CART's vision, the City's Comprehensive and Consolidated Plans for the future of downtown Joplin and recommendations from the City Council on the Capital Plan presented in June 2015 along with the other ongoing infrastructure-related design activities within the disaster-affected area.

These project improvements will include mill and overlay as well as pedestrian-friendly improvements such as the installation of trash receptacles, benches, new lighting and trees. These improvements will attract businesses, as well as improve pedestrian and vehicular traffic which will help promote future economic development activities along the two major corridors in the City of Joplin. The 20th Street improvements will provide sidewalks/shared use paths as well as pedestrian- friendly amenities on either sides of 20th Street from Main Street to Range Line Avenue, totaling approximately 2 miles. The Main Street improvements will provide sidewalks on and on Main Street from 15th to 32nd Street, totaling approximately 1.5 miles.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (c) Public Facilities and Improvements, under public facilities and improvement activities and will utilize the National Objective of Slum and Blight will be used based on the conditions created by the tornado damage.

Long-term Recovery from Specific Disaster

Many of the vacant lots remaining exist in the areas contiguous to the 20th Street and Main Street corridors. The proposed project improvements will add momentum to additional nearby commercial and residential redevelopment allowing the City to achieve its goals of population growth. This provides an important opportunity to stimulate and enhance redevelopment along this heavily-damaged main thoroughfares with modern amenities like street lights, benches, and public gathering places to help generate a sense of place and connectivity—often referred to as "the cool factor". Opportunities exist to integrate motifs and attractive design elements along the corridors and will encourage a variety of mixed-use activities. These improvements will also help to encourage the redevelopment of lost residential housing, office, commercial and medical spaces in areas adjacent to the 20th Street and Main Street corridors. Once complete, these corridors will be attractive and powerful commercial sectors with significant residential and recreational dimensions. These improvements are also a core aspect of the City's post-disaster population gain objective.

PUBLIC SERVICES

Joplin Senior Citizens Center Phase II

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$287,800
Geographic Area:	City of Joplin: Tornado Area; East Side of the City of Joplin Public Park
Performance Outcomes:	Provide furniture, fixtures, and equipment for a new ADA compliant Senior Citizens Center to replace current facility

Basis for Allocation

In support of on-going and expanded operations, CDBG-DR funds will be used to fund the design and construction of a new Senior Citizens Center to adequately serve the growing senior citizens population within the City of Joplin. This allocation will provide means to purchase the necessary furniture, fixtures, and equipment required to develop and execute the programs/classes offered within the proposed Senior Center. The furniture, fixtures, and equipment will be used to carry out the programs and activities provided by the proposed Joplin Senior Center, including, but not limited to:

- An expanded kitchen to serve over 140 seniors daily and load home delivery meals
- Exercise classrooms to accommodate 40-50 seniors
- Additional program possibilities including health classes, computer skills classes, reading areas etc.
- Privacy rooms to provide free wellness checks, counseling, Medicare open enrollment assistance, etc.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201(e), Public Services, and will utilize the National Objective of Low-Moderate Income.

Long-term Recovery from Specific Disaster

This project specifically aims to provide a positive and nurturing place for all Joplin area seniors to connect, feel valued and respected. The furniture, fixtures, and equipment for the Senior Citizens Center will encourage seniors to live healthy lifestyles. By providing programs, services, and social activities at a pleasant, safe, and welcoming gathering place that is accessible to all, seniors will have access to life- enriching programs to enhance their quality of life and maximize independence.

ECONOMIC DEVELOPMENT

Crossroads Industrial Park (Phase II)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$3,673,200
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that will attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

Basis for Allocation

The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin. Funds are being moved to the Joplin Senior Center project and will not impact the proposed economic development activities at the Crossroads Industrial Park (Phase II). The project will still be able to meet the National Objective requirements with the funding reduction.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Jobs.

Long-term Recovery from Specific Disaster

This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

Future Economic Development Activity

Amendment #24: Activity Deleted

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0.00
Geographic Area:	City of Joplin
Performance Outcomes:	Performance outcomes to be determined. Funds reserved for a future economic development Activity.

Basis for Allocation

As described in Section V – Planning Efforts, the City of Joplin undertook a comprehensive Capital Planning process in order to determine the most effective use of CDBG-DR funds. Through the Capital Planning process, the considerations of the residents of the City of Joplin, City staff, and City Council have been thoroughly discussed and vetted. The Capital Plan provides the foundation for the City of Joplin to continue to effectively and efficiently recover from the May 2011 tornado utilizing the Federally-authorized CDBG-DR funds.

The funds in this Activity have been set aside for a future economic development Activity, which will be fully detailed and described in a subsequent Action Plan Amendment.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objectives of Low and Moderate Income.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this Activity will be detailed in a subsequent Action Plan Amendment.

Spark – Performing and Visual Arts Center

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Rehabilitate Joplin Union Depot into a performing arts center to help accelerate economic activity

*Funds from this Activity were reallocated during the Capital Planning process described in Section V - Planning Efforts and detailed in the chart in Section VII - Budget Allocation Chart

Basis for Allocation

The need that is addressed by this project is the need for economic recovery in the community. Through job creation and the introduction of increased economic activity in a Slum and Blight Area, the choice to include the SPARK plan was informed by the need to fill the need to recover those businesses that have decided to not return to Joplin.

CDBG Eligibility and National Objective

The eligibility of this project is under 24 CFR 270.503 (a), Special Economic Development Activities, and the primary national objective for this project will be the elimination of a Slum and Blight Area.

Long-term recovery from specific disaster

This activity will include the rehabilitation of the Historic Joplin Union Depot and converting it into a performing and visual arts center. This new center will be a driving force in the community to attract economic activity through tourism. Employment will also be a benefit gained from adding this resource to the downtown area. Plans for the Union Depot have continuously arisen in recent years and interest was once again renewed as the CART looked at ways to accelerate the Economic Recovery of the community through enhanced community facilities.

Crossroads Industrial Park (Phase I)

Program/Activity Details

Administering Entity:	Joplin Industrial Development Authority (JIDA)
Budget:	$1,809,000*
Geographic Area:	City of Joplin: Crossroads Industrial Park
Performance Outcomes:	Provide infrastructure improvements that would attract businesses and commercial interests as well as provide employment opportunities to meet the City's population growth objectives.

*Additional funds will be used for the design, construction, and services related to a critical sewer line extension on 23rd Street

Basis for Allocation

The City of Joplin has identified a number of economic development activities to support their goal to rebuild the Community following the May 2011 tornado. The City of Joplin has a strong business foundation that is comprised of a skilled labor force, easy transportation access, and reasonable operating costs. The City has a population of over 50,000 and a daytime population of more than 240,000, which highlights the fact that Joplin is an economic/workforce magnet for the surrounding communities. According to a recent study conducted by the Joplin Area Chamber of Commerce, the business sectors that will most likely expand to or be located in the Joplin area are distribution centers, administrative office operations, commercial machinery repair and custom computer programming. In support of the City of Joplin's goal, the Joplin Industrial Development Authority (JIDA) intends to provide additional street and sanitary sewer infrastructure improvements to the Crossroads Industrial Park. The Crossroads Industrial Park is one of Joplin's newest industrial parks which will support the manufacturing, transportation and distribution industries. The current tenants of the Industrial park include Allgeier Martin Associates, a Coca-Cola distribution facility, Turbo Supply and a JIDA spec building. The goal of the infrastructure improvements for the Crossroads Industrial Park is to build upon and improve economic prosperity in the City of Joplin.

The 24th Street Extension Project will provide improved access to two business entities (Eagle Picher and John Schaumburg) located within the industrial park. The improved infrastructure will facilitate business, commercial and economic growth within the City of Joplin. The additional businesses will also provide employment opportunities to LMI individuals and thereby aid the City in meeting their population growth objectives.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 270.503 (a), Special Economic Development Activities, and will utilize the National Objective of Low-Moderate Income Limited Clientele.

Long-term Recovery from Specific Disaster

This activity will help to create a stronger economic base and provide employment for LMI individuals. Developing the needed infrastructure will improve access to businesses located in the Industrial Park.

HOUSING

Mixed Income Multi-Family Residential

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide LMI clientele assistance on rental units and the ability to return to the tornado affected area

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The Housing Study along with constant monitoring of building activity through building permits has allowed the City to develop both the single and multi-family programs described in this Action Plan. The need for rental resources was apparent through the Census data that was analyzed in the housing study. The City also realizes that there is a high potential for previous homeowners that were either under-insured or uninsured will be faced with the need to convert to becoming renters.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

This project specifically aims to provide housing opportunities that integrate households of various income levels into multi-family developments. This funding is specifically proposed to fund infrastructure costs associated with an estimated total of 500 units. Of these 500 units, at least 255 units will be rented to households that meet the criteria for a low-moderate income household. Providing these rental resources will allow a subset of the population that may not have the resources to achieve home-ownership, even with the proposed Direct Homeownership Assistance program, the ability to return to Joplin and specifically to the tornado affected area. The rental market in Joplin has been a large part of the housing sector and to have a healthy recovery, it will be essential to include assistance for this type of development.

Single-Family Rehabilitation

Program/Activity Details

Administering Entity: City of Joplin
Budget: $363,329.65*
Geographic Area: City of Joplin
Performance Outcomes: Provide rehabilitation assistance to 100 homes and create more habitable residential properties

*A portion of funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

The City of Joplin commissioned a Housing Study that was discussed in the Housing Impact section of this plan. This is the main means by which the City has been able to gauge the need for housing throughout the community. The study along with constant monitoring of building activity through building permits has allowed the City to observe that a large portion of needed rehabilitation has been occurring. The City believes that, based on permit information, there is still a need to support ongoing Single Family rehabilitation. This project specifically has potential to provide assistance to 100 homes at an average rehabilitation of $25,000.

The initial estimate of 100 homes was too high due to the lack of qualified applicants for the Single-Family Rehabilitation program. As of December 2015, the anticipated number of homes is approximately 10.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels established in the City's studies.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the creation of more habitable residential properties to meet the housing needs that have been discussed previously in this document.

FEMA Temporary Housing Unit Relocation

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$11,800.00*
Geographic Area:	City of Joplin; Temporary Housing Locations
Performance Outcomes:	Provide temporary housing to citizens whose homes were destroyed by the tornado

*This Activity is complete. Unused funds will be reallocated per the budget table in Section VII Budget Allocation Chart

Basis for Allocation

The City of Joplin worked with a group of local, state, and national housing partners after the May 22, 2011 tornado called the Housing Task Force. One major component of this group was tracking and assisting the transition of households out of the FEMA Temporary Housing Units into more permanent housing situations. FEMA only offered its Temporary Housing Unit (THU) program until the first week of June 2013. With that deadline in sight, the Housing Task Force identified approximately 11 potential households that were currently housed in the THUs and would be assisted by being provided more time in the THUs at a better location.

The group identified a local non-profit that received the donated THUs and operated them as temporary housing for some homeless individuals. The non-profit, Catholic Charities, also provided social services to these households and assisted them in finding more permanent housing. The THUs operated as temporary transitional housing with affordable rents capped according to the household's income.

When the time came for trailers were to be relocated to the City of Joplin, there were not as many trailers available to be relocated as initially estimated, which resulted in the decreased budget.

CDBG Eligibility and National Objective

This Activity is eligible under 570.201(d) as Clearance and Remediation, and will utilize the National Objectives of Low and Moderate Income Clientele with a Presumed Benefit to Homeless Households.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the placing of homeless households into more permanent housing with assistance to locate permanent housing.

Joplin Homebuyer Assistance Program (J-HAP)

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$17,758,704.32
Geographic Area:	City of Joplin: Tornado Area
Performance Outcomes:	Allocation of homeownership to LMI residents throughout the destruction area.

Scope

The majority of the properties in Joplin that were affected by the May 20, 2011 tornado were residential properties that included a variety of single and multi-family homes as well as owner and renter-occupied dwellings. Because the tornado touched down on the west-side of the City, and indiscriminately tore through neighborhoods, residents of all demographic and income statuses were affected.

The estimates of affected residential dwellings, which would include everything from 1 apartment unit to a single family residence, showed that a total of 7,500 units received some level of damage from this disaster. Approximately 4,000 dwellings were destroyed with an additional 3,500 damaged affecting an estimated 17,000 residents. The dwellings that were deemed uninhabitable were estimated to displace approximately 9,200 residents from the City of Joplin.

A large portion of those 7,500 households that were affected were able to find housing resources either through existing available housing stock or through temporarily staying with friends and family. Much of the single-family home housing stock that was destroyed by the tornado was older, lower priced homes. There is now a shortage of lower to moderately priced homes in the Joplin area and many of the available homes are new construction with high price tags. The primary objectives of the City of Joplin's Homebuyer Assistant Program (J-HAP) are:

- To disburse a portion of the City's Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds for homeownership programs to repopulate the tornado affected area;
- To increase the number of affordable housing units in the City;
- To improve the opportunities for homeownership for Low and Moderate Income (LMI) families.

The table below shows the population and funding break-down available through J-HAP to the City of Joplin residents.

Population	*Property Type*	*% of Down-Payment Assistance*	*CAP*
LMI	Existing	20	$30,000
LMI	New Build	30	$35,000
Urgent Need	Existing	20	$30,000
Urgent Need	New Build	20	$30,000

As of 11/20/15 there have been 406 home closings (35% of these homes have been provided to LMI families). The subsidy may be used to fund up to 20% of down payment assistance, up to 30% for qualified LMI covering 100% of the primary lender requirements and/or 100% of the:

- Reasonable closing costs
- Acceptable loan terms are 15-30 years with loan fully amortized at the end of the loan period, and ARM's are acceptable
- The additional $7,000,000.00 in funding will be used to further facilitate the repopulation of the tornado area by providing more affordable housing for Low-Moderate income residents

Basis for Allocation

Due to the success of this program, the City has been able to provide over 400 affordable homes within the tornado affected area. The program has helped the City stabilize and minimize population loss, encourage population growth and provide financial incentives to low and moderate income families that live within the tornado impacted area. The additional funds added to this program will provide direct home-ownership opportunities to approximately 220 additional households.

CDBG Eligibility and National Objective

This activity is eligible under 24 CFR 570.201 (n), Homeownership assistance, and will utilize the National Objectives of both Low-Moderate Income Housing and Urgent Need. For households that will not qualify under the Low-Moderate Income National Objective, Urgent Need will be used based on the clear need for housing and all income levels.

Land Acquisition/Assemblage

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$0*
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Secure lots to provide residential redevelopment assistance for the citizens of Joplin

*Funds from this Activity were reallocated during the Capital Planning process described in Section V – Planning Efforts and detailed in the chart in Section VII – Budget Allocation Chart

Basis for Allocation

Land assemblage will help further the redevelopment goals for both residential and commercial projects. The need to redevelop the vacant properties is apparent from the fact that 3,500 residential properties will need to be completely redeveloped due to the tornado.

CDBG Eligibility and National Objective

The eligibility of this activity is under 24 CFR 570.201 (a), Acquisition, and the primary national objective for this project will be Urgent Need. This will serve the purpose of securing lots that could otherwise become vacant and endanger the public and will also help provide incentive to address the urgent needs of residential redevelopment to serve the citizens of Joplin.

Long-term Recovery from Specific Disaster

The Joplin Redevelopment Corporation (a Missouri 353 Corporation) was used to acquire various parcels of land in the EDR. Properties acquired by the Joplin Redevelopment Corporation would be sold to prospective homeowners to rebuild in the community. All net proceeds resulting from the sale of land will be used to create a Revolving Loan Fund for the purchasing of additional land within the city limits for the same purpose.

By serving as a ready cash buyer, the Land Bank can acquire larger blocs of land at attractive prices, which can then be resold to returning or relocating homeowners or businesses at prices enabling them to rebuild cost-effectively. With a larger inventory of land and a support team of service providers (such as homeowner financial assistance programs, appraisers, title companies and mortgage lenders), the process of buying land from the Land Bank can be expedited, allowing the rebuilding process to proceed more quickly and efficiently. This supports the city's goal to "build back better", fosters the sense of community which has developed after the disaster, and increases the chances for local business to locate successfully in the neighborhood.

Joplin Affordable Senior Housing

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$4,754,900.00
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide additional housing opportunities for Low-Moderate Income seniors

Basis for Allocation

Within the Joplin area there are eight senior residential facilities, including one independent living facility, three congregate care facilities, six assisted living facilities, and three nursing homes (note: some projects offer more than one housing type). These eight facilities represent virtually all of the senior care facilities in Joplin, post tornado, and are representative of the housing choices available to seniors requiring special care housing.

The Joplin senior care market is reporting overall occupancy rates between 84.8% (congregate care) to 98.3% (nursing care). The American Seniors Housing Association (ASHA) conducts an annual survey of retirement and senior residential care communities. While the occupancy rate at most senior care facilities surveyed by Bowen National Research within Joplin after the tornado event are comparable to those reported within the region and the nation by (ASHA), the nursing care occupancy rate of 98.3% in Joplin is extremely high and much higher than the ASHA averages. These statistics do not factor in affordability.

As such, there appears to be a shortage of affordable senior care housing options in the Joplin market. Joplin proposes that a selection of affordable senior care housing be constructed in the tornado zone, replacing nursing care and other destroyed senior housing facilities.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.201 (k) Housing services, and will utilize the National Objective of serving Low-Moderate Income Clientele.

Long-term Recovery from Specific Disaster

This project would provide housing opportunities to seniors within the Joplin community. The proposed funding would be used for site and storm water drainage improvements. The new senior housing development would provide affordable senior housing options and would assist in reducing the shortage identified in the Bowen National Research, Housing Needs Assessment study issued April 18, 2014.

Joplin Housing Authority Tenant Based Rental Assistance

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$91,906.80
Geographic Area:	City of Joplin; Tornado Area
Performance Outcomes:	Provide financial assistant to Joplin's Section 8 voucher program

Basis for Allocation

As a result of the May, 2011 tornado, Joplin's housing stock including its Section 8 voucher program, was severely impacted. In regards to the Section 8 program, 85 voucher-holders were displaced. Since the tornado, new housing units have gradually been added to Joplin's inventor; however many of these are more costly as Joplin's rental market evolves. Compounding the issue, during its recovery, the Joplin Housing Authority experienced a decrease in its "fundable" voucher population due to the lack of available units. As a result of this decrease, the voucher budge provided to the City also decrease, despite the needs of additional households that were displaced.

Therefore, HUD through the Community Development Block Grant Program – Disaster Recovery and through the Public and Indian Housing Program have granted waivers to allow CDBG-DR funds to assist Joplin's Housing Authority restore its program to reach pre-disaster voucher levels. Tenant-based rental assistance will be assisted with a maximum of $290,000.00 in CDBG-DR funds within a two year period.

CDBG Eligibility and National Objective

This Activity is eligible under 570.207(4) as waived (Income Payments), and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the restoration of Section 8 voucher-holders to pre-tornado levels.

Joplin Housing Authority Site Improvements Repair

Program/Activity Details

Administering Entity:	City of Joplin
Budget:	$180,119.03
Geographic Area:	City of Joplin; Parr Hills, Leonard Estates, and Bartlett Hills (JHA parking lots & housing sites)
Performance Outcomes:	Improving parking lots and landscaping associated with the Joplin Housing Authority sites

Basis for Allocation

Due to tornado damage and subsequent damage and wear and tear from heavy trucks and equipment used in the clean-up effort which included demolition, construction and repair of utilities, several Joplin Housing Authority parking lots were damaged as well as damage to the parking lot of their temporary office location at 424 S Turk Street. Costs to repair and/or overlay were not covered by FEMA, insurance or other funding sources. Additionally, yards and trees at Joplin Housing Authority's housing sites were damaged. These repairs are central to the viability and livable of the affordable rental housing units as well as access to the Housing Authority's temporary office where they accept applicants.

Therefore, up to $210,000 will be available in Community Development Block Grant Program – Disaster Recovery funds to make the necessary repairs.

CDBG Eligibility and National Objective

This Activity is eligible under 24 CFR 570.202(a)(2) as Rehabilitation and Preservation, and will utilize the National Objectives of Low and Moderate Income Clientele.

Long-term Recovery from Specific Disaster

The long-term benefit gained from this project will result in the continued viability of existing public housing units by improving parking and landscaping associated with the units.

PLANNING & ADMINISTRATION

Program Administration & Planning

Program/Activity Details

Administering Entity:	City of Joplin / Hired Contractor
Budget:	$4,681,909.00
Geographic Area:	City of Joplin; Tornado Area
Applicant Eligibility:	N/A
Start/End Dates:	Ongoing
Performance Outcomes:	Support grant management and execution

Basis for Allocation (Administration)

All projects and activities under the CDBG-DR program require administrative and support services for the management and participation necessary to formulate, implement and evaluate the City's CDBG-DR program. These activities have included in the past and will include in the future preparation of action plans, citizen participation, preparation of required reporting, monitoring of grant expenditures, eligibility reviews, and other tasks as per HUD guidance.

Basis for Allocation (Planning)

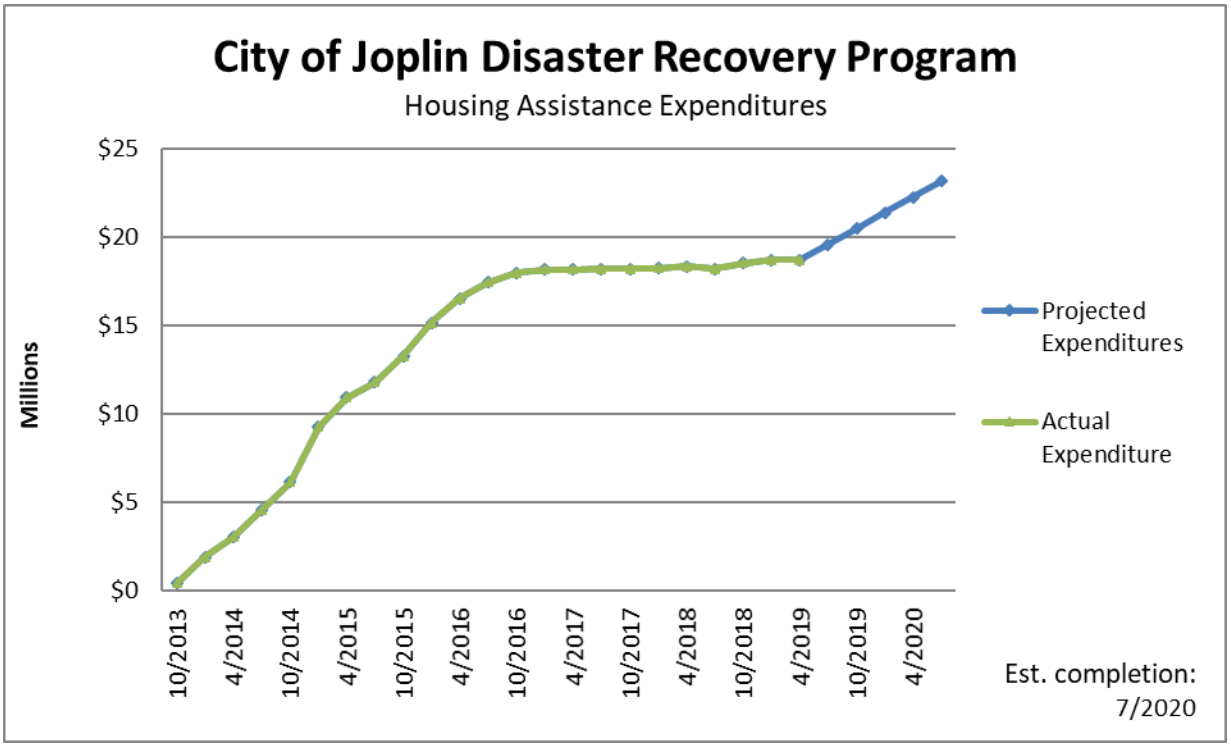
All projects that are included in this Action Plan are taken directly from the Capital Planning process. These recommended projects were the result of numerous Town Hall meetings, public-comment booths, and a CART planning process using virtual town-hall technology, and the numerous sub-committee meetings of citizens with passion in the areas of: Economic Development, Schools and Public Facilities, Housing and Neighborhoods, Public Service, and Infrastructure and Environment.

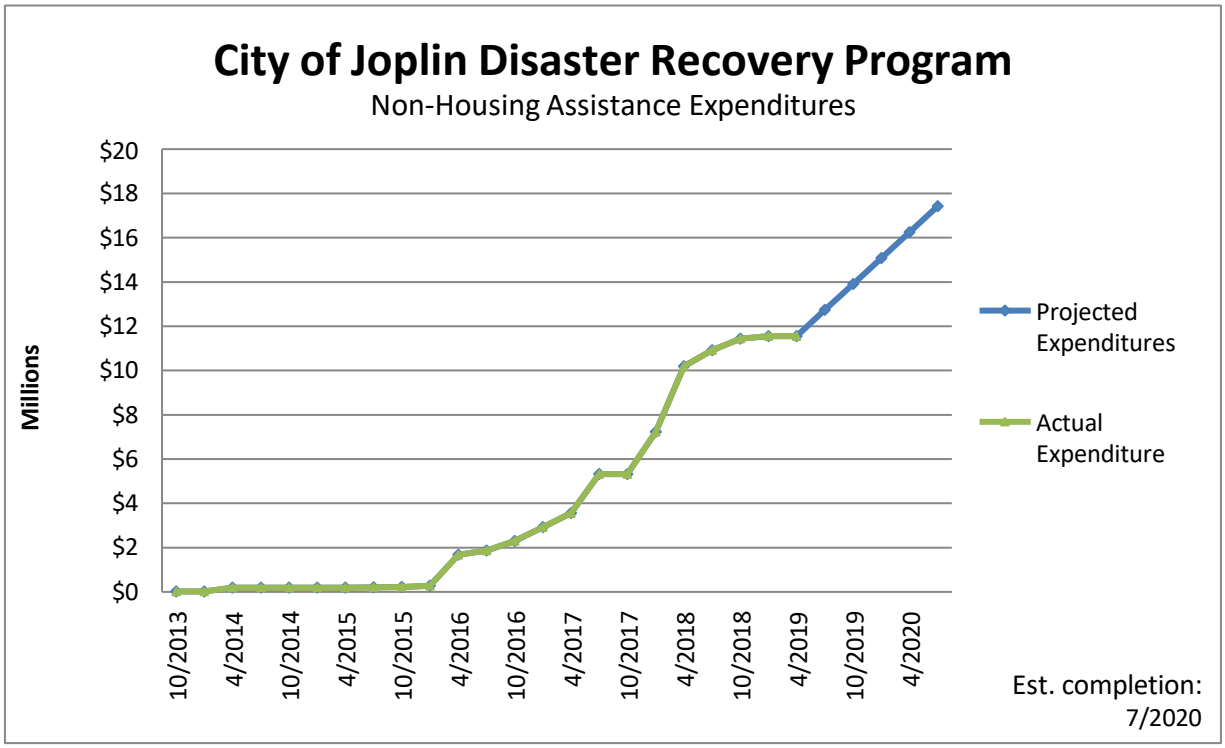
Through the CDBG-DR program, the City will seek additional funding to perform eligible activities that will further develop, update, and refine the overall program planning. These funds are intended for use in the following eligible categories as outlined in 24 CFR 5270.205: comprehensive plans, community development plans, functional plans, land use and urban environmental design, economic development, capital improvement plans, and other required planning activities not explicitly listed herein.

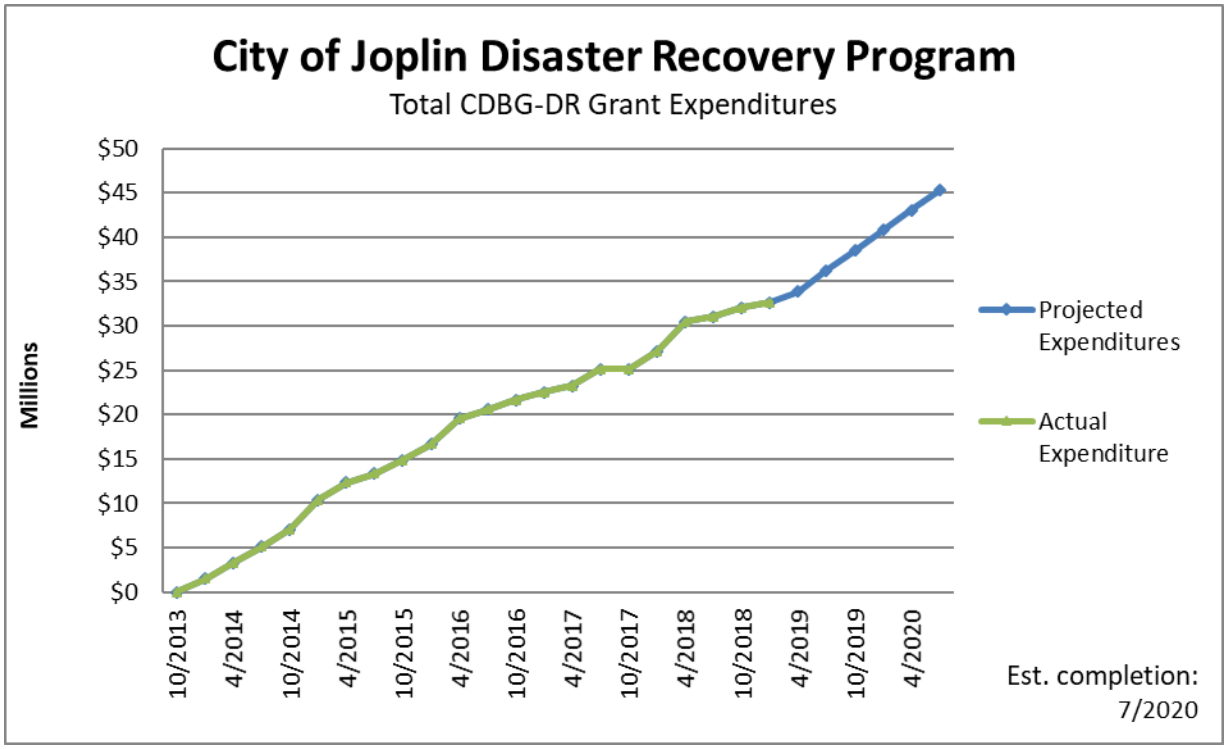
CDBG Eligibility

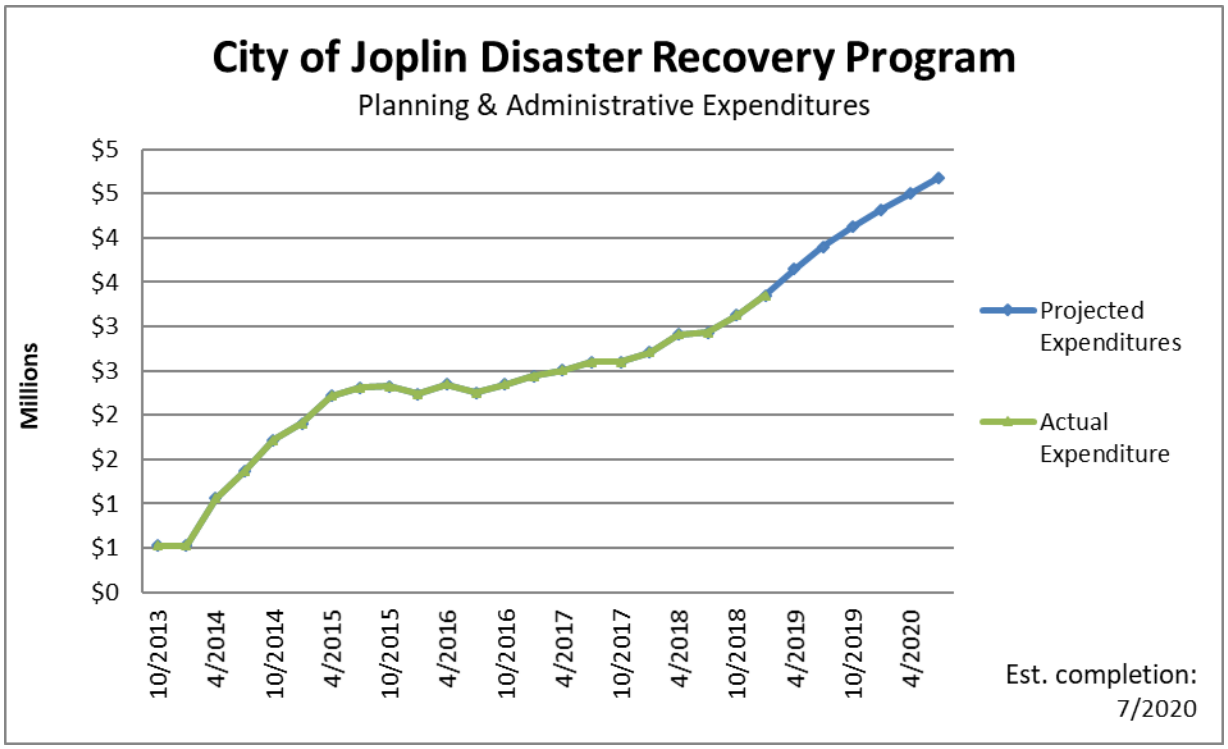
These activities are eligible under Program Administration and Planning

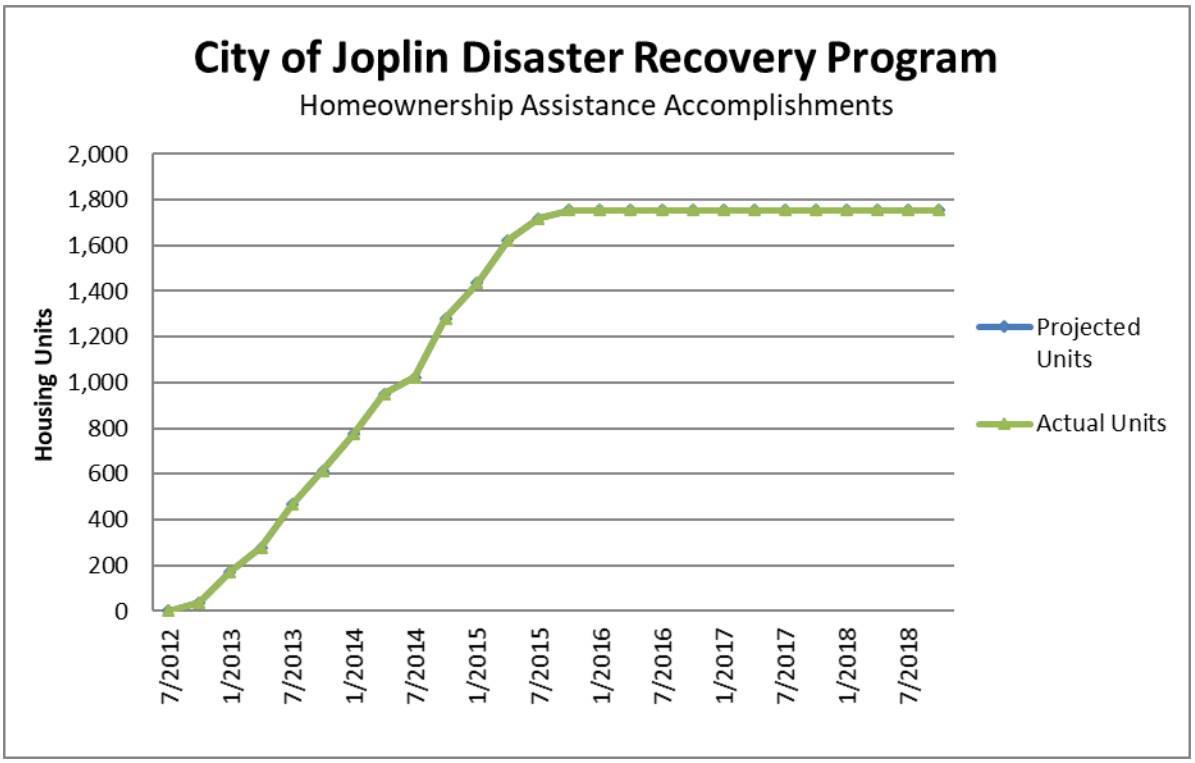
IX. PERFORMANCE SCHEDULES

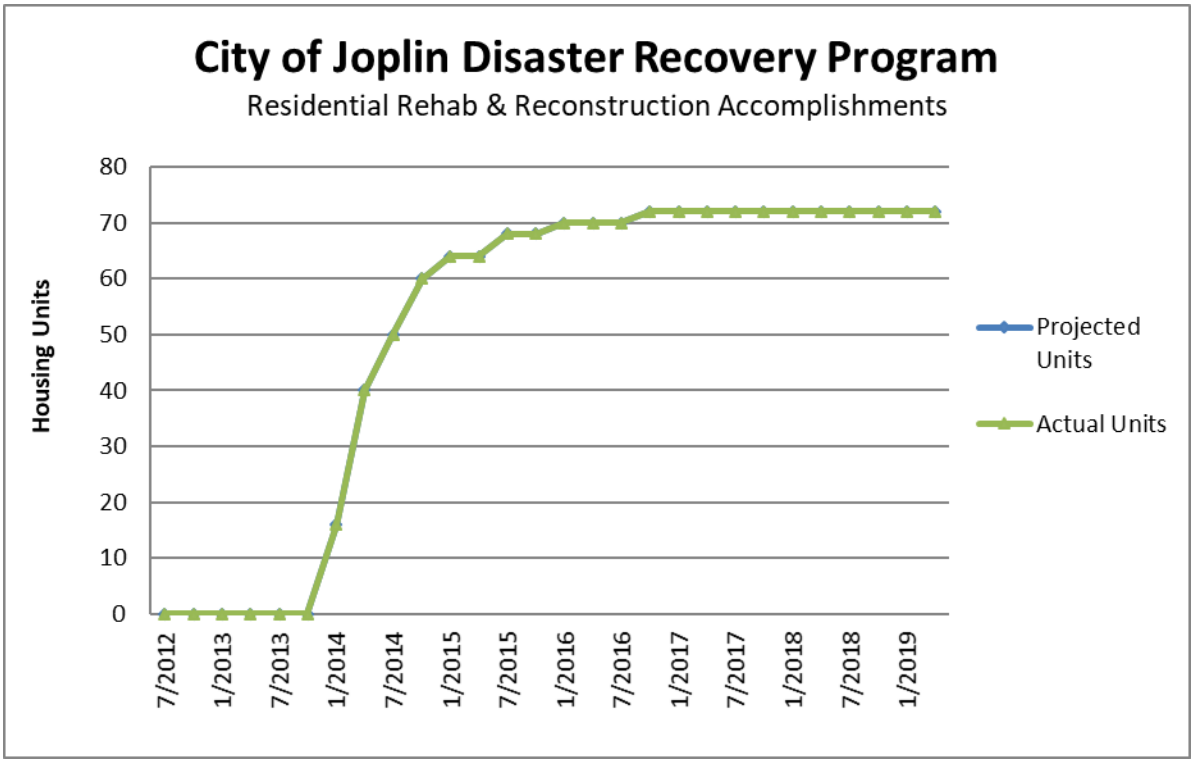


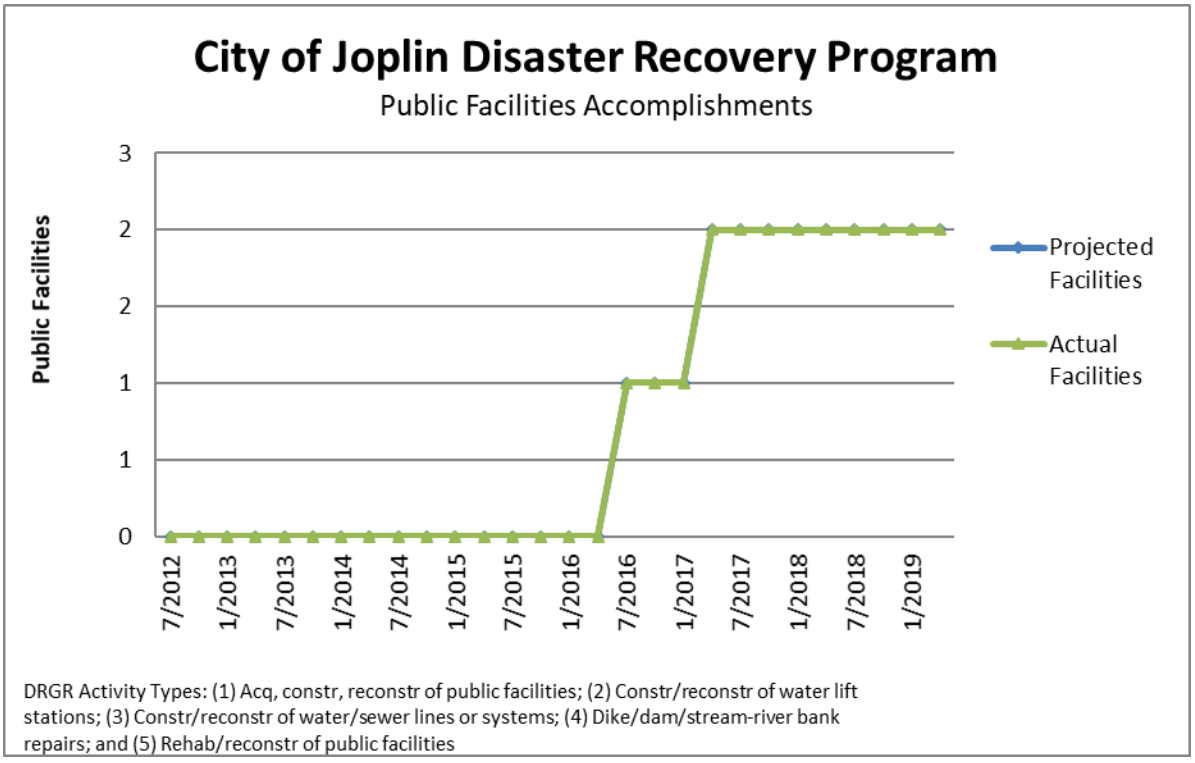



City of Joplin Disaster Recovery Program
Total CDBG-DR Grant Expenditures
Millions
$50
$45
$40
$35
$30
$25
$20
$15
$10
$5
$0
10/2013
4/2014
10/2014
4/2015
10/2015
4/2016
10/2016
4/2017
10/2017
4/2018
10/2018
4/2019
10/2019
4/2020
Projected Expenditures
Actual Expenditure
Est. completion: 7/2020

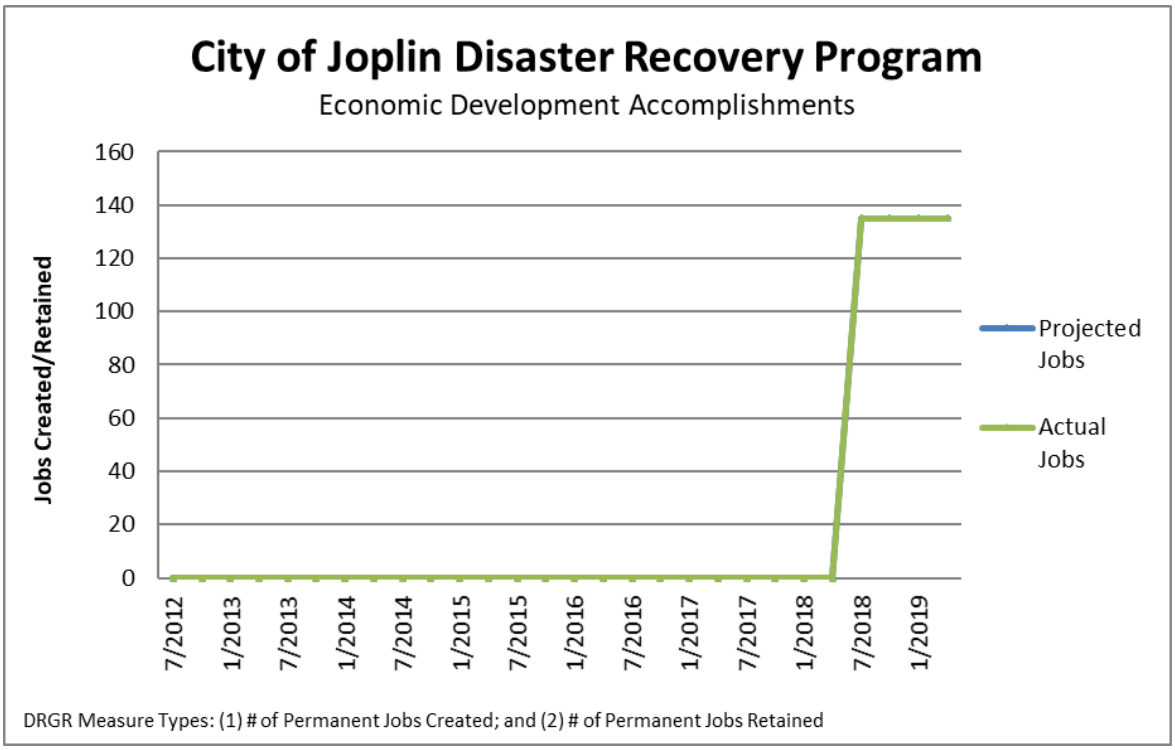

City of Joplin Disaster Recovery Program
Planning & Administrative Expenditures
Millions
$5
$5
$4
$4
$3
$3
$2
$2
$1
$1
$0
10/2013
4/2014
10/2014
4/2015
10/2015
4/2016
10/2016
4/2017
10/2017
4/2018
10/2018
4/2019
10/2019
4/2020
Projected Expenditures
Actual Expenditure
Est. completion: 7/2020


City of Joplin Disaster Recovery Program
Homeownership Assistance Accomplishments
Housing Units
2,000
1,800
1,600
1,400
1,200
1,000
800
600
400
200
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
Projected Units
Actual Units

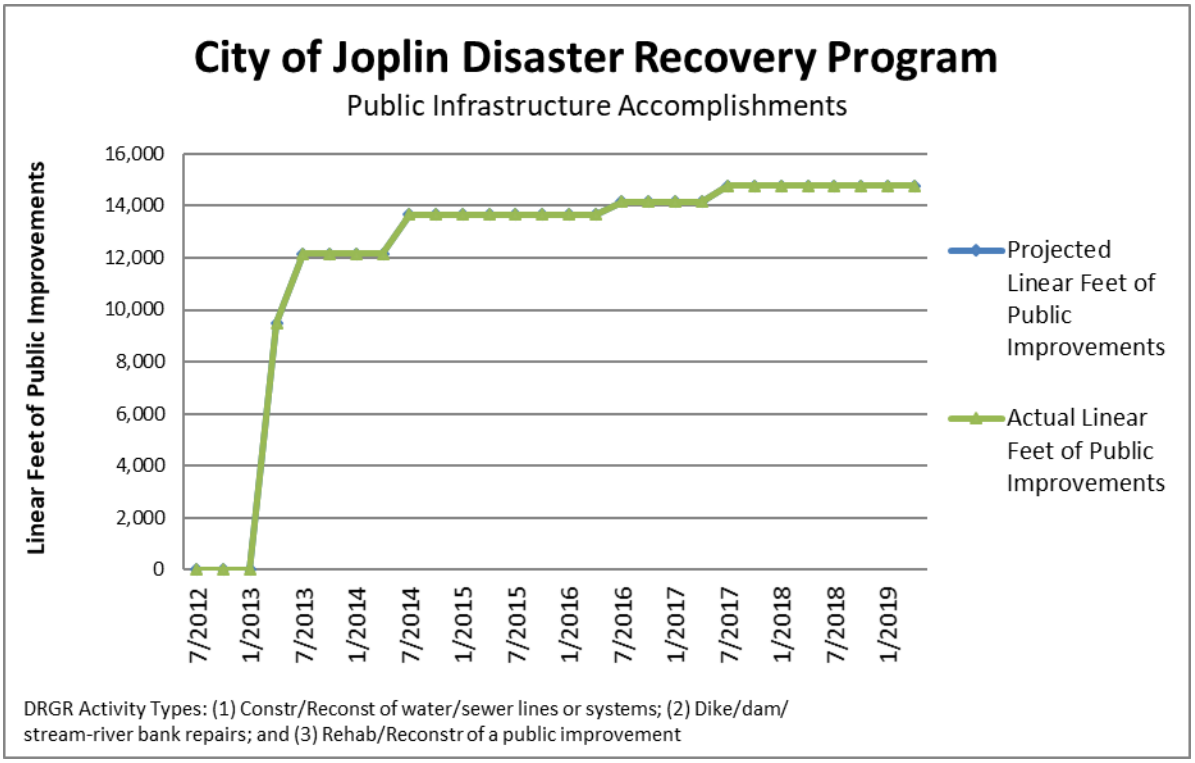

City of Joplin Disaster Recovery Program
Residential Rehab & Reconstruction Accomplishments
Housing Units
80
70
60
50
40
30
20
10
0
7/2012
1/2013
7/2013
1/2014
7/2014
1/2015
7/2015
1/2016
7/2016
1/2017
7/2017
1/2018
7/2018
1/2019
Projected Units
Actual Units



DRGR Activity Types: (1) Acq, constr, reconstr of public facilities; (2) Constr/reconstr of water lift stations; (3) Constr/reconstr of water/sewer lines or systems; (4) Dike/dam/stream-river bank repairs; and (5) Rehab/reconstr of public facilities



DRGR Measure Types: (1) # of Permanent Jobs Created; and (2) # of Permanent Jobs Retained



X. PUBLIC COMMENT

Amendment 24

The City of Joplin posted a legal ad in the Joplin globe on December 3rd, held a public meeting on December 19th, posted the amendment on the Joplin Community Development webpage as well as the Joplin Disaster Recovery webpage, provided a 30-day public comment period from December 20th, 2024 to January 20th 2025. Updated web posting on January 17th for an additional 7-day public comment period closing on January 24, 2025. All comments had to be received by 5:00 pm January 24th, 2025.

No comments were received.

Amendment 17

The City of Joplin provided prominent posting on the City's official website beginning on June 2, 2019 indicated written comments would be accepted through June 9, 2019 at 5:00 p.m.

No comments were received.

Amendment 9

The City of Joplin provided prominent posting on the City's official website beginning on January 18, 2017 indicating written comments would be accepted through January 25, 2017 at 5:00 p.m.

No comments were received.

Amendment 8
The City of Joplin provided prominent posting on the City's official website beginning on January 8, 2017 indicating written comments would be accepted through January 15, 2017 at 5:00 p.m.

No comments were received.

Amendment 7
The City of Joplin provided prominent posting on the City's official website beginning on December 6, 2015 indicating written comments would be accepted through December 13, 2015 at 5:00 p.m.

No comments were received.

Amendment 6
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on November 16, 2015. The finalized minor amendments was posted on the City's website.

Amendment 5
The City of Joplin provided prominent posting on the City's official website beginning on July 15, 2015 indicating written comments would be accepted through July 22, 2015 at 5:00 p.m.

No comments were received.

Amendment 4
The City of Joplin will informed the Kansas City Field Office and updated projects within the Disaster Recovery Grant Reporting (DRGR) system. A memo was provided to the Joplin City Council for their information on May 11, 2015. The finalized minor amendments was posted on the City's website.

Amendment 3
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts. Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

For Amendment #3, notice was posted requesting comments during a 7-day comment period, ending November 19, 2014.

No comments were received.

Amendment 2
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on

the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Amendment 1
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

Initial Action Plan
The City of Joplin provided an informal public meeting on July 3rd with a prominent posting on the City's official website indicating written comments would be accepted through July 12th at 5pm. The public meeting was advertised in the Joplin Globe and information was disseminated through local groups that have been active in Joplin's recovery efforts.

Although conversations were held with the attendees of the public meeting, no written public comments were received during the mandatory 7-day comment period nor have any written comments been received before or after the official comment period.

XI. ACCESSIBILITY OF PLAN

The City of Joplin will make this plan available to all individuals including those with disabilities and those that are non-English speaking. Services will be provided upon request. Requests can be made by contacting our ADA Coordinator at 624-0820, Ext 210, or the City Clerk's Office at 624-0820, Ext 220. Kindly give us forty-eight (48) hour notice to arrange for the aids or service. TTD Number: (417) 625-4774.

XII. CERTIFICATIONS AND SF-424

The necessary Certifications required for these CDBG-DR funds are attached to this document and can be found in Appendix A.

XIII. APPENDICES

Appendix A – CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the Disaster Recovery Action Plan, the jurisdiction certifies that:

A. Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard. In addition, the grantee certifies that agreements with sub-recipients will meet all civil rights related requirements pursuant to 24 CFR 570.503(b)(5).

B. Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG program.

C. Lobbying Certification – The Grantee certifies that its compliance with restriction on lobbying required by 24 CFR party 87, together with disclosure forms, if required by part 87.

D. State and Local Laws – The grantee certifies that the Action Plan for Disaster Recovery is authorized under State and local law (as applicable) and that the grantee, and any entity or entities designated by the grantee possess (es) the legal authority to carry out the program for which it is seeking funding, in accordance with applicable HUD regulations and this Notice.

E. Consistency with Action Plan – The grantee certifies that activities to be undertaken with funds under this notice are consistent with its Action Plan.

F. Acquisition and Relocation – The grantee certifies that it will comply with the acquisition and relocation requirements of the URA, as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in this Notice.

G. Section 3 – The grantee certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u), and implementing regulations at 24 CFR part 135.

H. Public Participation – The grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

I. Use of Funds – The grantee certifies that it is complying with each of the following criteria:

(1) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and

distressed areas for which the President declared a major disaster in the aftermath of Hurricane Sandy, pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 *et seq.*)

(2) With respect to activities expected to be assisted with CDBG disaster recovery funds, the Action Plan has been developed so as to give the maximum feasible priority to activities that will benefit low- and moderate income families.

(3) The aggregate use of CDBG disaster recovery funds shall principally benefit low- and moderate- income families in a manner that ensures that at least 50 percent of the grant amount is expended for activities that benefit such persons.

(4) The grantee will not attempt to recover any capital costs of public improvements assisted with CDBG disaster recovery grant funds, by assessing any amount against properties owned and occupied by persons of low and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (A) Disaster recovery grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (B) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (A).

J. Civil Rights -- The grantee certifies that the grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601–3619) and implementing regulations.

K. Excessive Force -- The grantee certifies that it has adopted and is enforcing the following policies:
(1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
(2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

L. Capacity -- Each unit of local government receiving a direct award under this Notice certifies that it (and any sub-recipient or administering entity) has the capacity to carry out disaster recovery activities in a timely manner; or the State or unit of local government will develop a plan to increase capacity where such capacity is lacking.

M. Special Flood Hazard Area -- The grantee certifies that it will not use CDBG disaster recovery funds for any activity in an area delineated as a special flood hazard area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.

N. Lead-based Paint -- The grantee certifies that its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.

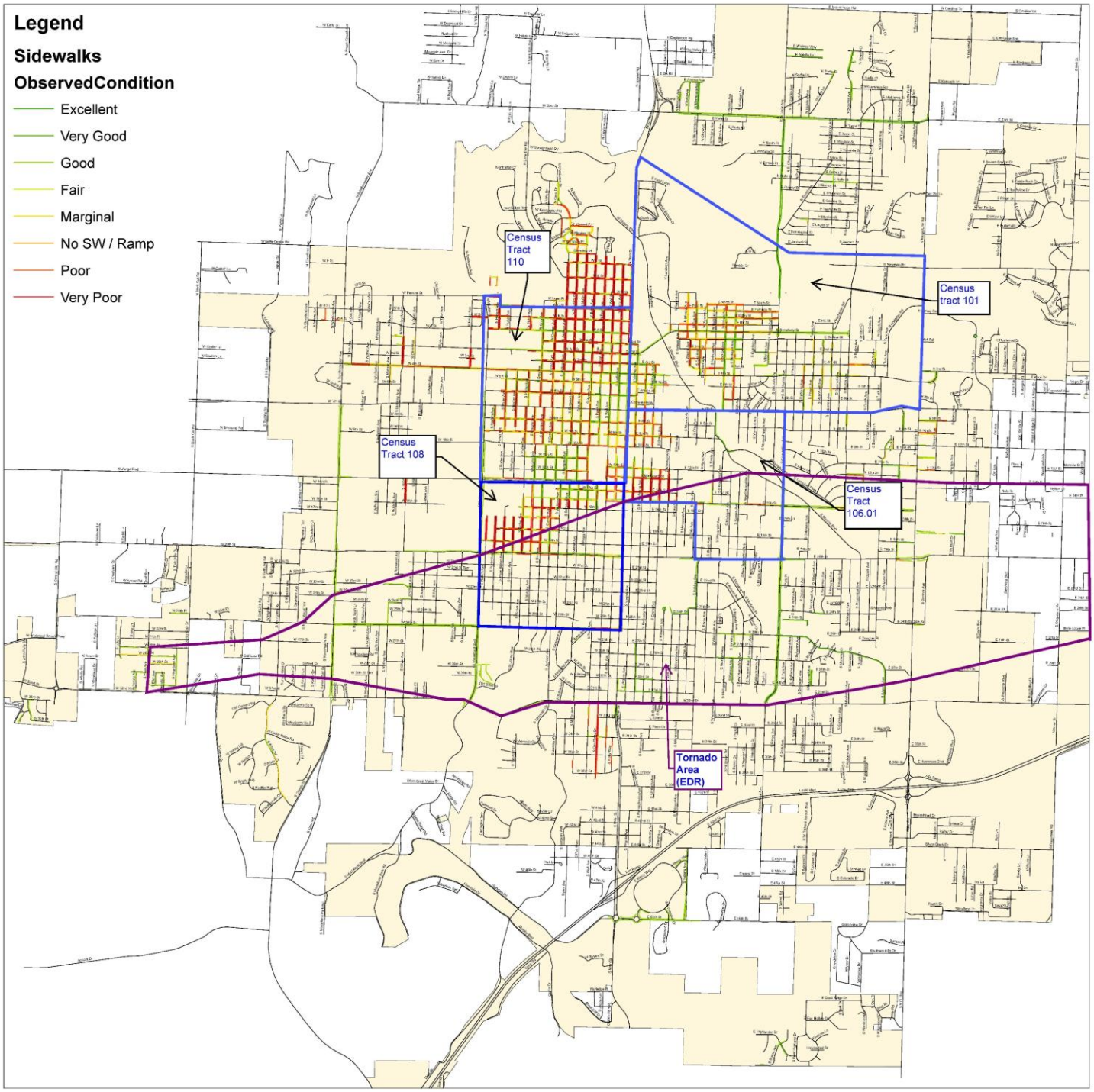
O. Applicable Laws -- The grantee certifies that it will comply with applicable laws. **Financial Controls –** The grantee certifies that it has reviewed the requirements of this Notice and requirements of Public Law 113-2 applicable to funds allocated by this Notice, and that it has in

place proficient financial controls and procurement processes and has established adequate procedures to prevent any duplication of benefits as defined by section 312 of the Stafford Act, to ensure timely expenditure of funds, to maintain comprehensive websites regarding all disaster recovery activities assisted with these funds, and to detect and prevent waste, fraud, and abuse of funds.

_____ _____

Nicholas Edwards Date
City Manager

Resolution 2025-02 - Exhibit A



Please Print

1st Public Meeting: Amendment #24 to Initial Disaster Recovery Round - I Action Plan for the City of Joplin

Date: December 19th, 2024 **Time: 4:00 pm - 7:00 pm** **Place: Minnie Hackney Community Center, 110 S Main St 64801**

Name:	Agency:	Address:	Phone:	E-Mail Address:
Thom Walters	City of J			twalters@joplinmo.org
Robert Lolley	City of J			rlolley@joplinmo.org
[illegible]	Neighborhood			[illegible]
Vanda Nunnelly	Nextgen			vandanunnelly@gmail.com
Jenna Billington	City of J			jbilling@joplinmo.org
[illegible]	CDOC			[illegible]
TROY BOLANDER	COJ			

January 24, 2025

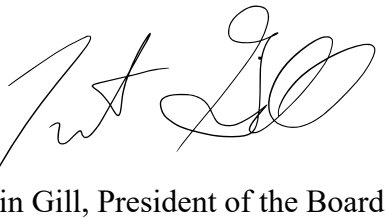
Dear City of Joplin,

Over the last eight years, the North Heights Neighborhood Group has worked together to develop a closer knit community of neighbors in north Joplin. Some of our efforts have included revitalization efforts, such as restoration of the few remaining brick sidewalks and bringing attention into our neighborhood for the beautiful historic homes through our annual Porchfest.

Both projects have emphasized to our organization the need for better sidewalks in our part of the city. For a number of years we have looked for ways to partner with homeowners, businesses, and non-profits to address this issue, but we have not be able to find an adequate solution ourselves. One of the best features about our part of Joplin is the historic walkability that our neighbors and families get to enjoy. Sadly, the deterioration of our sidewalks has led to less mobility for residents and sometimes even accidents requiring medical attention.

The North Heights Neighborhood Group fully supports the City of Joplin amending the Disaster Recovery Plan to allow for the remaining disaster funds to be spent in census track 110 to help the sidewalk replacement program. This would be a great investment in north Joplin. Thank you for all the work and dedication for such community development in our city!

With much appreciation,



Justin Gill, President of the Board of Directors

North Heights Neighborhood Group, Inc.

From: christun bucevac
To: Walters, Thomas
Subject: #newsidewalksareathing #solidarity
Date: Thursday, January 23, 2025 11:54:01 PM

You don't often get email from christunbucevac@yahoo.com. Learn why this is important

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-oldsidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways. Children also face a challenge when playing on our neighborhood sidewalks in disrepair.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

- **Improve safety and accessibility** by creating walkable, wheelchair/walker friendly sidewalks.
- **Boost local tourism** and contribute to the local economythrough increased

visitation to historic and heritage sites.

- **Encourage mobility, connectivity, bikeabilty** while improving access to public/private transit.
- **Support property owners** in maintaining their sidewalks for future generations, preserving the integrity and accessibility of the district.
- **Enhance curb appeal** and attractiveness for potential buyersthus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Vladimir and Christun Bucevac
405 South Moffet Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
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We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Matt and Shannon Bruffett
112 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
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Sincerely,

Lauri A. King Michael J. King

Lauri and Michael King
507 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
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- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

I strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Carlos and Johana Rodriguez.
102 South Moffet Avenue
Joplin, MO 64801

Jose Carlos Rodriguez
Johana J Rodriguez

January 24, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
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We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,
Mary Anne Phillips & Jim Scott
Mary Anne Phillips and Jim Scott
118 S Moffet Avenue
Joplin, MO 64801

December 20, 2024

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

Historic Murphysburg Preservation, Inc.
Joplin Missouri
P.O. Box 1332 | Joplin, Mo 64802
(417) 208-9376
Murphysburg@gmail.com | www.Murphysburg.org

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 – Sidewalk Repairs for Census Tract 110

Dear Mr. Walters:

On behalf of the property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we express our strong support for Amendment #24 of the above referenced HUD grant. The district is generally from 1st to 7th Streets on Sergeant, Moffet, and (partially) Byers Avenues.

The property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways.

Additionally, we would like to highlight the restoration of two historic properties: the *Charles Schifferdecker House* (circa 1890) at 422 S. Sergeant Avenue and the *Edward Zelleken House* (circa 1893) at 406 S. Sergeant Avenue. These homes, which will open to the public as living history museums in 2025, are key landmarks in the Murphysburg Historic District. Once operational, they will draw visitors from local, regional, national, and international locations to Joplin. Ensuring these visitors---and our local community---have safe, walkable, handicapped-accessible sidewalks will be critical.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

- **Improve safety and accessibility** by creating walkable, wheelchair/walker friendly sidewalks.
- **Boost local tourism** and contribute to the local economy through increased visitation to historic and heritage sites.
- **Encourage mobility, connectivity, bikeabilty** while improving access to public/private transit.
- **Support property owners** in maintaining their sidewalks for future generations, preserving the integrity and accessibility of the district.
- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm and accessibility of the Murphysburg Residential Historic District.

Sincerely,
Chris Ferguson, Board President

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways. Children also face a challenge when playing on sidewalks in disrepair.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

- **Improve safety and accessibility** by creating walkable, wheelchair/walker friendly sidewalks.
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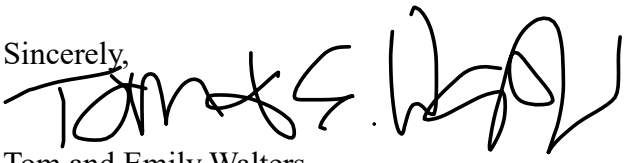
- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,



Tom and Emily Walters
508 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

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- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Robert and Tiffany Samuels
218 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways. Children also face a challenge when playing on sidewalks in disrepair.

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We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Tom and Emily Walters
508 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

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- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

James J Burns Jr Kenneth W McCoy

James J Burns Jr and Kenneth W McCoy
115 South Moffet Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

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- **Support property owners** in maintaining their sidewalks for future generations, preserving the integrity and accessibility of the district.
- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Mark & Paula Callihan

Paula and Mark Callihan
106 South Moffet Avenue
Joplin, MO 64801

January 24, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways. Children also face a challenge when playing on sidewalks in disrepair.

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- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,



Wayne and Kate Stephenson
302 South Sergeant Avenue
Joplin, MO 64801

From: Leslie Webster
To: Walters, Thomas
Cc: Murphysburg Joplin, Mo
Subject: Murphysburg
Date: Friday, January 24, 2025 11:28:59 AM

You don't often get email from lesliewebster@live.com. Learn why this is important

This email originated outside our network. If it is unsolicited or unexpected, please delete. If expected, use caution when opening any links or attachments.

January 24, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As property owners in the Murphysburg Residential Historic District, located in *Census Tract 110*, we want to express our strong support for Amendment #24 of the above referenced grant.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways. Children also face a challenge when playing on sidewalks in disrepair.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

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- **Encourage mobility, connectivity, bikeabilty** while improving access to public/private transit.
- **Support property owners** in maintaining their sidewalks for future generations,

preserving the integrity and accessibility of the district.

- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,

Blake and Leslie Webster
318 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

Dear Mr. Walters:

As a property owner in the Murphysburg Residential Historic District, located in *Census Tract 110*, I want to express my strong support for Amendment #24 of the above referenced grant.

I get around most places with a cane, as I have severe neuropathy in my arms and legs, plus I broke my hip in 2023. Consequently, I am aware of safety, accessibility, and trip hazard issues with the neighborhood sidewalks that are cracked and severely uneven.

Property owners in the historic district urgently require assistance with costly repairs needed for our over 120-year-old sidewalks. Many of the most deteriorated sidewalks are adjacent to homes owned by residents aged 50 to 87, who face significant challenges due to the condition of these walkways.

By utilizing grant funding to repair targeted sidewalk panels within the historic district, we believe we can achieve the following important objectives:

- **Improve safety and accessibility** by creating walkable, wheelchair/walker/walking cane friendly sidewalks.
- **Boost local tourism** and contribute to the local economy through increased visitation to historic and heritage sites.
- **Encourage mobility, connectivity, bikeabilty** while improving access to public/private transit.
- **Support property owners** in maintaining their sidewalks for future generations, preserving the integrity and accessibility of the district.
- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

I strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Thank you for your consideration on this project.

Shannon Bruffett

Shannon Bruffett
112 South Sergeant Avenue
Joplin, MO 64801

January 23, 2025

Thomas Walters
City of Joplin
620 South Main Street
Joplin, Missouri 68401

REFERENCE:
Consolidated Plan (FY 2025-2029) and one-year Action Plan (FY 2025)
U. S. Department of Housing and Urban Development
Community Development Block Grant Program and Home Investment Partnership Program
Amendment #24 to the Disaster Recover Action Plan for **Sidewalk Repairs** in Census Tract 110

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- **Enhance curb appeal** and attractiveness for potential buyers thus contributing to neighborhood revitalization and stability.

We strongly support Amendment #24 which will help preserve and enhance the historic charm, safety, and accessibility of the Murphysburg Historic District through sidewalk repairs.

Sincerely,



Lori and Jeremy Haun
420 South Byers Avenue
Joplin, MO 64801

RESOLUTION NO. 2025-02

A RESOLUTION authorizing the filing of a Twenty-fourth Amendment of the Round 1 Action Plan with the U.S. Department of Housing and Urban Development (HUD) as required for the use of the City of Joplin's Community Development Block Grant Disaster Recovery (CDBG-DR) Program (Round 1); and authorizing the City Manager to execute said Amendment for and on behalf of the City of Joplin.

WHEREAS, on May 22, 2011, and EF-5 tornado caused catastrophic damage to a significant portion of the City of Joplin; and

WHEREAS, the City of Joplin's infrastructure was affected by the tornado; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides assistance to communities that experience extreme disaster recovery circumstances; and

WHEREAS, the City of Joplin was awarded $45,266,709 in Community Development Block Grant Recovery Assistance under Public Law 112-55 from the U.S. Department of Housing and Urban Development to aid in the City's recovery; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) allows for amendments to Action Plans to assist communities; and

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

Section 1: That the City of Joplin file Amendment #24, Round 1 Action Plan for the City of Joplin's Community Development Block Grant Disaster Recovery Program (Round 1) according to Attachment A with the U.S. Department of Housing and Urban Development, such that $3,300,000 is being reallocated to the Public Infrastructure Improvements Activity.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2025, by a _____vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holy Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-107 – Agreement with Dirks Heavy Contractors, LLC for the Turkey Creek WWTP Digester Line Replacement; and containing an emergency clause.

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Public Works - Operations

ATTACHMENTS
CB2025-107 Ordinance, Agreement, Bid Summary

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 will approve an agreement between the City of Joplin and Dirks Heavy Contractors, LLC for Turkey Creek WWTP Digester Line Replacement in the amount of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 DOLLARS ($290,319.45).

BACKGROUND
During the 2025 budget process, priority projects were identified at both the Turkey Creek Wastewater Treatment Facility and the Shoal Creek Wastewater Treatment Facility that would address infrastructure rehabilitation or replacement and safety concerns in FY2025. Included in that project list and budget was replacement of the digester sewer line at the Turkey Creek Wastewater Treatment Facility. Unfortunately, the sewer line began failing before it was scheduled to be replaced during 2025. Staff were able to change treatment operations and rent a portable pump to avoid any illicit discharges and maintain treatment of wastewater.

In accordance with the City of Joplin's procurement policies, a request for proposals for the Digester Line Replacement was advertised in the Joplin Globe on January 4th, 2025, and bids were received by the City on January 21st, 2025. A total of 5 bids were received, with Dirks Heavy Construction, LLC being the lowest responsive bidder. The bid is lower than the engineer's estimate.

FUNDING SOURCE
This item is included in the FY 2025 Budget in the Sanitary Sewer Fund.

RECOMMENDATION
Staff recommends approval of Council Bill 2025-107, approving an agreement with Dirks Heavy Contractors, LLC on an Emergency basis being an ordinance relating to a public improvement, it is an emergency within the meaning of Section 2.12(6) of the HOME RULE CHARTER of the City of Joplin, Missouri and the Council hereby declares that this ordinance shall be in full force and effect from and after its passage. Specifically, the adoption of this Council Bill on an emergency basis enables the contractor to commence immediately to address and rectify the issue.

COUNCIL BILL NO. 2025-107 **ORDINANCE NO.**

AN ORDINANCE approving an agreement with Dirks Heavy Contractors, LLC in the amount of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 DOLLARS ($290,319.45) for Turkey Creek WWTP Digester Line Replacement and authorizing the City Manager or his designee to execute the same by and on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the said agreement by and between the City of Joplin and Dirks Heavy Contractors, LLC in the amount of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 DOLLARS ($290,319.45), for Turkey Creek WWTP Digester Line Replacement on behalf of the City of Joplin; a true and accurate copy of said agreement being attached hereto; 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 agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin.

Section 3. That upon the final approval and acceptance of the contractor'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 contractors shall be paid from the Sanitary Sewer Fund.

Section 4. 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. Specifically, the adoption of this Council Bill on an emergency basis allows the contractor to begin immediately to resolve the issue.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Sr., Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2025-107 **ORDINANCE NO.**

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 bid amount.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND
DIRKS HEAVY CONTRACTORS, LLC

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: DIRKS HEAVY CONTRACTORS, LLC Address: 805 S. Orange Street Butler, MO 64730	
Attention: Dan Johnson, PE Director of Public Works		Attention: Kurt Yoder	
Department: Public Works		Phone: (785) 448-8644	Fax:
Phone:	Fax:		

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

Turkey Creek WWTP Digester Line Replacement

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 180 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 contractor to always maintain adequate insurance coverage during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice 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 Street, Joplin, MO 64801

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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. 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. Contractor 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 attorneys' fees of Contractor, its employees, officers or agents. Contractor 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. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, 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 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.

The Owner's and Contractor's Protective Liability Insurance must:

(1) Be a separate policy with the named insured being: The City of Joplin, and

(2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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.

g. Notice. The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. 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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of $290,319.45 conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds $25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:
(Reference can be made to "The System for Award Management" website as a helpful resource).

a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.

b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

c. Does not have a proposed debarment or suspension pending.

d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of $25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. General Independent Contractor Clause. This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (http://mo-joplin.civicplus.com/DocumentCenter/View/3460) Contractor (or surety) shall be liable to the City in the amount of $1000.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. Termination. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

a. This Contract
b. All Change Orders
c. Bid Plans and Specifications
d. City of Joplin Standard Specifications (Latest Revised Edition)
e. Special Conditions & Provisions
f. Bid Form
g. Statement of Bidder's Qualifications
h. Acknowledgment

i. Performance Bond
h. Payment and Material Bond
k. Instructions to Bidders
l. Non-collusion Affidavit
m. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein for a total sum of Two Hundred Ninety Thousand Three Hundred Nineteen and 45/100 ($290,319.45) dollars, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class

mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over $5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of $5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body $2,500 plus $100 a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breech thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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 therefor.

_____

Leslie Haase, Director of Finance

APPROVED AS TO FORM

_____

Peter Edwards, City Attorney

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

CITY OF JOPLIN, MISSOURI

By: _____

Daniel Johnson, P.E.
Public Works Director

BID SUMMARY

PROJECT: Turkey Creek WWTP Digester Line Replacement

DATE OF BID OPENING : January 21 21, 2024, at 11:00 AM

CONTRACTOR	BID
Ehrsam Construction	$384,056.00
Dirks Heavy Contractors, LLC	$290,319.45
G & G Construction Company, Inc.	$352,595.61
Goins Enterprises, Inc.	$472,443.00
Rosetta Construction, LLC	$469,886.00
Engineer’s Estimate	$395,000.00

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-511 – Approving the year-end budget amendment for FY 2024

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2025-511 Ordinance; Schedule "A" Budget Amendment

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill amends the adopted 2023-2024 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 Transfers Out in the various funds for the TIF Transfer, ARPA Transfer and the Community Development Fund Subsidy.
- Amending the Revolving Fund for demolition costs.
- Amending utility costs and central garage repairs in the Airport Fund and Sewer Fund.
- Amending Depreciation Expense in the Airport Fund, Sewer Fund and Emergency Communications Fund.
- Amending the OPEB Benefit Expense in the Sewer Fund and Emergency Communication Fund.
- Amending Sewer Repairs in the Sewer Fund.

The purpose of the budget amendment is to recognize changes that have occurred since the annual budget was adopted. This budget amendment increases expenditures by $2,424,500.00.

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. 2025-511 **ORDINANCE NO.**

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2023-2024 as adopted by Ordinance 2023-158 on October 16, 2023, to adjust appropriations and containing an emergency clause.

WHEREAS, the City of Joplin, Missouri passed Ordinance 2023-158 on October 16, 2023, which estimated revenues and appropriated funds for the fiscal year 2023-2024; 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 2023-2024 budgeted appropriations as adopted by Ordinance 2023-158 be amended by increasing appropriations by the total amount of Two Million Four Hundred Twenty-Four Thousand Five Hundred Dollars and No Cents ($2,424,500.00) for the purposes and amounts as shown in Schedule "A" attached hereto.

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

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
3-Feb-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
001	General Fund					
				$		-
	TIF Transfer Out	001-9003-500-9805	TIF Transfer			221,000
	Total General Fund			$	-	221,000
010	Pension Sales Tax					
				$		-
	TIF Transfer Out	010-9003-500-9805	TIF Transfer			10,000
	Total Pension Sales Tax Fund			$	-	10,000
101	Public Safety Sales Tax					
				$		-
	TIF Transfer Out	101-9003-500-9805	TIF Transfer			110,000
	Transfer to ARPA Fund	101-9003-500-9986	Transfer to ARPA Fund			395,000
	Total Public Safety Sales Tax Fund			$	-	505,000
130	Parks & Stormwater Sales Tax Fund					
				$		-
	TIF Transfer Out	130-9003-530-9805	TIF Transfer			20,000
	TIF Transfer Out	130-9003-560-9805	TIF Transfer			40,000
	Total Parks & Stormwater Sales Tax Fund			$	-	60,000
140	TST Fund					
				$		-
	Transfers Out	140-9003-530-9050	Community Development Subsidy			50,000
	Transfers Out	140-9003-530-9805	TIF Transfer			110,000
	Total TST Fund			$	-	160,000
145	Capital Improvement Sales Tax Fund					
	Transfers Out	145-9003-520-9805	TIF Transfer	$		85,000
	Total Capital Improvement Sales Tax Fund			$	-	85,000
310	Revolving Public Improvement Fund					
	Special Assessment Projects	310-4560-520-4115	Other Property Repairs	$		35,000
	Total Revolving Public Improvement Fund			$	-	35,000
405	Airport Fund					
	Regional Airport	405-5004-520-3015	Telephone Charges	$		5,500
	Regional Airport	405-5004-520-3020	Water Charges			4,000
	Regional Airport	405-5004-520-7125	Depreciation Expense			525,000
	Total Airport Fund			$	-	534,500
415	Sanitary Sewer Fund					

SCHEDULE A

CITY OF JOPLIN
BUDGET AMENDMENT
2023-2024 ADOPTED BUDGET
3-Feb-25

FUND	ACTIVITY	ACCOUNT	DESCRIPTION		REVENUES	EXPENDITURES
				$		-
	Sewer Treatment	415-4541-540-1805	OPEB Benefit Expense			103,000
	Sewer Treatment	415-4541-540-3010	Gas Charges			30,000
	Sewer Treatment	415-4541-540-3020	Water Charges			65,000
	Sewer Treatment	415-4541-540-4210	Central Garage Repairs			20,000
	Sewer Treatment	415-4541-540-7125	Depreciation Expense			210,000
	Sewer Maintenance	415-4542-540-1805	OPEB Benefit Expense			30,000
	Sewer Maintenance	415-4542-540-4116	Sewer Repairs			21,000
	Sewer Maintenance	415-4542-540-7125	Depreciation Expense			235,000
	Total Sanitary Sewer Fund			$	-	714,000
520	Emergency Communications Fund					
	Dispatch Services	520-8502-510-1805	OPEB Benefit Expense	$		65,000
	Dispatch Services	520-8502-510-7125	Depreciation Expense			35,000
	Total Emergency Communications Fund			$	-	100,000
	Grand Total			$	-	2,424,500

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-105 – Change Order 1 with Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements.

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Public Works - Engineering

ATTACHMENTS
CB2025-105 Ordinance, Change Order

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 a change order between the City of Joplin and Sprouls Construction, Inc. for the 4th and Murphy Blvd Geometric Improvements project in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five and 00/100 dollars ($254,325.00).

BACKGROUND
In September 2020, City Council approved a work authorization with Olsson for engineering services for the design of improvements at 4th and Murphy Blvd Geometrics Improvements. In following with the "Improve Community Appearance" directive of the Action Plans, beautification efforts were added to this project. The project included the installation of new traffic signals, turn lanes, intersection enhancements including sidewalk, pavement, storm system, and beautification elements.

In June 2024, City Council approved an agreement with Sprouls Construction, Inc. for the base bid and alternate 1 and 2 of the 4th and Murphy Blvd Intersection Project. Alternate 3, which included the trail connection through the box culvert and additional trail items, was not awarded at that time. This change order is to add in the trail and items originally bid out in alternate 3.

FUNDING SOURCE
A budget amendment is included with the Council Bill to use Transportation Sales Tax Funds for the trail, if approved.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2025-105 ORDINANCE NO

AN ORDINANCE approving an amendment (Change Order 1) to the construction agreement with Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00) for the 4th and Murphy Blvd Geometric Improvements project, authorizing the City Manager or his designee to execute the same 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, 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 to the agreement by and between the City of Joplin and Sprouls Construction, Inc. in the amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five and Dollars and No Cents ($254,325.00), a true and accurate copy of said amendment and being attached hereto; 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.

Section 3. That fiscal year 2024-2025 budgeted appropriations as adopted by Ordinance 2024-151 be amended by increasing appropriations by the total amount of Two Hundred Fifty-Four Thousand Three Hundred Twenty-Five Dollars and No Cents ($254,325.00).

Section 4. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 5. That this Council Bill shall have an effective date of February 19, 2025.

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

_____, 2025 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

CHANGE ORDER 1

Sheet No. 1 of 2

To Sprouls Construction, Inc.
397 W. DD Hwy
Lamar, MO 64759

Project 4th Street and Murphy Blvd Geometric Improvements

You are hereby directed to make the following changes from the contract. Job No._____

❖❖❖

5. Settlement for Cost of the above Change to be made at Contract Unit Price Except as Noted:

1. CONTRACT AMOUNT		$1,737,743.00	The Terms of Settlement outlined above are hereby agreed to.
2. OVERRUN THIS ORDER	$	$254,325.00	CONTRACTOR Sprouls Construction, Inc.
3. OVERRUN PREVIOUS	$	$0.00	
4. TOTAL OVERRUN TO DATE	$	$254,325.00	by :_____ _____ Date
5. TOTAL		$1,992,068.00	
PERCENTAGE OF ORIGINAL CONTRACT		14.64%	

Emergency Provisions of Change Order Policy Used YES □ NO X Date approved _____

Reason for Emergency and description of work approved _____

_____	_____	_____	_____
SUBMITTED ENGINEER	DATE	*APPROVAL DIRECTOR OF FINANCE	DATE
_____	_____	_____	_____
APPROVAL PROJECT MANAGER	DATE	*APPROVAL CITY MANAGER	DATE
_____	_____		
APPROVALSUPERVISOR/ ENGINEERING REVIEWER	DATE	*When applicable.	
_____	_____		
APPROVAL OF DEPARTMENT HEAD	DATE		

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2025-108 – Issuance of Purchase Order to Fabick Cat for purchase of a 2025 Weiler Model: G65 compact motor grader.

MEETING DATE
February 3rd, 2025

ORIGINATING DEPARTMENT
Public Works - Operations

ATTACHMENTS
CB2025-108, Ordinance, Sales Quotation from Fabick Cat (Sourcewell Weiler Contract #060122-WLR)

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 Fabick Cat (Sourcewell Weiler Contract #060122-WLR) in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader.

BACKGROUND
Each year city departments identify vehicles and equipment that need 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 1998 Fiatallis Compact Motor Grader (equipment #1502). To obtain the best pricing and ensure timely delivery, Department staff used the government Sourcewell Weiler Contract #060122-WLR with Fabick Cat to find and purchase a suitable replacement for the compact motor grader. The 2025 Weiler Model: G65 meets city specifications and mirrors existing equipment. The purchase price of this compact motor grader 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 2025-108 on 1st reading.



Proposal

QUOTE NUMBER |220078-01
Dec 05, 2024

WEILER G65

PREPARED FOR
CITY OF JOPLIN
FINANCE DEPARTMENT

FABICK CAT

Dec 05, 2024

CITY OF JOPLIN FINANCE DEPARTMENT
602 S MAIN ST
JOPLIN, MISSOURI, 64801-2316

Dear Scott Buffer,

We are pleased to offer you the following proposal for your consideration.

One (1) Weiler Model: G65 with all standard equipment in addition to the specifications listed below:

Thank you for your interest in Fabick Cat and Caterpillar products. Please know that we sincerely appreciate your consideration and look forward to answering any questions you may have moving forward. Feel free to contact me directly at any time.

Sincerely,

Mike Cantrell
Machine Sales Representative
Fabick Cat
mike.cantrell@fabickcat.com
(417) 434-0202

This quotation is valid for 30 days, after which time we reserve the right to re-quote.

One (1) Weiler Model: G65 with all standard equipment in addition to the specifications listed below:

MACHINE CONFIGURATION

ST 5 GRADER W/ CAB, CLOTH SEAT & AC	G65-101
CAT 3.6 ST 5, 120 HP ENGINE	
AM/FM BLUETOOTH RADIO	
OUTSIDE MIRRORS	
2 FRONT HEADLIGHTS, 2 GOOSENECK MOUNTED LED WORK LIGHTS	
TURN AND BRAKE LIGHTS	
DIRECT LINKAGE VALVE CONTROL W/ FLOAT	
10' MOLDBOARD	
HYDRAULIC MOLDBOARD PITCH	
US, CANADA ENGLISH LANGUAGE & DECALS	G65-601
CAT STYLE BLADE CONTROLS	G65-103
LED STROBE LIGHT	G65-110
PREMIUM LED WORK LIGHTS	G65-116
SCARIFIER	G65-335
CAT C3.6 BLOCK HEATER	G65-407

PRICING INFORMATION

PRICE AS EQUIPPED	$210,780.00
SUB TOTAL	**$210,780.00**
SALES TAX (0%)	$0.00
BALANCE DUE	**$210,780.00**

EQUIPMENT PROTECTION PLAN

Standard Warranty:	Standard Manufacturer's Warranty For new machines and work tools/attachments the warranty period is 12-months, starting from date of delivery to the first user.

ESTIMATED DELIVERY

To be confirmed at date of order acceptance by Fabick Cat.

OPTIONAL ATTACHMENTS AND EXTENDED WARRANTY:

DOZER BLADE - $8,120

24 MONTH OR 2000 HOURS – POWERTRAIN + HYDRAULICS + ELEC = $5,500
36 MONTH OR 3000 HOURS – POWERTRAIN + HYDRAULICS + ELEC = $11,680

SOURCEWELL PURCHASING AGREEMENT
City of Joplin - Sourcewell Member ID# 33590
Weiler Contract # 060122-WLR

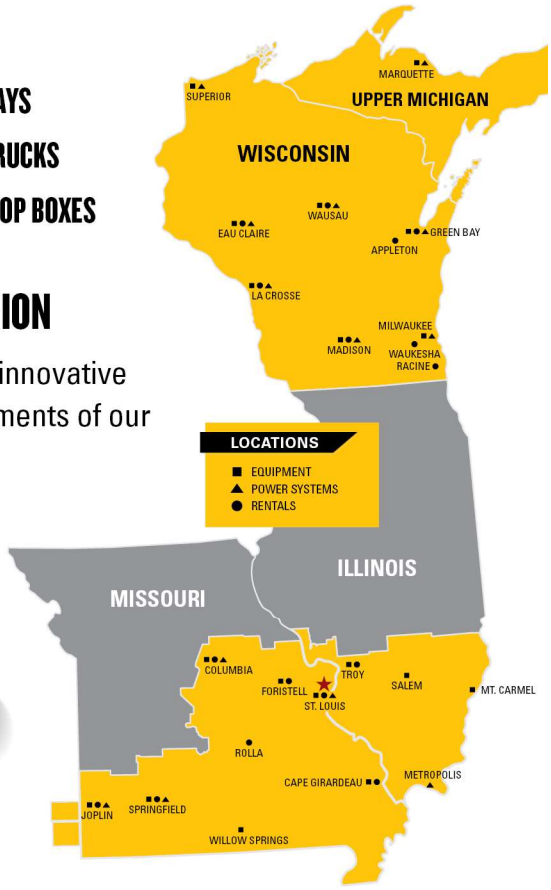
FABICK CAT

WHY CHOOSE FABICK CAT?

Fabick Cat is the Cat© dealer throughout major portions of Missouri, Illinois, the entire state of Wisconsin and the Upper Peninsula of Michigan. We are proud to serve the hard-working men and women that improve the quality of life in our community. From Cat machines that help maintain our infrastructure and support our farmers, to aerial lifts and emergency power generation, Fabick Cat supplies essential products that help make progress possible.

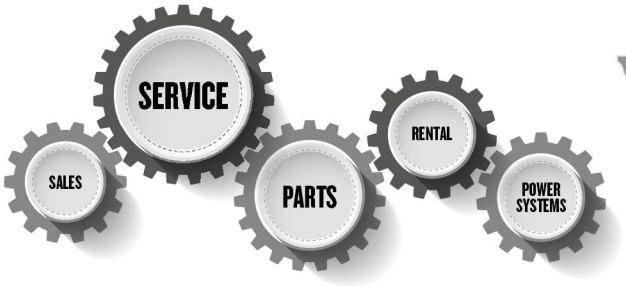
THROUGHOUT OUR TERRITORY

- 34 LOCATIONS
- 1,200 + EMPLOYEES
- 550 SERVICE TECHNICIANS
- 200 SERVICE BAYS
- 200 SERVICE TRUCKS
- 100 + PARTS DROP BOXES



SERVING THE INDUSTRIES THAT SERVE OUR REGION

With broad capabilities and advanced integration of innovative technology, we are able to serve the diverse requirements of our customers through:



SOLID FOUNDATIONS SINCE 1917

Over a century ago, our founder John Fabick Sr., set out to build the greatest service organization of its kind. He adopted the motto *"To Ever Serve Our Customers Better."* To this day, these words remain the foundation of our organization.

FABICK CAT IS HERE TO SUPPORT YOU & YOUR CONTINUED SUCCESS

LEARN MORE @ fabickcat.com » 800.845.9188 » contact@fabickcat.com

COUNCIL BILL NO. 2025-108 ORDINANCE NO.

AN ORDINANCE approving the issuance of a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader; and, setting a date when this ordinance shall become effective.

WHEREAS, Fabick Cat holds the Sourcewell Weiler Contract #060122-WLR for the 2025 Weiler Model: G65 compact motor grader.

WHEREAS, in the FY 2024-2025 budget process, Council approved and budgeted funds to cover the purchase of a replacement compact motor grader.

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

Section 1. That a Purchase Order to Fabick Cat in the amount of Two Hundred Ten Thousand Seven Hundred Eighty and 00/100 Dollars ($210,780.00) for the purchase of a 2025 Weiler Model: G65 compact motor grader, 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 compact motor grader.

Section 4. That upon its passage this Council Bill shall have an effective date of February 19, 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 2025-604– Police Vehicle Purchase.

MEETING DATE
February 3, 2025

ORIGINATING DEPT
Police Department

ATTACHMENTS
Council Bill 2025-604. Quote from Don Brown Chevrolet.

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 sixteen (16) Chevy Tahoe Police vehicles at a total cost of $867,360.00.

BACKGROUND
This allows for the purchase of 16 police vehicles that were approved by budget amendment in Ordinance 2024-520 on December 16, 2024.

FUNDING SOURCE
These payments are included in the amended FY 2024-25 Police Budget.

RECOMMENDATION
Staff recommends adoption of this Council Bill after first reading.

DON BROWN CHEVROLET

2244 S. KINGSHIGHWAY BLVD
ST. LOUIS, MO 63110
314-772-1400

Representative: Jeremy Kennedy

Client: City of Joplin
Attn: William Davis
Address: 303 E. 3rd St.
Joplin, MO 64801
Phone: 417-623-3131
Email: wdavis@joplinmo.org

Date: 1/24/2025
Customer's PO:

QUOTE

All quotes are good for 14 days.

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	Contract # CC240138005		
16	2025 Chevrolet Tahoe 4WD PPV - Black in Color	$ 53,386.00	$ 854,176.00
16	Option 6E2 - Keyed Alike	$ 25.00	$ 400.00
16	Option PQA Safety Package	$ 799.00	$ 12,784.00
			$ 867,360.00
		Grand Total	$ 867,360.00

All quotes are good for 14 days. Cost of goods can change from one month to the next. After 14 days prices are subject to change.

Initial

Signature and Date

Client Signature	Date
Representatives Signature	Date

By signing this agreement, I authorize Don Brown Chevrolet to order equipment and charge for the agreed quotation or invoice amount.

COUNCIL BILL NO. 2025-604 ORDINANCE NO.

AN ORDINANCE Authorizing the City of Joplin to issue a purchase order to Don Brown Chevrolet in the amount of Eight Hundred and Sixty-Seven Thousand Three Hundred Sixty Dollars and No Cents ($867,360.00) for the purchase of sixteen (16) 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 Council Bill 2024-520, the Council approved and budgeted funds to cover the purchase of replacement Chevy Tahoe Police Vehicles by amending the Annual Budget of the City of Joplin for the Fiscal Year 2024-2025 on December 16, 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 sixteen (16) Chevy Tahoe Police Vehicles, be and the same is, hereby approved.

Section 2. That this ordinance shall become effective on February 17, 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 2025-509 – 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