JOPLIN CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, MARCH 16, 2026
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. Proposition Police And Fire Presentation

      Documents:

      PROP POLICE FIRE HANDOUTS V10.PDF
4. **Finalization Of Consent Agenda**
5. **Reports And Communications**
   1. News From The Public Information Office
6. **Citizen Requests And Petitions**
   1. Amanda Bearden
   2. Mary Price
   3. David Lewis
7. **Public Hearings**
8. **Consent Agenda**
   1. Minutes Of The March 2, 2026, City Council Meeting

      Documents:

      MARCH 2, 2026 MINUTES.PDF
   2. COUNCIL BILL NO. 2026-259

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in C-2 (Central Business) property as described below and generally known as 1721 S Joplin Avenue, Jasper County, Missouri.

Documents:

CB2026-259.PDF

3. COUNCIL BILL NO. 2026-504

AN ORDINANCE 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 said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective.

Documents:

CB2026-504.PDF

4. COUNCIL BILL NO. 2026-505

AN ORDINANCE approving a Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective.

Documents:

CB2026-505.PDF

5. COUNCIL BILL NO. 2026-506

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at East Furnace Street – West of St Louis, totaling approximately 5,525 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2026-506.PDF

6. COUNCIL BILL NO. 2026-507

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at North Street – West of St Louis, totaling approximately 7,225 square feet of land; and authorizing the City Manager

to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective.

Documents:

CB2026-507.PDF

9. **Resolutions**

10. **Ordinances - Emergency**

1. COUNCIL BILL NO. 2026-120

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilly for the Design and Bidding Phase services for the Restroom Expansion and Renovation Terminal Standards Update - Phase 1A at the Joplin Regional Airport in the not to exceed amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-One and 40/100 Dollars ($234,651.40) 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 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an emergency clause.

Documents:

CB2026-120 DESIGN AND BIDDING SERVICES PHASE 1A TERMINAL STANDARDS UPDATE - CMT (EMERGENCY) SUMMARY.PDF
CB2026-120 DESIGN AND BIDDING SERVICES PHASE 1A TERMINAL STANDARDS UPD - CMT (EMERGENCY) ORDINANCE.PDF
CB2026-120 DESIGN AND BIGGING SERV PHASE 1A JLN TERM EXP RENO PH 1A PROPOSAL 2026 02 11.PDF

11. **Ordinances - First Reading**

1. COUNCIL BILL NO. 2026-112

AN ORDINANCE approving the City of Joplin to enter into an agreement with KCI Construction Company in the amount of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars ($122,290.00) for construction of the Newman Road Bridge Deck Repairs project 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 the Ordinance shall become effective.

Documents:

CB2026-112 NEWMAN RD BRIDGE DECK REPAIR (KCI CONST) SUMMARY.PDF
CB2026-112 NEWMAN RD BRIDGE DECK REPAIR (KCI CONST) ORDINANCE.PDF
CB2026-112 NEWMAN RD BRIDGE DECK REPAIR (KCI CONST) AGREEMENT.PDF
CB2026-112 NEWMAN RD BRIDGE DECK REPAIR (KCI CONST) PROJECT LOCATION MAP.PDF
CB2026-112 NEWMAN RD BRIDGE DECK REPAIR (KCI CONST) BID_SUMMARY.PDF

2. COUNCIL BILL NO. 2026-115

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for Professional Engineering Consulting Services in the not to exceed amount of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) for the Shoal Creek Wastewater Treatment Plant Final Clarifier Addition 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:

CB2026-115 SHOAL CREEK WWTP FINAL CLARIFIER ADDN (ALLGEIER) SUMMARY (2).PDF
CB2026-115 SHOAL CREEK WWTP FINAL CLARIFIER ADDN (ALLGEIER) ORDINANCE (1).PDF
CB2026-115 SHOAL CREEK WWTP FINAL CLARIFIER ADDN (ALLGEIER) WA AMA-OC 26-005 (1).PDF

3. COUNCIL BILL NO. 2026-116

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00) for the Wastewater Treatment Plants Electrical Upgrades 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:

CB2026-116 WASTEWATER TREATMENT PLANT ELECTRICAL UPG SUMMARY.PDF
CB2026-116 WASTEWATER TREATMENT PLANT ELECTRICAL UPG ORDINANCE.PDF
CB2026-116 WASTEWATER TREATMENT PLANT ELECTRICAL UPG WA AMA OC 26-003.PDF

4. COUNCIL BILL NO. 2026-117

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00) for the Wastewater Treatment Plants Lime Silo and Digester Roof Rehabilitation Project 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:

CB2026-117 WWTP LIME SILO AND DIGESTER ROOF REHAB SUMMARY.PDF
CB2026-117 WWTP LIME SILO AND DIGESTER ROOF REHAB ORDINANCE.PDF

CB2026-117 LIME SILO AND DIGESTER ROOF REHAB WA AMA OC 26-004.PDF
CB2026-117 - LIME SILO AND DIGESTER ROOF REHAB EXHIBIT PHOTOS.PDF

5. COUNCIL BILL NO. 2026-508

AN ORDINANCE approving an agreement for banking and depository services by and between Commerce Bank and the City of Joplin, Missouri, for Commerce Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and setting a date when this Ordinance shall become effective.

Documents:

CB 2026-508 SUMMARY BANKING DEPOSITORY SERVICES AGREEMENT.PDF
CB 2026-508 ORDINANCE BANKING DEPOSITORY SERVICES AGREEMENT.PDF
CB 2026-508 EXHIBIT A BANKING SERVICES AGREEMENT 2026.PDF
CB 2026-508 ATTACHMENT D DEPOSITORY SECURITY AGREEMENT 2026.PDF
CB 2026-508 ATTACHMENT B COMMERCE BANK BID RESPONSE.PDF
CB 2026-508 CITY OF JOPLIN ORIGINAL BANK RFP 2026.PDF

6. COUNCIL BILL NO. 2026-606

AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty and liability coverage for the City of Joplin; authorizing the City Manager to execute said agreement; and setting a date when this Ordinance shall become effective.

Documents:

CB 2026-606 SUMMARY PROPERTY AND CASUALTY LIABILITY INSURANCE RENEWAL AGREEMENT.PDF
CB 2026-606 EXHIBIT A SUMMARY OF COSTS PREMIUMS.PDF
CB 2026-606 EXHIBIT B 26-27 MULTI LINES PROPOSAL - JOPLIN.PDF
CB 2026-606 ORDINANCE PROPERTY, CASUALTY AND LIABILITY INSURANCE RENEWAL AGREEMENT.PDF

12. Ordinances - Second Reading And Third Reading

13. Unfinished Business

14. New Business

1. Certification Of Results For Referendum Petition No. 2026-001-R (Annexation)

Petition to Repeal Ordinance No. 2026-041 (Annexation)

Documents:

CERTIFICATE OF INSUFFICIENCY OF PETITION - 2026-001 - R

(ANNEXATION)..PDF

2. Certification Of Results For Referendum Petition No. 2026-002-R (Rezoning)

   Petition to Repeal Ordinance No. 2026-042 (Rezoning)

   Documents:

   CERTIFICATE OF INSUFFICIENCY OF PETITION - 2026-002- R (REZONING)..PDF

3. Vote To Go Into Closed Session, Which Shall Pertain To Legal Action, Causes Of Action, Or Litigation Including A Public Governmental Body And Any Confidential Or Privileged Communications Between A Governmental Body Or Its Representatives And Its Attorneys Pursuant To State Law, As Set Forth In Section 610.021 (1) RSMo, As Amended, 2020. This Meeting, Record, And Vote To Be Closed. Council Shall Adjourn At The End Of The Session.

Notice posted at 12 p.m. on this the 12th day of March, 2026. (RSMo 610.020)



Proposition Police & Fire

A no-tax-increase permanent funding source for Joplin Police and Fire.

What is being proposed?

- Proposition Police & Fire is for a **½-cent Public Safety Sales Tax**, replacing the current ½-cent "Prop B" Pension Sales Tax, resulting in **no tax increase** to citizens and visitors to our community.
- Earmarked for **Police, Fire, and Dispatch only**.
- Without a sunset because it will be used for:
  - **Staffing**
  - **Pay & benefits**
  - **Capital expenditures** (facilities, vehicles & equipment)
- Secures funding to improve critical public safety services **for today and future generations**.
- The continuation of the ½-cent tax rate **will take effect in 2027** only after the current "Prop B" tax obligations have been met and expired.

A "No" vote will cause the current tax to expire without replacement:

✗ Expiration of the current tax will leave no dedicated funding for competitive pay or additional public safety personnel. It will also reduce the City's ability to fund capital improvements for facilities, vehicles and equipment for Police and Fire.

A "Yes" vote allows for:

Improved Public Safety Staffing:

✓ 9 Additional Police Officer positions, to put more officers in neighborhoods and reduce response times.

✓ 6 Additional Fire Fighters.

Improved Pay for Better Market Competitiveness:

✓ $2m in pay adjustments for Police.

✓ $2m in pay adjustments for Fire.

✓ All pay adjustments guaranteed through Collective Bargaining Contracts.

Improved Facilities:

✓ Replacement of Fire Station 3.

✓ Modernization of Police Firing Range.

✓ Improvements to the Public Safety Training Center.

Better Equipment

✓ Adds funding for Police vehicles and other Police equipment.

✓ Replaces Fire Ladder Truck 1.

✓ Replaces Fire Rescue Truck 5.

PAID FOR BY: City of Joplin
City Manager Nick Edwards
602 S. Main St. Joplin, MO 64801
joplinmo.org

Proposition Police & Fire
Vote April 7, 2026

JOPLIN MISSOURI

Joplin Police Department:

Key Facts (2025):

79,532 calls for service
Narcotics and DWI cases combined **rose 19%** over 2024.
477 unfilled patrol shifts
35 officers resigned or retired since 1/1/2024.

Operational Impacts:

- Extra shiftwork leads to officer burnout and leaving the agency - often for work at other Police agencies.
- The Patrol Bureau has uncovered shifts daily, leaving Patrol Beats unassigned.
- Full authorized strength of 43 Beat Officers, but current Beat Officers is 28 (as of Jan. 27, 2026).
- Police Firing Range in critical need of repair and updates for safety purposes.

Priority Needs:

- Critical need to address competitive pay to help retain quality, veteran employees.
- Need additional officers to relieve call volume for patrol officers and provide more opportunity for proactive crime prevention.
- Need to maintain quality equipment to help officers better protect the community.
- Continuous officer training on legal updates, safety, and de-escalation techniques.

Joplin Fire Department:

Key Facts (2025):

9,980 calls for service
Calls increasing **4–7%** annually
30,576 overtime hours
Avg. **3.5 extra shifts** per day
1,274 Overtime shifts
244 Forced overtime shifts

Operational Impacts:

- Business fire inspections have been discontinued due to understaffing.
- Increased firefighter fatigue, injuries, and sick leave.
- Aging facilities and apparatus under growing demand. Replacement of Fire Station 3 is needed. It was constructed in 1980 and no longer meets modern safety or operational standards.

Priority Needs:

- Critical need to address competitive pay to help retain quality, veteran employees.
- Need facility improvements, such as replacing the deteriorating Fire Station #3.

Police & Fire Annual Starting Pay Comparison: (as of 9/1/2025)

Job Title	Joplin Starting Pay	Regional Average Starting Pay
Firefighter/EMT	$40,125	$47,849
Police Officer	$40,800	$53,043

Regional benchmark cities: Springfield, Branson, Jefferson City, Liberty and St. Joseph in Missouri, plus Bentonville and Ft. Smith in Arkansas.

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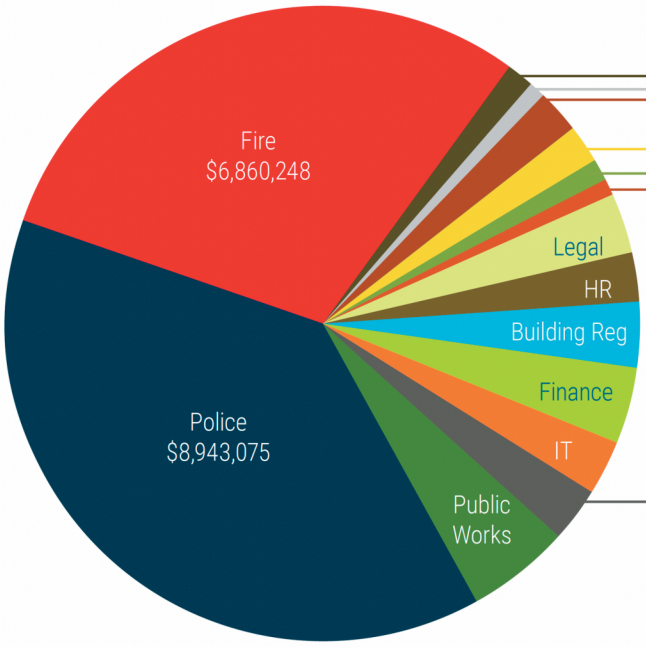
JOPLIN MISSOURI

2024 General Fund Personnel Expenditures by Department



Department	Personnel Services
Cemeteries	$340,826
Emergency Mgmt	$158,007
Neighborhood Impr	$506,820
City Council	$1,354
City Manager	$486,621
Communications	$270,938
City Clerk	$174,681
Legal Services	$706,600
Human Resources	$603,317
Building Regulations	$739,377
Finance	$934,180
IT	$595,922
Municipal Court	$704,121
Public Works	$1,164,385
Police	$8,943,075
Fire	$6,860,248
Total General Fund	$23,190,472

Public Safety departments are expensive to operate. Police and Fire have large staffs, needed to protect the City around the clock in shifts. Together, these departments spend about 2/3 of the total personnel expenditures from the City's General Fund. In the 2026 general (operating) fund budget, **the 1% sales tax (main revenue source) is budgeted to generate just over $18 million**, while the budgeted **expenditures for the police and fire departments are $19.8 million**.

Public Safety Challenges in Joplin:

The City, IAFF, and FOP have worked diligently to improve public safety services for the community. Since 2020, the City has accomplished:

- Built Fire Station 7
- Replaced 3 fire engines (total cost approximately $4.3m)
- Added 5 additional positions to the Fire Department
- Added 6 additional positions to the Police Department
- Added "Take Home" vehicles for the Police Department
- Created a Police Flex Platoon
- Created a Police Co-Responder Unit
- Police implemented a part-time bicycle patrol
- Improved wages for Police and Fire personnel

Despite these improvements, the Police and Fire Departments are **falling behind in competitive pay**, routinely **losing experienced and highly-trained leaders** to better-paying departments, and **struggling to maintain full staffing.** The proposed tax replacement would provide a dedicated funding source, allowing the City to implement pay increases as negotiated with the Police and Fire unions. Average starting pay for a Police Officer is approximately **$12,000 less** than the regional average, while the average starting pay for a Firefighter is approximately **$7,000 less** than the regional average.

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Proposition Police & Fire
Vote April 7, 2026

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Proposition Police & Fire

A no-tax-increase permanent funding source for Joplin Police and Fire.

Why? Strong public safety services are essential for the future of our community.

Both police and fire services are considered **essential public services** because their **absence or underfunding** statistically increases **deaths, injuries, crime and economic loss.**

Statistics:

- A peer-reviewed study tracking patrol locations found that a **10% decrease in police presence caused a 7% increase in crime** in affected areas. Source: *https://direct.mit.edu/rest/article/103/2/280/97658/Police-Presence-Rapid-Response-Rates-and-Crime*
- **Cities facing officer shortages** after 2020 **saw higher violent crime rates** compared to cities that maintained staffing levels, according to policing workforce studies. Source: *https://www.policechiefmagazine.org/linking-the-workforce-crisis-crime-and-response-time/*
- **Longer police response times** significantly **increase the likelihood of injury**, especially in violent and domestic incidents. Source: *https://academic.oup.com/ej/article/133/654/2147/7147570*
- Fire studies using national incident data show that **fire severity and property loss increase** steadily **when response times exceed 3–5 minutes.** Source: *https://link.springer.com/article/10.1007/s10694-019-00870-4*
- **Staffing levels** are the single **most important predictor of police response time**, more than call volume or overtime. Source: *https://www.crimrxiv.com/pub/02md8eqk/release/1*
- **Fire staffing levels** have a greater impact on **victim survivability and firefighter safety** than apparatus arrival alone. Source: *https://www.nist.gov/publications/report-residential-fireground-field-experiments*
- **Inadequate staffing increases risk** to occupants and firefighters. Source: *https://www.nfpa.org/1710*

Takeaways:

- Appropriate Police Department staffing acts as a **preventive force**, while understaffing could allow crime opportunities to expand.
- Appropriate Fire Department staffing levels are a key component to community **risk reduction** and fire suppression.

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Proposition Police & Fire
Vote April 7, 2026

JOPLIN MISSOURI

Why are Police and Fire services so essential?

Impact Area	Police Services	Fire Services
Public Safety	Investigating & working to reduce crime & violence.	Working to reduce injuries & fire deaths, improve medical emergency response.
Response Time	Striving for prompt arrests & quick delivery of aid.	Striving for early emergency response to protect lives and property.
Economic Protection	Aiming to prevent thefts & minimize damage.	Protecting billions of dollars in property through fire control and emergency mitigation.
Community Trust	Responding to crisis & maintaining order.	Responding to fire, medical, rescue, hazmat & disasters.

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Proposition Police & Fire
Vote April 7, 2026

JOPLIN MISSOURI

JOPLIN CITY COUNCIL
MARCH 2, 2026
MEETING MINUTES

CALL TO ORDER
The March 2, 2026, regular meeting of the Joplin City Council was called to order at 6:00 p.m. by Mayor Keenan Cortez.

INVOCATION was read by City Clerk, Holly Nagy

PLEDGE OF ALLEGIANCE TO THE UNITED STATES OF AMERICA was led by Joplin Interfaith Coalition.

ROLL CALL
Answering Roll Call were Council Members: Joshua Bard, Doris Carlin, Charles Copple, Keenan Cortez, Josh DeTar, Mark Farnham, Ryan Jackson, Doug Lawson and Gary Shaw. Also, in attendance were City Manager Nick Edwards and City Attorney Peter Edwards.

PRESENTATIONS

FINALIZATION OF CONSENT AGENDA

REPORTS AND COMMUNICATIONS
News from the Public Information Office
Lynn Onstot, Public Information Officer presented.

CITIZEN REQUESTS AND PETITIONS
The following residents addressed Council.
Amanda Bearden
Marla LePage
Maurice Filson

PUBLIC HEARINGS
Public Hearing Procedures were read by City Clerk Holly Nagy

PUBLIC HEARING FOR COUNCIL BILL NO. 2026-259
Mayor Cortez opened the Public Hearing

No one spoke in favor or in opposition of this item.

The Public Hearing was closed.

COUNCIL BILL NO. 2026-259
Mr. Bard introduced Council Bill No. 2026-259- AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in C-2 (Central Business) property as described below and generally known as 1721 S Joplin Avenue, Jasper County, Missouri. Motion by Mr. Bard, second by Mr. Jackson that Council Bill No. 2026-259 be approved. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

CONSENT AGENDA

Motion by Mr. DeTar, second by Mr. Lawson to approve the consent agenda. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

Minutes of the February 17, 2026, Joplin City Council Meeting

COUNCIL BILL NO. 2026-503 - AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025, to adjust appropriations; and, setting a date when this Ordinance shall become effective.
Ordinance No. 2026-043.

RESOLUTIONS

RESOLUTION NO. 2026-005

Mr. Copple introduced Resolution No. 2026-005 - A RESOLUTION recognizing Joyce Doty upon her retirement from active service as the WIC Services Coordinator in the Health Department of the City of Joplin Missouri. Motion by Mr. Copple, second by Mr. Jackson, to approve Resolution No. 2026-005. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

ORIDNANCES – EMERGENCY

COUNCIL BILL NO. 2026-604

Mr. Lawson introduced Council Bill No. 2026-604 - AN ORDINANCE approving a Contract for grant money by and between the City of Joplin, Missouri and the Missouri Department of Transportation dealing generally with the Full Time DWI Unit, DWI Enforcement, and Hazardous Moving Violations Enforcement in the amount of Two Hundred Forty-Two Thousand, Five Hundred and Forty Dollars ($242,540); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause. Motion by Mr. Lawson, second by Mr. Bard that Council Bill No. 2026-604 be passed on an emergency basis. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.
Ordinance No. 2026-044.

ORDINANCES – FIRST READING

COUNCIL BILL NO. 2026-504

Mr. DeTar introduced Council Bill No. 2026-504 - AN ORDINANCE 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 said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Jackson that Council Bill No. 2026-504 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9. The Bill was read as Council Bill No. 2026-504.

COUNCIL BILL NO. 2026-505

Mr. Bard introduced Council Bill No. 2026-505 - AN ORDINANCE approving a Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective. Motion by Mr. Bard, second by Mr. Jackson, that Council Bill No. 2026-505 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9. The Bill was read as Council Bill No. 2026-505.

COUNCIL BILL NO. 2026-506

Mr. DeTar introduced Council Bill No. 2026-506 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at East Furnace Street – West of St Louis, totaling approximately 5,525 square feet of land; and authorizing the City Manager to execute the same by and on behalf of the City of Joplin; and setting a date when this Ordinance shall become effective. Motion by Mr. DeTar, second by Mr. Lawson, that Council Bill No. 2026-506 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9. The Bill was read as Council Bill No. 2026-506.

COUNCIL BILL NO. 2026-507

Mr. Jackson introduced Council Bill No. 2026-507 - AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at North Street – West of St Louis, totaling approximately 7,225 square feet of land; and authorizing the City Manager 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. 2026-507 be passed on the first reading and advanced to second and third. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.
The Bill was read as Council Bill No. 2026-507.

SECOND AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Chris Hammer addressed Council at this time.

Approval of Boards and Commissions Appointments

New Appointments:
Airport Board: Michelle Steverson
Capital Improvement Public Safety: Jon Thomas Buck
Capital Improvement Public Safety: Bobbie Sapp
Joplin Historical & Mineral Museum: Diane Reid Adams
Library Board: Mikh Gunderman

Traffic Commission: Justin Maskus
Traffic Commission: Cindy McDonald

Motion by Mr. Jackson, second by Mr. Bard to approve the new appointments. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

Reappointments:
Capital Improvement & Public Safety Committee: Nathan Mordica
Capital Improvement & Public Safety Committee: Jamie Booker-Norman
City Tree Board: Harvey Hutchinson
City Tree Board: Matthew Livingston
Historic Preservation Commission: Kate DeTar
Historic Preservation Commission: William Mountz
Historic Preservation Commission: Greg Huff
Joplin Historical & Mineral Museum: Leecia Bloss
TIF: Mike McGavran
TIF: Russ Alcorn

Motion by Mr. DeTar, second by Mr. Bard to approve the reappointments. Voting in favor were Council Members: Bard, Carlin, Copple, Cortez, DeTar, Farnham, Jackson, Lawson and Shaw. 9.

The meeting was adjourned at 7:01 p.m.

Respectfully,

Holly Nagy
City Clerk

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
2026-259 – Rezoning

MEETING DATE:
March 2, 2026

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 008-26: 1721 S Joplin Ave – Rezoning – A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business) – Ahmed Ibrihim

BACKGROUND:

The owner wishes to sell the property, so that the new buyer may convert the existing structure into a duplex. Duplexes are permitted in C-2 through a Special Use Permit. This request will come before the Planning and Zoning Commission and City Council at a later date.
The zoning change will not negatively impact surrounding property. The requested zoning district is downzoning, which will permit less-intensive uses. The C-2 district is ideal for urban, commercial and mixed-uses. As mentioned, the subject property, and other properties on the block, have been constructed in a pattern of development consistent with the site design standards for the C-2 district (built to property line).
The size of the property, the improvements to existing infrastructure/ROW, the pattern of development of the subject property and surrounding property, and the adjacent uses and zoning districts do not make this property suitable for Heavy Industrial Development. Heavy Industrial is identified as a "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."
The 2012 City of Joplin Comprehensive Plan designates this property as Industrial on the future land use map. However, this is between Retail Commercial (Main Street) and Low Density Residential (West of Joplin Ave). This block of South Joplin Avenue is immediately adjacent to the South Main Corridor, in which the City adopted development strategies for mixed-use

development (commercial and residential). This corridor is identified in the Comprehensive Plan. Heavy Industrial does not fit into this pattern of development and with the strategies identified in the Comprehensive Plan, which emphasizes walkable, pedestrian oriented developments, with a mix of live/work.
The Intent of the C-2 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The C-2 district provides a broad range of retail, entertainment and civic uses, and supporting accessory office, service, and residential uses, in a compact, walkable, and high-intensity urban format. This district preserves the downtown area as the civic, social and business center of Joplin with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale uses that contribute to a vibrant street life." As stated under the character of the neighborhood section, this block has been developed in a pattern consistent with the intent of this section. The buildings on the block are built to property, consistent with the design and setback requirements of the C-2 district, and the existing uses in proximity to the subject property are consistent with those described in the intent of the C-2 District.
The character of the neighborhood is commercial. The only use on the block that is an allowable industrial use is indoor storage and warehousing, personal, which is also permitted by right in C-3, and allowed through a special use permit in C-2. The block was developed as a compact, walkable, high-intensity urban format. The block is part of the original street grid and has access to alleys and connecting sidewalks.

PLANNING & ZONING COMMISSION TESTIMONY:

Mr. Bellairs explained that the rezoning is going from M-2 (Heavy Industrial) to C-2 (Central Business District) for properties that are mixed use and built out to the lot line. Staff recommended C-2. Mr. Bellairs noted that there was a typo on the letters who went out to property owners that inadvertently listed the rezoning case going from C-2 to M-2. There were no responses pertaining to this typo and since the rezoning is going from a higher use to a more restrictive use it was determined to proceed with rezoning case.
Mr. Ahmed Ibrahim represented the case.
Dr. Rosenberg asked if there was parking.
Mr. Bellairs explained that there would be parking.
Dr. Rosenberg asked how this is not spot zoning.
Mr. Bellairs explained that many properties on the block or currently legally non-conforming uses, and that the existing character of the neighborhood and of the block is consistent with the intent and design standards of the C-2 District.
Ms. Warren asked if the properties will be rentals and not short-term rentals.
Mr. Ibrahim explained that they will be rentals, not BnBs.
Mr. Bellairs explained that Mr. Ibrahim is the seller, and that the buyer will be the developer of this property.
Ms. Harrington stated that is does seem to be spot zoning.
Mr. Bellairs reiterated his comment about the existing character and conditions.
Mr. Kimble asked if there is anyone else who would like to speak in favor of the case.
Mr. Kimble asked if there is anyone who would like to speak in opposition to the case.

PUBLIC COMMENT;

There was none.

RECOMMENDATIONS:
Staff recommends approving Council Bill 2026-259
Planning & Zoning Commission recommends approving Case 008-26 (5 in Favor, 2 Opposed, 0 Absent)

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

Z&P Meeting: February 9, 2026
City Council Meeting: March 2, 2026

JOPLIN
PLANNING, DEVELOPMENT, & NEIGHBORHOOD SERVICES

STAFF PLANNING REPORT
Rezoning

CASE 008-26 A request to rezone from District M-2 (Heavy Industrial) to District C-2 (Central Business)

LOCATION Property located at 1721 S Joplin Ave

APPLICANT Ahmed Ibrahim

EXISTING CONDITIONS

Zoning	Land Use	Property Size
M-2	Vacant Building	Approximately 6,000 square feet

SITE CONTEXT

	North	East	South	West
Existing Zoning	M-2	C-2/M-2	M-2	R-3
Land Use	Warehouse	Retail/Vacant Commercial Tenant Space/Office	Parking Lot/Service/Retail	Single-Family Homes

FUTURE LAND USE

The 2012 City of Joplin Comprehensive Plan designates this property as Industrial.

TRANSPORTATION

Streets with access	Classification	Right-of-way width
S Joplin Ave	Arterial	60′

UTILITIES

City Utilities are in place.

FLOOD PLAIN

The property is not located within the flood plain.

STAFF ANALYSIS

CHARACTER OF THE NEIGHBORHOOD

The character of the neighborhood is commercial. The only use on the block that is an allowable industrial use is indoor storage and warehousing, personal, which is also permitted by right in C-3, and allowed through a special use permit in C-2. The block was developed as a compact, walkable, high-intensity urban format. The block is part of the original street grid and has access to alleys and connecting sidewalks.

THE EXTENT TO WHICH THE REZONING REQUEST MEETS THE INTENT OF THE REGULATIONS

The Intent of the C-2 District, under Article 4, Table 4-01 of the Joplin Development Code, states "The C-2 district provides a broad range of retail, entertainment and civic uses, and supporting accessory office, service, and residential uses, in a compact, walkable, and high-intensity urban format. This district preserves the downtown area as the civic, social and business center of Joplin with a high level of civic design, walkable urban patterns, and a concentration of diverse, small-scale uses that contribute to a vibrant street life." As stated under the character of the neighborhood section, this block has been developed in a pattern consistent with the intent of this section. The buildings on the block are built to property, consistent with the design and setback requirements of the C-2 district, and the existing uses in proximity to the subject property are consistent with those described in the intent of the C-2 District.

CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?

The 2012 City of Joplin Comprehensive Plan designates this property as Industrial on the future land use map. However, this is between Retail Commercial (Main Street) and Low Density Residential (West of Joplin Ave). This block of South Joplin Avenue is immediately adjacent to the South Main Corridor, in which the City adopted development strategies for mixed-use development (commercial and residential). This corridor is identified in the Comprehensive Plan. Heavy Industrial does not fit into this pattern of development and with the strategies identified in the Comprehensive Plan, which emphasizes walkable, pedestrian oriented developments, with a mix of live/work.

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

The size of the property, the improvements to existing infrastructure/ROW, the pattern of development of the subject property and surrounding property, and the adjacent uses and zoning districts do not make this property suitable for Heavy Industrial Development. Heavy

Industrial is identified as a "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."

THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY

The zoning change will not negatively impact surrounding property. The requested zoning district is downzoning, which will permit less-intensive uses. The C-2 district is ideal for urban, commercial and mixed-uses. As mentioned, the subject property, and other properties on the block, have been constructed in a pattern of development consistent with the site design standards for the C-2 district (built to property line).

DISCUSSION

The owner wishes to sell the property, so that the new buyer may convert the existing structure into a duplex. Duplexes are permitted in C-2 through a Special Use Permit. This request will come before the Planning and Zoning Commission and City Council at a later date.

Staff recommends approval of Case 008-26.

ENCLOSURES

- Map of property
- Application

CASE 008-26 REZONING

Mr. Bellairs explained that the rezoning is going from M-2 (Heavy Industrial) to C-2 (Central Business District) for properties that are mixed use and built out to the lot line. Staff recommended C-2. Mr. Bellairs noted that there was a typo on the letters who went out to property owners that inadvertently listed the rezoning case going from C-2 to M-2. There were no responses pertaining to this typo and since the rezoning is going from a higher use to a more restrictive use it was determined to proceed with rezoning case.

Mr. Kimble asked the applicant to step forward and state their name for the record.

Ahmed Ibrahim, 318 Foxfire Ct, asked to rezone to C-2 district.

Mr. Bellairs interjected that the applicant is selling the property and the buyer is wishing to convert the property into a two-unit residential use.

Dr. Rosenberg ask is there was parking.

Mr. Bellairs explained that parking is available.

Dr. Rosenberg asked how this rezoning is not spot zoning.

Mr. Bellairs explained that many properties on the block or currently legally non-conforming uses, and that the existing character of the neighborhood and of the block is consistent with the intent and design standards of the C-2 District.

Ms. Warren asked if the properties will be rentals and not short-term AirBnB.

Mr. Ibrahim explained that yes indeed they will be rentals. No short-term BnB.

Mr. Bellairs explained that Mr. Ibrahim is the seller.

Ms. Harrington further asked about BnB usage.

Mr. Bellairs explained that Mr. Ibrahim is the seller, and that the buyer will be the developer of this property.

Ms. Harrington stated that is does seem to be spot zoning.

Mr. Bellairs reiterated his comment about the existing character and conditions.

Mr. Kimble asked if there is anyone else who would like to speak in favor of the case.

Mr. Kimble asked if there is anyone who would like to speak in opposition to the case.

MS. KLUE-MICHAEL MADE A MOTION TO APPROVE CASE 0 08-26. THIS MOTION WAS SECONDED BY MR. SPRUCE MOTION CARRIED. (5 IN FAVOR, 2 IN OPPOSITION, 0 ABSENT) .

Rezoning Application

Closing Jan 30

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.: 008-26
Filing Fee: $625.00
Received: 11/9/26
Date Advertised:
Proj. No.: 26-02
Public Hearing Date: Feb 9, 2026

Applicant: Ahmed magdy saeed Ibrahim Phone No.: (949) 444-44-04
Address: ~~1721 south Joplin Ave~~ 318 Fox Fire court Email: angelanat1f4@Gmail.com
Owner: Ahmed magdy saeed Ibrahim Phone No.:
Address: 318 Fox Fire court Email:
Location of Property: 1721 south Joplin Ave
Present Use of Property: Storage
Proposed Use of Property: duplix
Current Zoning: M2 Requested Zoning: C-2

Surrounding Land Use and Zoning:

	Land Use	Zoning
North	~~M-2~~ Storage	M2
South	~~M-2~~ parking Lot	M2
East	Mixed use	C2
West	house	R3

Character of the Neighborhood: Commercial & Residential

☒ ☐ Are drainage and utility easements adequately sized and provided?

Additional Platting Comments: _____

_____

_____

Unique Characteristic of Property and/or Additional Comment:

Existing building - Converting into living units. Fire separation/fire codes will be met & reviewed with the permit. No changes to access/driveways.

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

Yes	No	
☒	☐	Completed and signed application.
☒	☐	One copy of a legal description of the property proposed to be rezoned from a deed or certified survey. Must be legible.
☒	☐	One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may affect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
☒	☐	Owner Affidavit and Agent Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned.

Applications that are incomplete or missing required documents will not be processed or scheduled on an agenda to the Planning & Zoning Commission until corrected and resubmitted.

Signature: Ahmed Ibrahim **Date:** 11/09/26

Recorded in Jasper County, Missouri

Recording Date/Time: 03/06/2024 at 01:15:39 PM

Book: 2710 Page: 106

Instr #: **2024002736**
Type: **WD**
Pages: **2**
Fee: **$27.00 S**

Electronically Recorded

RECORDER OF DEEDS SEAL JASPER COUNTY, MO

Charlotte Pickering
Recorder of Deeds

Warranty Deed by LLC

KNOW ALL MEN BY THESE PRESENTS:

This the 5 day of March 2024, That **Stokes Property LLC**, as **Grantor**, in consideration of TEN & 00/100 DOLLARS, to it paid by **Ahmed Air BNB LLC**, as **Grantee**, mailing address of said first named Grantee is:

318 Foxfire Ct. Joplin, MO 64801,

the receipt whereof is hereby acknowledged, and by virtue and pursuance of a resolution of the members of said Grantor, does by these presents, GRANT, BARGAIN, SELL, CONVEY AND CONFIRM unto the said Grantee, their heirs and assigns, the following described lots, tracts, or parcels of land, lying, being and situate in the County of Jasper and State of Missouri to wit:

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining unto the said Grantee(s), and unto their heirs and assigns forever. The said Grantor hereby covenanting that it has authority to sign this Deed on behalf of the LLC and therefore bind the Company under Article IV Section 4.12 (f) of the Operating Agreement, that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of encumbrance done or suffered by it or those under whom it claims; and that it will Warrant and Defend the title to the said premises unto the said Grantee and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

Case 008-26: Rezoning



1721 S Joplin Ave – Rezoning – A request to rezone from M-2 (Heavy Industrial) to District C-2 (Central Business) – Ahmed Ibrahim

0 55 110 220 330 440 Feet

P & Z Case 008-26
Ahmed Ibrahim
(P & Z Recommended to Approve)

COUNCIL BILL NO. 2026-259 ORDINANCE NO.

AN ORDINANCE amending Ordinance No. 2022-119, passed by the Council of the City of Joplin, Missouri, August 1, 2022, by removing from District M-2 (Heavy Industrial) and include in C-2 (Central Business) property as described below and generally known as 1721 S Joplin Avenue, 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. 2022-119 is hereby amended by removing from District M-2 (Heavy Industrial) the following described property and including in District C-2 (Central Business).

ALL OF LOT NUMBERED FIFTY-THREE (53) IN MITCHELL'S FIRST ADDITION TO THE CITY OF JOPLIN, JASPER COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

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.

Section 3. This Council Bill shall become effective in 20 days.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of_____, 2026, by a vote of _____.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-504 – Approving a Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC

MEETING DATE
March 2, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-504 Ordinance; Exhibit "A" Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement 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 Cooperative Agreement among the City of Joplin, Missouri, the Joplin Sports Facility Community Improvement District, and Prospect Village, LLC, for the construction of the sports complex as a part of the Prospect Village redevelopment project.

BACKGROUND
On February 3, 2025, the City Council adopted Ordinance No. 2025-018 approving a tax increment financing plan for the Prospect Village redevelopment project. The 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 public park, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet, and approximately 375 multifamily housing units along with 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 redevelopment project. The Sports Facility CID was created by Ordinance No. 2025-017 on February 3, 2025 and has imposed a CID sales tax to fund the construction of the public indoor sports complex and outdoor fields. The second CID, the Woodsonia Marketplace CID, was created by Ordinance No. 2025-170 on November 17, 2025 and has imposed a CID sales tax to fund public improvements and other site improvements necessary for the overall project including property acquisition, remediation of numerous environmental conditions, mass grading of much of the property to be redeveloped, and remediation of blighting conditions.

The City, the Joplin Sports Facility CID, and the Developer are the parties to the Sports Facility CID Cooperative Agreement. The main provisions of this 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 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 Developer Agreement between the CID and the Developer. The City and CID will work with the Developer to jointly develop and approve the plans, specifications, and ultimate design of the sports complex facility.

- The Agreement provides that funding of the costs associated with the CID Project are 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.

- Upon completion of the sports complex facility, it will be owned, operated and maintained by the CID. It is anticipated that the CID will engage a professional sports facility management entity to provide for operation and maintenance of the sports complex to help ensure its long-term viability and success.

FUNDING SOURCE

Not applicable for this item.

RECOMMENDATION

Staff recommends approval of this council bill on first reading.

EXHIBIT "A"

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

Table of Contents

Page

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS 6
Section 1.1 Recitals and Exhibits 6
Section 1.2. Definitions 6
ARTICLE 2: REPRESENTATIONS 11
Section 2.1. Representations by the District 11
Section 2.2. Representations by the City 12
Section 2.3. Representations by Developer 13
ARTICLE 3: COLLECTION OF FUNDS 14
Section 3.1. Imposition of the CID Sales Tax 14
Section 3.2. Administration and Collection of the CID Sales Tax 14
Section 3.3. District Operating Costs 15
Section 3.4. Enforcement of the CID Sales Tax 15
Section 3.5. Distribution of the CID Sales Tax Revenue 15
Section 3.6 Use of Captured CID Sales Tax Revenue 15
Section 3.7. Modification of the CID Sales Tax and Termination of the District . 16
ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT 17
Section 4.1. Acquisition of Land 17
Section 4.2. Design and Construction of CID Project 17
Section 4.3. Financing the CID Project 18
Section 4.4. Certificate of Completion and CID Reimbursable Project Costs 19
Section 4.5 Ownership and Maintenance of CID Project 18
Section 4.6 New CID Projects 20
Section 4.7. District Eligible Services 20
ARTICLE 5: SPECIAL COVENANTS 21
Section 5.1. Records of the District 21
Section 5.2. Records 21
Section 5.3. Notice to and Consent by Tenants and Transferees 21
Section 5.4. Developer's Obligations to the City under Bond or Surety 22
Section 5.5. Annual Budget 22
Section 5.6. Board of Directors 23
ARTICLE 6: DEFAULTS AND REMEDIES 23
Section 6.1. Events of Default 23
Section 6.2. Remedies on Default 23
Section 6.3. Rights and Remedies Cumulative 23
Section 6.4. Waiver of Breach 23
Section 6.5. Excusable Delays 24
ARTICLE 7: MISCELLANEOUS 24
Section 7.1. Effective Date and Term 24
Section 7.2. Notice 24
Section 7.3. Immunities 25
Section 7.4. Modification 26
Section 7.5. Applicable Law; Common Representation 26

Section 7.6. Validity and Severability 26
Section 7.7. Execution of Counterparts 26
Section 7.8. City Approvals 26
Section 7.9. District Approvals 26
Section 7.10. Developer Approvals 27
Section 7.11. Successors and Assigns; Assignment of Developer's Obligations 27
Section 7.12. Recording of Agreement 27

EXHIBITS

A. Legal Description and Map – District Area

B. Form of Certificate of Completion

C. Form of Certificate of CID Reimbursable Project Costs

D. Form of Developer Agreement

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

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

F. Form of Purchase and Sale Agreement

G. Legal Description and Map – Sports Complex Property

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2026, 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 February 3, 2025, the City Council adopted Ordinance No. 2025-017, pursuant to which the City approved the Petition to establish the District, 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 February 3, 2025, the City Council adopted Ordinance No. 2025-018, 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, on March 4, 2025, the Board of Directors imposed the CID Sales Tax at the maximum rate of one percent (1%) which was approved by the voters of the District on March 28, 2025, and the DOR began collecting the tax on July 1, 2025; and

WHEREAS, on June 16, 2025, following the consent of the District pursuant to Resolution No. 2025-05, the City Council adopted Ordinance No. 2025-076 removing certain property legally described therein from the area of the District as described in the Petition; and

WHEREAS, on June 16, 2025, following the consent of the District pursuant to Resolution No. 2025-06, the City Council adopted Ordinance No. 2025-077 adding certain property legally described therein to the area of the District as described in the Petition; and

WHEREAS, on November 17, 2025, pursuant to the Petition for the Creation of the Woodsonia Marketplace Community Improvement District, the City Council adopted Ordinance No. 2025-170 establishing said district and on December 16, 2025, the voters of said district approved the imposition of a CID sales tax to fund services and improvements as described in the petition; 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 District 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, of 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 recognize that multiple funding sources are required to assure the feasibility of the CID Project including the District's CID Sales Tax Revenue, the Woodsonia Marketplace Community Improvement District CID sales tax revenue, and tax increment financing revenues associated with the TIF Plan; 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.

"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 Bond Project Costs" means that portion of the CID Project as described in **Exhibit E-2** attached hereto to be funded solely and directly 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 the formation of the District, design 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, and design 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 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; and

(3) all or a portion of the costs of acquisition and relocation associated with the Roberts Medical Building as shown on **Exhibit E-2** and described in the Woodsonia Marketplace CID Cooperative Agreement but only at such time that (i) the Woodsonia Marketplace CID has reimbursed all costs allocated to it as shown on **Exhibit E-2** (excluding the Roberts Medical Building costs), (ii) TIF revenues have been generated in an amount sufficient to reimburse all costs allocated to TIF as shown on **Exhibit E-2**, and (iii) the District and the City have determined that as a result, insufficient funds exist to fund all costs allocated to the Woodsonia Marketplace CID and TIF as shown on **Exhibit E-2** and that the District has sufficient funds available to reimburse the Developer and/or the Woodsonia Marketplace CID for all or a portion of the Roberts Medical Building acquisition and relocation costs as shown on **Exhibit E-2**.

“CID Operating Account” means the account as further described in **Section 3.3.B.** established by the District with the CID Revenue Account for payment of CID Operating Costs and CID Reimbursable Project Costs as provided in this Agreement and the Financing Agreement.

"CID Project" means the design, 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 including, only to the extent sufficient CID Sales Tax Revenues or the proceeds of the Obligations are available as determined by the District and City, the design and construction of the Public Park as described in the Woodsonia Marketplace CID Cooperative Agreement.

"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 the formation of the District, the design 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, and design 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 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; and

(3) all or a portion of the costs of acquisition and relocation associated with the Roberts Medical Building as shown on **Exhibit E-2** and described in the Woodsonia Marketplace CID Cooperative Agreement but only at such time that (i) the Woodsonia Marketplace CID has reimbursed all costs allocated to it as shown on **Exhibit E-2** (excluding the Roberts Medical Building costs), (ii) TIF revenues have been generated in an amount sufficient to reimburse all costs allocated to TIF as shown on **Exhibit E-2**, and (iii) the District and the City have determined that as a result, insufficient funds exist to fund all costs allocated to the Woodsonia Marketplace CID and TIF as shown on **Exhibit E-2** and that the District has sufficient funds available to reimburse the Developer and/or the Woodsonia Marketplace CID for all or a portion of the Roberts Medical Building acquisition and relocation costs as shown on **Exhibit E-2**.

“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 the 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 maximum amount of one percent (1%) imposed by the Board of Directors pursuant to Resolution No. 2025-03 on March 4, 2025, approved by the voters of the District on March 28, 2025, and collected by the DOR beginning July 1, 2025.

"CID Sales Tax Revenue" means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the 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.

“Developer Agreement" means the separate Developer Agreement between the Developer and the District 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 including but not limited to the Missouri Department of Natural Resources and US Army Corps of Engineers, 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 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 at the actual rate

incurred not to exceed seven percent (7%) from the date of certification of CID Reimbursable Project Costs, and other costs related to such financing.

"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.

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

"Maintenance Agreement" means an agreement between the District and a third party facilities operator providing for maintenance, repair, restoration and sustainability of the Sports Complex facility including structures, equipment, grounds and all related amenities, to preserve and keep the facility in safe and efficient operating condition.

"Obligations" means any loans, bonds, additional bonds, debentures, notes, special certificates, or other evidences of loans or indebtedness issued by the CID, 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.

"Operating Revenue" means all revenue generated by the Sports Complex on an annual basis after providing for Operating Costs in connection with managing, maintaining, and operating the Sport Complex.

"Ordinance" means an ordinance enacted by the City Council.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement between the Developer and/or the Woodsonia Marketplace CID, the District, and the City pursuant to which the Developer and/or the Woodsonia Marketplace CID shall sell and the District shall purchase the Sports Complex Property.

"Sports Complex" means the approximately 135,000 square foot multi-sport facility consistent with the statements and renderings previously presented to the City Council and to the public to be constructed by the Developer pursuant to this Agreement, the Developer Agreement, and the TIF Contract.

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

"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 executed on August 11, 2025.

"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.

"Underwriter**"** means the underwriting firm selected by the District relating to the sale, purchase and delivery of the Obligations.

"Woodsonia Marketplace CID" means the Woodsonia Marketplace Community Improvement District established by Ordinance No. 2025-170 of the City adopted on November 17, 2025.

"Woodsonia Marketplace CID Cooperative Agreement" means the cooperative agreement between the Woodsonia Marketplace CID, the City, and the Developer.

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 other than Case No. 25AO-CC00269, Missouri Made Marijuana, LLC and Blackstone Investments, LLC v. Joplin Sports Facility Community Improvement District, in the Circuit Court of Jasper County, Missouri.

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 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 adopted Resolution No. 2025-03 on March 4, 2025, imposing the CID Sales Tax within the District's boundaries, subject to qualified voter approval. The voters of the District approved the CID Sales Tax on March 28, 2025, and collection of the CID Sales Tax by the DOR began on July 1, 2025. 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 is 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. The District shall receive the CID Sales Tax Revenues from DOR which shall be deposited into the CID Revenue Account and shall be used in accordance with this Agreement.

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 including payment on a pay as you go basis until such time as Obligations are issued.

B. Once Obligations are issued, 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 and Operating Revenue of the Sports Complex pursuant to **Section 4.2(F)** herein, 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 from Operating Revenue of the Sports Complex pursuant to **Section 4.2(F)** herein.

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 CID 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 or proceeds of Obligations.

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 an exhibit 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 District 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 District 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 CID Sales Tax Revenue, after the District 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

Redevelopment Projects proposed under the TIF Plan will be activated after the District's imposition of the CID Sales Tax. Any CID Sales Tax Revenue captured under the TIF Plan or applicable Missouri law shall be utilized for reimbursement of CID Reimbursable Project Costs 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 Ordinance No. 2025-017 adopted on February 3, 2025, 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. Upon termination of the District, title to the Sports Complex Property and the Sports Complex including all improvements therewith shall be conveyed to the City.

ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT

Section 4.1. Acquisition of Land. The Developer and/or the Woodsonia Marketplace CID owns or shall acquire the Sports Complex Property. The Developer and/or the Woodsonia Marketplace CID shall sell the Sports Complex Property to the District pursuant to the terms and conditions of the Purchase and Sale Agreement.

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 Developer Agreement in the form attached hereto as **Exhibit D**. 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 Parties agree that prior to the commencement of the construction of the CID Project or, specifically, the Sports Complex, the District and the City, in consultation with the Developer, shall 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. The Developer will coordinate with the City and District the design, construction, sports finishes, furniture, fixtures and equipment for the CID Project. The Developer shall be solely responsible to select and contract for such professional service consultants for the design and construction of the CID Project as it deems necessary or desirable, subject to the requirements in **Section 4.3** for funding of such costs. The Developer shall submit plans and specifications for each phase of the CID Project to the City or any other local or state governmental entity that has jurisdiction over the permitting of such phase. Within forty-five (45) days after receiving plans and specifications for any phase of the CID Project, the City shall approve such plans and specifications or notify the Developer of any changes required by the City. If the City requires changes, the Developer shall cause the plans and specifications to be modified. Thereafter, the Developer shall submit the modified plans and specifications to the City. In no case shall construction begin on any phase of the CID Project until and unless the City (or any local or state governmental entity that has jurisdiction over the permitting of such phase) has approved the plans and specifications.

C. 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 as mutually agreed upon between the Parties.

D. 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.

E. 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 Developer Agreement.

F. The District will own the Sports Complex facility and will enter into a Maintenance Agreement for the facility. The Parties will establish and agree upon an annual operating budget with the operating partner responsible for carrying out the annual operating budget. The District will adopt an annual operating budget providing for anticipated Operating Revenue and operating expenses of the Sports Complex. The Parties agree to apply available Operating Revenue generated by the Sports Complex as follows:

(1) to carry out the annual operating budget; and
(2) pay maintenance related costs that fall outside of the annual operating budget.

Section 4.3. Financing the CID Project.

A. It is anticipated that the IDA will issue Obligations, in one or more series, to provide financing for the CID Project as described in **Exhibit E-2**. 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.

The District, in consultation with the City and Developer, will select the Underwriter for issuance of Obligations and the City and Developer will assist in the assumptions and development of the terms for a financing transaction.

Upon completion, as determined by the District and the City, by the Developer of the site work and environmental remediation work on the Sports Complex Property such that the Sports Complex Property is ready to be conveyed by the Developer and/or the Woodsonia Marketplace CID to the District in order that construction of the Sports Complex may proceed, the District shall use its reasonable best efforts to promptly issue the Obligations to fund the CID Bond Project Costs.

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 from such other sources as agreed upon by the Parties. 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.

The Parties agree that the challenges of the development of the CID Project require multiple funding sources to achieve the intended goals. The Parties agree to consider all

funding options including pay as you go funding of CID Bond Project Costs prior to the issuance of long term Obligations.

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.

G. 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 and the Office of the Recorder of Deeds for Newton County, in Neosho, Missouri.

C. Whether or not the Obligations are issued, so long as there is CID Sales Tax Revenue available that is not pledged to the Trustee and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs (“Reimbursement Certificate”) to the District using substantially the form attached as

Exhibit C for such costs incurred by Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District determines, in its reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment in accordance with this Agreement shall be approved and the District shall sign and deliver the Reimbursement Certificate to the Developer within ten (10) days of its approval. If the District determines to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval shall hold a hearing at which the Developer may challenge the District's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District determines does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District fails to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

Section 4.5. Ownership and Maintenance of CID Project.

Subject to this Agreement and the Purchase and Sale Agreement in the form attached hereto as **Exhibit F**, the District 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 Maintenance Agreement.

Developer has engaged a sports facilities management consultant to provide assistance in determining the optimal design, including indoor and outdoor court components and configuration, building finishes and furniture, fixtures and equipment. The contract between Developer and such Sports Complex management company may be assigned from Developer to the District if determined appropriate by the Parties.

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 Maintenance Agreement.

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 (3) 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 B 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 fiscal year and submit that budget to the City's Director of Finance ("Finance Director"). The fiscal year of the District shall be the same as that of the City. For each 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. 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 District 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: Ryan Stanley, Chairman
City Hall; Finance Department
602 South Main Street
Joplin, MO 64801

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: Natalie Wordekemper/ 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
801 West 47th Street, Suite 500
Kansas City MO 64112

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 City 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 City 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 and the Office of the Recorder of Deeds for Newton County, in Neosho, 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 2026, 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 _____, 2026.

_____

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 2026 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_____, 2026.

_____

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 2026, 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_____, 2026.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN

Engineering beyond.™

EXHIBIT "D"

JOPLIN SPORTS FACILITY CID DESCRIPTION AFTER ADDING ADDITIONAL LAND:

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 AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON 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, 908.14 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 OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 88°29'00" EAST, 443.21 FEET TO THE NORTHWEST CORNER OF A

TRACT OF LAND DESCRIBED IN BOOK 2154, PAGE 1456; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°48'25" WEST, 522.18 FEET TO THE SOUTHWEST CORNER OF SAID TRACT OF LAND BEING ON THE NORTH RIGHT OF WAY OF 27TH STREET; THENCE LEAVING SAID TRACT SOUTH 01°48'25" WEST, 60.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 27TH STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 88°28'35" EAST, 402.15 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF DAVID BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY SOUTH 01°48'25" WEST, 505.67 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY NORTH 88°25'14" WEST, 839.58 FEET; THENCE SOUTH 01°30'08" WEST, 25.00 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.93 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'11" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'16" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 473.07 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 01°32'22" EAST, 18.92 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 63°14'47" WEST, 102.99 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 106.34 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 26°45'28" WEST, 69.39 FEET; THENCE CONTINUING ALONG SAID TRACT NORTH 88°27'18" WEST, 147.57 FEET; THENCE CONTINUING ALONG SAID TRACT SOUTH 01°33'15" WEST, 156.64 FEET; THENCE CONTINUING ALONG SAID TRACT 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.54 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT; THENCE ALONG SAID SOUTH LINE SOUTH 88°28'19" WEST, 410.59 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE LEAVING SAID SOUTH LINE AND ALONG SAID EAST RIGHT OF WAY SOUTH 13°12'29" WEST, 455.96 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY NORTH 89°57'58" WEST, 29.13 FEET TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 4 CALLS: SOUTH 14°15'17" WEST, 130.34 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 212.47 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 3521; THENCE ALONG THE WEST LINE OF SAID TRACT THE FOLLOWING 4 CALLS: NORTH 03°10'42" EAST, 36.74 FEET; THENCE SOUTH 89°24'30" WEST, 11.46 FEET; THENCE NORTH 02°09'04" WEST, 88.46 FEET; THENCE NORTH 03°10'42" EAST, 89.05 FEET TO THE NORTHWEST

CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 89°57'58" EAST, 397.10 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST RIGHT OF WAY THE FOLLOWING 6 CALLS: NORTH 14°15'17" EAST, 349.70 FEET; THENCE NORTH 88°33'40" WEST, 9.73 FEET; THENCE NORTH 13°43'05" EAST, 106.96 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'16" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT AND A TRACT OF LAND DESCRIBED IN BOOK 348, PAGE 12652 NORTH 88°35'18" WEST, 968.63 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 348, PAGE 12652 SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 1°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACT DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.76 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 289.68 FEET TO A POINT ON THE SOUTH RIGHT OF MISSOURI ROUTE FF; THENCE ALONG SAID SOUTH RIGHT OF WAY THE FOLLOWING 5 CALLS: SOUTH 88°28'48" EAST, 0.43 FEET; THENCE SOUTH 82°13'30" EAST, 94.87 FEET; THENCE SOUTH 88°23'02" EAST, 213.58 FEET; THENCE NORTH 01°39'16" EAST, 10.69 FEET; THENCE SOUTH 88°28'48" EAST, 313.27 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID SOUTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°35'33" WEST, 217.96 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 390.68 FEET;

THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 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, 728.08 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°32'37" EAST, 65.30 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY OF RANGE LINE ROAD, BEING THE SOUTHWEST CORNER OF A TRACT OF LAND 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 L0T 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 366.1 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

GRAPHIC SCALE

500 0 250 500

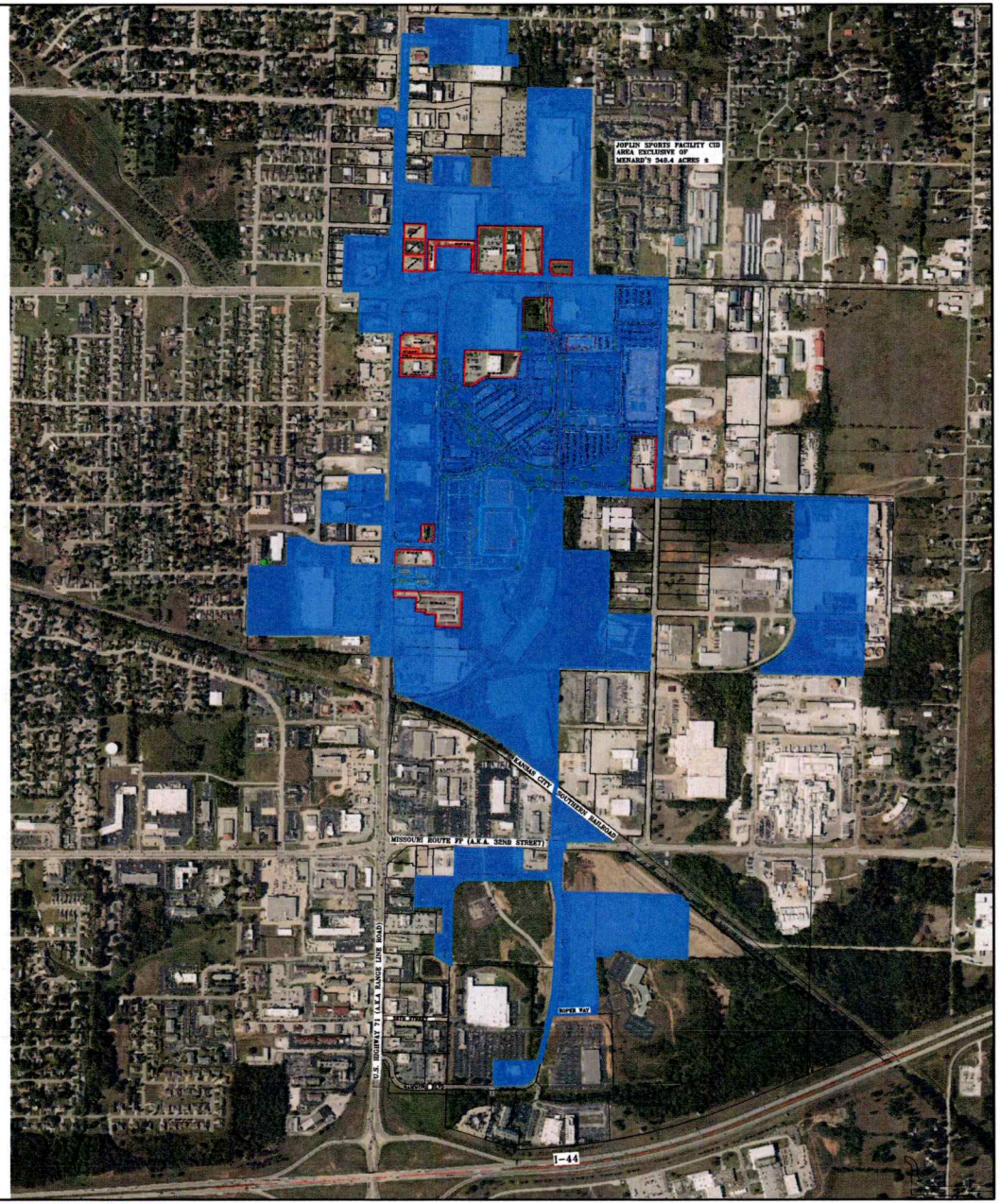
(IN FEET)

1 inch = 500 ft.

LEGEND

JOPLIN SPORTS FACILITY CID BOUNDARY

JOPLIN SPORTS FACILITY CID EXCEPTIONS



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Engineering beyond.™

811 E. Third Street
Joplin, MO 64801
417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

CID EXHIBIT FOR: WOODSONIA ACQUISITIONS, LLC. EXHIBIT WITHOUT MENARDS

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: 07/21/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7673

SHEET NUMBER

1/1

Plotted on: Jul 21, 2025 - 2:32pm G:\Shared drives\JO3 - Surveying\jo_2023\23JO10065 International Paper - Infrastructure and Mass Grading\CAD\CID_TIF Exhibits\JOP-100-7673_Sports Facility_CID_Exhibit C_Overall with Add Property_MINUS MENDARDS.dwg Layout: SURVEY - 24 x 36 CID Sports Complex Dist.

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 _____, 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. 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

FORM OF DEVELOPER AGREEMENT

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (this "**Agreement**") is made and entered into as of _____, 20__ ("**Effective Date**"), by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("**Developer**"), and the **JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri political subdivision ("**District**"). District and Developer collectively are referred to herein as the "**Parties**" (or each as a "**Party**").

RECITALS:

A. On February 3, 2025, the City Council of the City of Joplin, Missouri ("**City**") adopted Ordinance No. 2025-17, pursuant to which the City (i) approved the Petition for the Creation of the Joplin Sports Facility Community Improvement District ("**Petition**"), which includes the property described and depicted on **Exhibit A** attached hereto ("**District Area**"), (ii) found the District Area as described in the Petition to be a blighted area, and (iii) established the District for the purposes set forth in the Petition in accordance with the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended ("**CID Act**").

B. District was formed to fund public improvements within the District Area, including the construction and maintenance of a Sports Complex which will include acquisition of certain real property for the public purpose of removing blight, and such other improvements or services within the District Area as described in the Petition, as it may be amended from time to time (collectively, the "**CID Project**"). The term "**Sports Complex**" means the approximately 135,000 square feet multi-sport facility to be constructed pursuant to the Cooperative Agreement (as defined below).

Upon completion, certain improvements will be dedicated to the City or the District.

C. The Developer is the approved developer under a Redevelopment Plan approved by the City, which contemplates successful formation of two community improvement districts, the Woodsonia Marketplace CID which 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, and the Sports Facility CID which will impose a one percent (1%) sales tax used to fund construction of the Joplin Sports Complex.

The City has entered into a Tax Increment Financing Agreement with the Developer providing for the Developer's role in acquiring, constructing a project including the site of the CID Project, and a multi-sport facility to be constructed, using multiple funding sources. The parties contemplated memorializing the developer duties upon (i) approval of TIF Plan, (ii) establishment of the Woodsonia Marketplace CID and imposition of the Woodsonia Marketplace CID Sales Tax and approval and execution of the Woodsonia Marketplace CID Cooperative Agreement and (ii) establishment of the Sports Facility CID, imposition of the Sports Facility CID Sales tax and approval and execution of the Sports Facility CID Cooperative Agreement

D. District, Developer, and City have entered into or intend to enter into a Cooperative Agreement ("**Cooperative Agreement**") setting their respective rights and obligations with respect to the financing and construction of the CID Project.

E. Developer owns or intends to acquire the property necessary for the CID Project ("**CID Project Property**"), which property is legally described and depicted on the attached **Exhibit B**, and Developer will cause the CID Project Property to be transferred to and titled in the name of District pursuant to a separate purchase and sale agreement.

F. The Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri ("**IDA**"), with the approval of the City, will issue bonds ("**Bonds**") to fund the CID Project. Revenue generated by District's one percent (1.0%) sales tax within District Area will be used to pay debt service on the bonds as provided in the Cooperative Agreement and the separate bond financing agreements. The Parties further anticipate that District and IDA will enter into certain financing documents related to the Bonds (collectively, the "**Financing Documents**") establishing, among other things, the process for disbursement of Bond proceeds and the payment of Project Costs (as defined in Section 2.3 below) in accordance with the Approved Construction Budget (as defined in Section 2.1(a) below).

G. Developer is required to construct the CID Project pursuant to the terms and conditions contained in the Cooperative Agreement and in accordance with this Agreement.

H. District and Developer acknowledge that Developer has engaged certain professional services providers who each have experience with the planning, design, and construction of the CID Project, including OWN, Inc. for surveying and engineering design services (the "**Engineer**"), and Holland Basham Architects for architectural services (the "**Architect**"). *ADD OTHERS*: _____.

District desires to hire Developer to provide services in connection with construction of the CID Project on the CID Project Property pursuant to the terms and conditions of and in accordance with agreements (collectively, the "**Construction Documents**") entered into by Developer with the Engineer and the Architect, and one or more prime general contractors identified by Developer and approved by District (collectively, the "**Contractor**"), and such other parties which are necessary in order to develop, construct and complete the improvements as approved by District. All improvements to be constructed and completed as part of the CID Project and on the CID Project Property, along with all necessary approvals and permits, common areas, and are collectively hereinafter referred to as the "**Improvements.**"

AGREEMENTS:

For and in consideration of the mutual covenants and agreements herein contained, the adequacy of all of which consideration is hereby acknowledged, District and Developer hereby make and enter into this Agreement on the following terms and conditions:

Article 1
Development Services

1.1 Engagement. Subject to the provisions of this Agreement, District hereby engages Developer for performance of the duties herein set forth regarding the design and the construction of the Improvements. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, shall, during the term of this Agreement cause to be performed the design and the construction of all of the Improvements, including all activities related to the CID Project until final completion of the Improvements. Such duties on the part of Developer shall include, but are not limited to, the following:

(a) Work with the District in the selection of, negotiation with (including scopes of work and fees), and engagement of the Engineer, Architect and such other consultants as Developer may deem necessary or desirable for the CID Project and the design and the construction of the Improvements. By this Agreement, District approves of Developer's selection and hiring of the Engineer and the Architect. Upon execution of this Agreement, Developer shall provide to District copies of all contracts and agreements with the Engineer and the Architect related to the CID Project;

(b) Provide information and guidance to the District in the preparation and evaluation of the budgets, plans and specifications, construction schedules and other design parameters for the development of the CID Project, including estimates of costs of construction. A copy of the current budget for the CID Project is attached as **Exhibit C**;

(c) Review and provide guidance to the District regarding material designs and specifications for the Improvements in consultation and collaboration with the Engineer and the Architect, including the establishment of procedures for review of bids, working drawings, samples and construction data;

(d) Monitor compliance with the Construction Documents;

(e) Provide day-to-day oversight and administration of the CID Project;

(f) Provide assistance in administering the Bonds and draws from the project fund and other funds established for the CID Project, including assisting in the preparation of all draw requests for each draw, subject to District's approval and, as applicable, the City's approval;

(g) Coordinate the services of the Architect, the Engineer and other design professional(s) for the CID Project, including: (i) coordinate efforts to ascertain the zoning, building code, or other governmental compliance issues for the CID Project and obtain any necessary variances relating thereto that are requested and approved by District; (ii) coordinate efforts to obtain soils reports, environmental reports, and studies requested by District or recommended by Developer and approved by District in connection with the CID Project; (iii) coordinate implementation of environmental responses and remediation actions recommended by an environmental consultant approved by District; (iv) obtain preliminary site plans, surveys, topographical surveys and schematic designs and elevations for the CID Project; (v) manage, oversee and coordinate the design of the

Improvements, including managing and monitoring the performance of the Architect and the Engineer pursuant to the terms of the Construction Documents;

(h) Coordinate the preparation of all submissions necessary in connection with obtaining any and all permits, licenses, variances and approvals that are necessary to construct the Improvements and to construct and operate the CID Project as a whole, including, without limitation, any of same pertaining to (i) demolition of any existing improvements, site plan approvals, engineering permits, traffic and department of transportation permits, sewer and storm water management permits, parking variances, any required comprehensive land plan amendments, or any amendments to or approvals required under any applicable development of regional impact plan, satisfaction of all concurrency requirements, (ii) signs, driveways (including ingress and egress to public thoroughfares), (iii) environmental controls and (iv) any other permits or approvals necessary for Developer to obtain a permanent certificate of completion (individually, a "**Permit**" and collectively, the "**Permits**"), and negotiate with and act as liaison to all applicable governmental authorities in connection with obtaining the Permits. Developer will use its best commercially reasonable efforts and be diligent in pursuing such Permits and Developer will assist District with the coordination of the close out of all Permits with all applicable governmental authorities, District and Developer's contractors at the appropriate time;

(i) Coordinate the development of the construction drawings and specifications for the CID Project (collectively, the "**Construction Drawings and Specifications**"). The Construction Drawings and Specifications, as approved by District in accordance with Section 1.3 below, are herein called the "**Approved Plans and Specifications**";

(j) Review and process applications by the Contractor for progress and final payments;

(k) Coordinate and oversee the completion of the Work (as defined in Section 1.5 below) and services to be performed by the Contractor for the CID Project;

(l) Administer the construction of the CID Project to facilitate the Improvements being constructed, equipped, furnished, and completed in a good and workmanlike manner in accordance with the Approved Plans and Specifications, the Construction Documents and the Approved Construction Budget;

(m) Work with District to cause all payments to Contractor and Suppliers (as defined in Section 1.7(b) below) to be disbursed regularly and punctually prior to the expiration of any applicable grace period, to the extent applicable, and to the extent District provides sufficient funds therefore in a timely basis and to the extent provided in this Agreement;

(n) Coordinate establishing and negotiating agreements with governmental agencies or entities and with utility service providers, as necessary or appropriate in

connection with the CID Project, and enforce compliance of such agreements in consultation with District;

(o) Coordinate, review, negotiate and approve all agreements with utility service providers, public utility companies, applicable governmental authorities, and/or any other third parties, as applicable, with respect to the construction of all public utilities, which are required by applicable governmental authorities and/or are necessary for the development of the CID Project, including, but not limited to, making recommendations to District for modifications to such agreements and oversee and monitor the performance by the Contractor of the terms and conditions of such agreements and enforce the compliance of such agreements in consultation with and at the direction of District;

(p) Procure and maintain, or cause the Contractor to procure and maintain, insurance policies of such types and in such coverage amounts as are customary for a CID Project of this size and nature, including, but not limited to, workers' compensation insurance, employers' liability insurance, business automobile liability insurance, commercial general liability insurance, and umbrella/excess liability insurance, and to further require that the City, Trustee, and District each be named as an additional insured under the Contractor's policies; provided, however, that the coverage amounts of such policies shall not be less than as provided in the TIF Contract. As evidence, a certificate of all such insurance policies shall be provided to District showing the policy is in full force and effect. Such policies may not be canceled without prior notice to District, Trustee, and the City; and

(q) Perform all other services that are reasonably requested by District.

Notwithstanding the foregoing in this Article 1, District expressly acknowledges that (i) Developer will not be acting, and does not purport to act, as a design professional, and that the Engineer and the Architect shall have sole responsibility for the engineering and design of the CID Project, (ii) the Contractor, and not Developer, shall have sole responsibility for the execution of the means, methods and sequence of the construction work to be performed by such party under the Construction Documents for the CID Project.

District shall appoint an officer or other representative who is authorized to act on behalf of District and who is authorized to provide the consent and/or approval of District as required by this Agreement ("**District Representative**"). District Representative, at his discretion or as may be required by the CID Act, is directed to submit to District's Board of Directors for approval any item under this Agreement. District hereby notifies Developer that District Chairman _____ (or his designee) is District Representative.

1.2 Compensation. In consideration for the financing provided by District for the CID Project, and other duties and obligations of District under the Cooperative Agreement, the Parties agree Developer will be paid, as indicated in the approved CID Project budget attached as **Exhibit C**, a Developer fee of seven percent (7%) of all hard costs, soft cost and FF&E for the Sports Facility and paid solely from the Bonds or any revenue sources available to the District at the time of each Disbursement Request (as defined in Section 2.3 below). Notwithstanding the foregoing,

the Parties acknowledge that District's sole source of payment of the Developer Fee is from proceeds of the Bonds and that the issuance of the Bonds, in an amount sufficient to include the Developer Fee, shall be a condition precedent to the District's obligation to pay the Developer Fee.

1.3 Approval of the Construction Drawings and Specifications. As soon as practically possible but before commencement of the Work, Developer shall submit the Construction Drawings and Specifications for Districts approval. In the event District fails to review the Construction Drawings and Specifications within thirty (30) days after receipt thereof, the Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the Construction Drawings and Specifications, Developer shall cause the appropriate changes to be made to the Construction Drawings and Specifications, and District shall have fifteen (15) days following receipt of the revised Construction Drawings and Specifications to review the same. In the event District fails to review the revised Construction Drawings and Specifications within said 15-day period, the revised Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the revised Construction Drawings and Specifications, the foregoing process shall be repeated until District approves the revised Construction Drawings and Specifications.

1.4 Governmental Requirements and Permits. As soon as practically possible but before commencement of the Work, Developer shall apply for and obtain any and all Permits. Such Permits shall be on a valid and irrevocable basis and on terms and conditions satisfactory to District. Any changes to the Approved Plans and Specifications proposed by Developer in order to comply with any Governmental Requirements (as defined in Section 1.5 below) shall be subject to the prior approval of District pursuant to the same procedures as are set forth in Section 1.3.

1.5 Construction Contract. Pursuant to the terms hereof, Developer shall assist in the selection of the Contractor who will perform or cause to be performed the on-site and off-site work required to construct the Improvements on the CID Project Property in accordance with the Approved Plans and Specifications (collectively, the "**Work**").

The Work must be competitively bid and Developer shall cause to be published at least two (2) times in a newspaper in general circulation in the City a notice advertising for bids. The last publication notice shall be published at least fourteen (14) days before the scheduled bid opening. Developer shall comply with District's work procurement policy, a copy of which is attached hereto as **Exhibit D**. Developer shall keep District informed with respect to the bidding process for the Work and provide District with reasonable notice of the time, date and place of the opening of such bids, and District shall have the right to be present at such opening and inspect each bid submitted. Developer shall select the lowest and best bid or proposer/qualifier. The approved contract(s) are hereinafter called the "**Contract(s)**". Developer shall provide District with complete copies of all Contracts. The Contracts shall be freely assignable, contain a substantial penalty for failure of the Contractor to timely perform and provide construction warranties and guarantees for the Work for a period of at least twelve (12) months after substantial completion of the Work. The Contracts shall require that the Work shall comply with the provisions of this Agreement and all requirements of law, including all rules, regulations, ordinances, statutes and guidelines promulgated by any applicable governmental or quasi-governmental authorities, agencies or organizations with jurisdiction (collectively, the

"**Governmental Requirements**"). The Contracts shall provide that the Contractor shall perform and complete the Work in accordance with the Approved Plans and Specifications and in conformity with the requirements of the Engineer to the extent such construction requirements, procedures, guidelines and Design Criteria are applicable to the Work.

(a) In accordance with Section 107.170, RSMo, as amended, Developer shall procure or require the Contractor to procure a payment and performance bond issued by a surety acceptable to District (the "**Payment and Performance Bond**") with regard to the Contracts, naming District, the IDA, and Trustee ("**Trustee**") selected by the IDA for the Payment and Performance Bond, as dual obligees thereunder.

(b) Developer shall comply, and shall cause the Contractor and all subcontractors to comply, with all Governmental Requirements, including, but not limited to, Sections 290.210 through 290.340, RSMo, as amended, for the payment of prevailing wages to contractors and subcontractors in connection with the construction of the CID Project.

(c) Developer shall cause Contractor to provide all warranties and maintenance bonds customarily provided on projects of a similar nature to the CID Project or as the City may otherwise require in connection with the CID Project.

(d) Developer represents and covenants to the District that Developer will not self-perform any of the Work and that Developer will not guarantee, warrant, or otherwise assume financial responsibility for the work of others on the CID Project, or provide the District with a guaranteed maximum price for the work of others on the CID Project, or furnish or guarantee a performance or payment bond for the Contractor on the CID Project.

1.6 License. For so long as Developer is in compliance with the Cooperative Agreement and this Agreement, District hereby grants to Developer and its contractors, subcontractors, agents, employees, and representatives a non-exclusive right of access (the "**Right of Access**") over and on the CID Project Property for the purpose of constructing the CID Project. District makes no representations with respect to the CID Project Property or its condition, and Developer acknowledges that it is not relying on any representations of District with respect to the use or condition of the CID Project Property. This Agreement grants Developer and its contractors, subcontractors, agents, employees, and representatives the privilege and permission to use the CID Project Property in its present condition "as is" without any warranties and subject to the terms and conditions set forth herein.

1.7 Sales Tax Exemption Certificate. District will provide to Developer a sales tax exemption certificate applicable to the purchase of construction supplies and materials necessary for the CID Project in accordance with Section 144.062, RSMo, as amended, and other applicable Governmental Requirements. Notwithstanding the foregoing, the District's sales tax exemption certificate shall apply only to the public Sports Complex Improvements and no other portion of the CID Project and all references to the CID Project in this Section 1.7 or elsewhere in this Agreement pertaining to the District's sales tax exemption certificate shall include only the Sports Complex Improvements and no other portion of the CID Project.

(a) Agency Relationship. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, District appoints and, confirms the appointment of, Developer as its agent to purchase materials ("**Materials**") necessary for the construction of the CID Project for and on behalf of District. Developer has the right (with notice to District) to make the Contractor hired by Developer for the construction of the CID Project a subagent for the purchase of the Materials, and accordingly, Developer appoints Contractor as subagent for District for the limited purpose of purchasing the Materials. District and Developer confirm that the Contractor is authorized to appoint its subcontractors as subagents of District for the limited purpose of purchasing Materials.

(b) Title to Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, title to the Materials shall pass to District directly from the persons or entities that sell Materials for construction of the CID Project, including subcontractors ("**Suppliers**"), but only after the Materials have been inspected and accepted by Developer acting as the agent of District (or by Contractor or another person or entity acting as Developers' subagent). After this purchase, title to the Materials shall remain in District.

(c) Procedure for Purchase of Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, payment to the Suppliers for the Materials shall be made subject to the following provisions:

(i) Developer shall include, or cause to be included, in contracts with the Suppliers that sell the Materials necessary for the construction of the CID Project: (1) a provision acknowledging that title to the Materials shall pass directly to District from the Suppliers, but only after the Materials have been inspected and accepted by Developer or the Contractor, acting as agents of District; and (2) a provision that requires the Suppliers to properly submit detailed invoices for materials ("**Invoices for Materials**") for review and approval to District, Developer, the City and Trustee, which Invoices for Materials, upon their approval, will be paid by Trustee pursuant to Disbursement Requests issued by Developer and District. The Invoices for Materials must reflect that Developer, the Contractor or a subcontractor is purchasing the Materials on behalf of District as District's agent or subagent.

(ii) Developer shall ensure that all payments for the Materials shall be made using funds of District (either initially or ultimately by virtue of District's obligation to reimburse Developer pursuant to the Cooperative Agreement), and all receipts evidencing such payment shall reflect that payment was received from Trustee pursuant to a Disbursement Request issued by Developer and District.

(iii) Developer shall keep full and complete records of the Materials purchased on behalf of District and shall provide District reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Agreement.

(iv) Developer acknowledges and affirms that it is buying the Materials, or causing the Materials to be bought by the Contractor or subcontractors, on behalf of and as agent for District. Developer further acknowledges and affirms that any such Materials purchased are the sole property of District.

Article 2
Budgets; Reports; Reimbursements

2.1 Budgets.

(a) Developer has submitted to District, and District hereby approves, the construction budget for the CID Project attached hereto as **Exhibit C** (the "**Construction Budget**"). The initial Construction Budget for the CID Project attached hereto as **Exhibit C**, and as may be revised and updated from time to time and approved by District, is herein called the "**Approved Construction Budget.**" The Approved Construction Budget shall not be modified, amended, updated or revised without the prior approval of District; provided, however, notwithstanding anything contained herein to the contrary, Developer may, without prior District approval to the Approved Construction Budget, transfer amounts among each line item category in **Exhibit C** so long as Developer does not (a) exceed the aggregate of the total Project Costs, (b) transfer to line items that are not eligible for District funds, (c) transfer amounts to the Project Administration line items that result in an increase to said line items of more than ten percent (10%), or (d) result in any additional fees or payments directly to Developer. Notwithstanding anything to the contrary in this Agreement, District's Board of Directors shall approve any changes to the Approved Construction Budget that Developer is not authorized to make without District's approval.

(b) Developer shall, upon the request of District, submit to District for District's approval an updated or revised Construction Budget. If District has objections to such revisions or modifications to the then existing Approved Construction Budget, then District shall advise Developer of District's specific objections thereto within five (5) business days after its receipt thereof and Developer will then revise such updated or revised Construction Budget to address such objections and resubmit the same to District within five (5) business days after its receipt of such objections thereto; whereupon, the process set forth above shall be utilized again until such updated or revised Construction Budget has been approved by District. If an updated or revised Construction Budget is not timely approved by District, then the immediately prior and then existing Approved Construction Budget shall continue to apply and the scope of duties and obligations of Developer hereunder as they relate to such immediately prior and then existing Approved Construction Budget shall

remain those that are contemplated by such immediately prior and then existing Approved Construction Budget and not those duties and obligations contemplated by the updated or revised Construction Budget.

2.2 Books and Records; Reports.

(a) Developer shall maintain books, journals and orderly files containing prevailing wage records as required by Sections 290.210, RSMo, through 290.340, RSMo, as amended, insurance policies, correspondence, receipts, bills and vouchers, and all other documents and papers pertaining directly to the CID Project (collectively, the "**Records**"). Developer agrees to keep the Records safe, available, and separate. District shall have the right to audit all such Records, and Developer will cooperate with and give reasonable assistance to District and any accountant or other person designated by District to examine and audit such Records and shall provide District or its designated representatives with access to, and the right to inspect and copy, such Records.

(b) Commencing with the execution of the Construction Documents or any one of them, Developer shall monitor the Approved Construction Budget for construction costs and prepare or cause to be prepared and deliver financial reports to District upon request.

(c) As soon as reasonably practicable after the actual substantial completion date of the CID Project, Developer shall:

(i) deliver, or cause to be delivered, to District a final construction report prepared by the Contractor, which report will set forth the total hard costs and the total soft costs incurred in connection with the construction of the Improvements to the actual substantial completion date, an estimate of any costs in addition thereto necessary to achieve final completion and a summary of all change orders, delays, disputes, and claims; and

(ii) deliver to District warranties, guaranties, and operating manuals obtained from the Contractor and any subcontractors or Suppliers whose work or materials are covered thereby and which have not previously been delivered to District, as well as a set of as-built plans of the CID Project when such plans have been completed, subject to Developer confirming and verifying that all such warranties, guaranties, operating manuals and as-built plans conform to the requirements of the Construction Documents prior to delivering the same to District.

2.3 Payment of Project Costs; Reimbursement of Certain Advances by Developer.

(a) Developer shall coordinate and submit requests for disbursements from the Bonds for the Project Costs first to the City, then to the District, and upon receipt of both such approvals, to the Trustee as such costs are incurred in accordance with the Approved Construction Budget and as required by the Cooperative Agreement and the Financing Documents.

(b) "**Project Costs**" shall mean all amounts paid or payable by District with Bond proceeds as such costs are incurred in accordance with the Approved Construction Budget that are true third party costs and expenses related to the CID Project. The Parties acknowledge that District's sole source of funding for payment of the Project Costs is the Bonds and proceeds therefrom.

(c) Developer will prepare for submission and approval to City and the District a Disbursement Request based upon the invoices, billings and applications for payment submitted by the Contractor or any contractors, subcontractors, design professional, consultant or supplier for the Improvements or the Architect or the Engineer, as the case may be (each such request, a "**Disbursement Request**").

(d) Each Disbursement Request will include only those sums which Developer believes, after its review of such Disbursement Request and its review of the Improvements then completed which are the subject of such Disbursement Request, are then properly due and owing for the design and construction of the Improvements which has been completed at such time. Each Disbursement Request will be accompanied by conditional lien waivers and Developer's and the Engineer's or the Architect's, as applicable, certification that, to the respective knowledge of Developer and the Engineer or the Architect, as applicable, (i) the amount requested is a true and correct statement of amounts due to the parties indicated therein, (ii) that design and construction has progressed to the point indicated, (iii) that the Work then completed has been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents (and to the extent that the Work then completed has not been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents, then such certification shall identify such incomplete and/or defective portion of the Work and any Work that needs to be completed in accordance with the Approved Plans and Specifications and the Construction Documents, including any work that needs to be performed to fix the defective Work), and (iv) to the extent that any Work has not been completed satisfactorily or is incomplete, Developer's recommendations of the time within which the Contractor or subcontractors shall complete the same (whether prepared and delivered separately by Developer and the Engineer or the Architect, as applicable, respectively, or by both Developer and the Engineer or the Architect, as applicable, in one certificate, the "**Certificate of Payment**"). In addition, Developer shall, in each Disbursement Request, identify the specific line item within the Approved Construction Budget as to which each Project Cost for which payment is requested is assigned. Subject to the provisions in Section 2.1(a) above, savings in the amount expended with respect to any specific line item

in the Approved Construction Budget may be used to fund cost overruns in another line item of the Approved Construction Budget.

(e) Notwithstanding anything in this Agreement to the contrary, Disbursement Requests shall be processed and submitted for approval and payment in accordance with the procedures provided in the Financing Documents. District Representative may sign, on behalf of District, any Disbursement Request that is in accordance with the Approved Construction Budget without prior approval of District's Board of Directors.

(f) All payments or reimbursements by District to Developer under this Agreement shall be conditioned upon annual appropriation by the District of funds for such payment or reimbursement in fiscal years when sufficient otherwise unencumbered revenue is available to District to make such payments or reimbursements.

Article 3
Indemnities

3.1 Developer's Indemnity. Developer shall indemnify, release, defend, be responsible for and forever hold harmless District, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with: (a) any negligent acts, misconduct or fraud of Developer or any of its contractors, subcontractors, agents, representatives or employees; (b) any acts of Developer beyond the scope of Developer's authority provided to it under this Agreement; (c) the breach by Developer or any of its agents, representatives or employees of this Agreement; (d) failure by Developer or any of its contractors, subcontractors, agents, employees, or representatives to comply with Governmental Requirements in connection with the CID Project, including, without limitation, all public bidding, bond, and prevailing wage requirements; and (e) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Developer or its agents, employees, contractors, or subcontractors, to the extent caused by the construction of the CID Project expressly authorized herein; provided, however, that Developer need not save harmless District from claims, demands, losses and expenses arising out of or to the extent caused by the gross negligence or intentional misconduct of District, its directors or agents or by the breach of this Agreement by District or any of its agents or representatives. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Developer under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Developer. District does not, and shall not, waive any rights against Developer which it may have by reason of this indemnification, because of the acceptance by District, or the deposit with District by Developer, of any of the insurance policies described in this Agreement. This indemnification by Developer shall apply to all damages and claims for damages of any kind that may arise as the

result of any act, error, omission or intentional act of Developer or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of any of the construction referred to in this Agreement, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Developer shall immediately notify District of any and all claims filed against Developer or Developer and District jointly, and shall provide District with a copy of the same. The fact that Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Developer's duty of defense and indemnification under this Section 3.1.

3.2 Survival. The indemnities provided in this Article 3 will survive the expiration or sooner termination of this Agreement.

Article 4
Term

4.1 Term. This Agreement shall be for a term commencing on the Effective Date of this Agreement and shall terminate upon (if not sooner terminated pursuant to the terms and provisions of this Agreement) the City's or the District's acceptance of the Sports Complex; provided, however, that this Agreement may be extended by amendment if District undertakes a new project eligible for District funding under the CID Act with funds not otherwise pledged to pay debt service on the Bonds.

4.2 Events of Default. The following shall constitute events of default under this Agreement (each, an "**Event of Default**" and collectively, the "**Events of Default**"):

(a) the filing of a bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by a Party;

(b) the gross negligence, fraud, criminal misconduct or willful misconduct of a Party, or any officer, director, executive or principal of such Party, in the performance or observance of such Party's obligations, duties or services under the terms of this Agreement; and

(c) the failure of a Party to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions applicable to such Party as set forth in this Agreement, and the continuance of any such failure for a period of fifteen (15) days after receipt of written notice of said failure from the other Party; provided, however, that with respect to an Event of Default set forth in Sections 4.2(a) and 4.2(b) above, no such notice and cure period will be required to be given to the defaulting Party, and further provided that if such failure is not a default in the payment of a monetary sum hereunder and cannot be reasonably cured within such fifteen (15)-day period but is susceptible of cure with reasonable diligence, and such defaulting Party commences such cure within said fifteen (15)-day period, then for such additional period of time as such cure shall continue to be pursued with reasonable diligence by the defaulting Party, but in no event shall such period exceed a period of ten (10) business days from the date of such Notice.

Article 5
General

5.1 Assignment. No Party shall assign or permit to be assigned any of its rights or its obligations under this Agreement, whether by operation of law or otherwise, without the written consent of the other Party.

5.2 Notices. Any notice, statement, communication, request, reply or advice (herein severally and collectively, for convenience, called "**Notice**"), in this Agreement provided or permitted to be given, made or accepted must be in writing and shall, unless otherwise in this Agreement expressly provided, be given or be served by delivering the same to such Party or to an officer or agent of such Party by hand delivery or by Federal Express or similar reputable overnight delivery service or by electronic delivery, properly addressed to the Party to be notified. Any Notice given by hand delivery shall be deemed to have been delivered and be effective only if and when received or refused by the Party to be notified. Any notice delivered via electronic delivery must be followed by delivery of a hard copy by another means of delivery to be effective under this Section. Any Notice given by Federal Express or similar reputable overnight delivery service shall be deemed to have been delivered and be effective one (1) business day after delivery to such reputable overnight delivery service, provided, that such Notice is sent for next business day delivery and such carrier guarantees next business day delivery and the same is actually delivered to (whether or not refused by) the recipient in the ordinary course. For purposes of Notice, the addresses of the Parties, until changed as hereinafter provided, shall be as follows:

District: Joplin Sports Complex Community Improvement District
Attention: _____, Chairman
_____
_____

EMAIL:

With a copy to: T. Chris Williams, Esq.
Williams & Campo, P.C.
200 Unity Circle North, Suite G
Lee's Summit, Missouri 64086
EMAIL:

Developer: Prospect Village, LLC
Attention: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
EMAIL:

With a copy to: Prospect Village, LLC
Attention: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 101
Elkhorn, NE 68022
EMAIL:

However, each Party shall have the right from time to time to change its respective address to any other address within the United States of America by providing at least five (5) days prior written Notice to the other Party in accordance with the provisions of this Section 5.2.

5.3 Entire Agreement; Amendment. The Recitals and exhibits attached hereto are incorporated into and made a part of this Agreement. This Agreement and any other documents and instruments referred to in this Agreement shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof and shall supersede all previous discussions, negotiations, agreements and commitments, written or oral, between the Parties hereto and relating to the CID Project and the subject matter hereof. There are no oral or other agreements or understandings with respect to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless made by supplemental agreement in writing executed by all affected Parties and approved by District's Board of Directors. Capitalized terms not defined herein shall have the meaning ascribed to them in the Cooperative Agreement.

5.4 Nature of Contract. The relationship between the Parties under the terms of this Agreement shall be that of independent parties, and notwithstanding anything to the contrary set forth herein, Developer shall perform its duties and provide the services contemplated by this Agreement as an independent contractor and not as an employee or agent of District. Nothing contained in this Agreement or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture or any other similar relationship. No personal liability shall accrue hereunder against any individual, officer, director, shareholder, representative or employee of any Party.

5.5 GOVERNING LAW. THIS AGREEMENT IS MADE PURSUANT TO, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

5.6 Partial Invalidity. Except as otherwise expressly provided to the contrary in this Agreement, the provisions of this Agreement are severable. Provided that the essence and intent of this Agreement are otherwise substantially preserved, if any provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, arbitrator or other such lawful governing or interpretive authority, such determination shall not affect the remaining provisions of this Agreement, or the application of such provision to any other particular party or circumstance, shall be valid and enforceable.

5.7 Captions. The captions under the Article numbers and beside the Section numbers of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and in no way affect or constitute a part of this Agreement.

5.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties to this Agreement had signed the same agreement. Each counterpart shall be deemed to be an original copy of this Agreement, and all counterparts shall be construed together and be deemed to constitute a single agreement.

5.9 Attorney's Fees. In the event that any litigation or other proceeding is sought regarding this Agreement, the losing Party shall pay to the prevailing Party reasonable attorney's fees and costs of court at trial and on appeal in bringing or defending such litigation or other proceeding. For purposes of this Agreement, "prevailing Party" shall mean the Party that has succeeded in obtaining a substantially more favorable result in its prosecution or defense of a claim than its opposing Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGE.]

District and Developer have executed this Development and Developer Agreement to be effective as of the Effective Date.

District:

JOPLIN SPORTS COMPLEX
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
Name: _____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

Developer:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Developer

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT AREA (AS OF EFFECTIVE DATE)

<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

LEGAL DESCRIPTION OF THE CID PROJECT PROPERTY

<INSERT LEGAL DESCRIPTION>

MAP OF CID PROJECT PROPERTY ON NEXT PAGE

EXHIBIT C

PROJECT BUDGET

[Same as Exhibit E-2 in Cooperative Agreement.]

EXHIBIT D

DISTRICT WORK PROCUREMENT POLICY

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")
PREVAILING WAGES AND PROCUREMENT OF WORK POLICY
Adopted by the Board of Directors March 4, 2025

As a part of the contracting process for completion of the projects approved in the District's Petition, the Board desires to establish policies governing the procurement of work and payment of prevailing wages as set forth below:

Section 1. The Board hereby states that all work for any public work, exclusive of maintenance, completed by or on behalf of the District will conform to the requirements of the Missouri Prevailing Wages on Public Works Act, Sections 290.210 through 290.340, RSMo, as amended.

Section 2. The Board hereby establishes the following policies for the procurement of construction work and professional services in the design of the construction work:

A. Construction Contracts:

(1) *Solicitation Requirements*:

(a) The Board shall comply with any applicable public notice, bid requirement, and bid solicitation rules and regulations applicable under Missouri law.

(b) *Emergency Contracts.* If the Board determines there exists an imminent threat to public health, welfare, safety or essential operations of the District, contracts may be entered into without competitive bid or public notice.

(2) *Bid Security.* When a public construction contract is awarded, bid security in the amount of at least five percent of the bidder's price on the base bid shall be required. The security shall be in one of the following forms as determined by the Board: surety bond; letter of credit; cashier's check; certificate of deposit; or other form approved by the Board.

(a) *Forfeiture of Security.* If a bidder fails or refuses to execute the construction contract when requested by the Board, any bid security given to the District shall immediately become due and payable and forfeited to the District as liquidated damages.

(b) *Mistake in Bid Security.* Notwithstanding anything to the contrary, a bidder shall correct a mistake on a bid security submission when requested by the District. When such a mistake occurs and a bidder fails or refuses to correct the

mistake or execute the contract when requested by the District, any bid security shall be forfeited to the District.

(3) *Required Submissions.* A bidder or any construction contract shall furnish the following to the District, within the time frames stated in the bid documents or within 14 calendar days after receiving notice of intent to contract from the District unless good cause is shown:

(a) The bidder's federal employer identification number;

(b) Bonds and insurance certificates as required in the bid documents;

(c) Copies of all licenses required by the City to do the work;

(d) A copy of its certificate of corporate good standing from the Missouri Secretary of State of other evidence acceptable to the District.

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

(f) A statement that the bidder is current on payment of its:

(i) Federal income tax withholding; and

(ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which bidder has its principal office.

(4) *Subcontractor Requirements.* Each contractor that has entered into a construction contract with the District shall obtain and retain in its contract files in accordance with the contract requirements the following documentation from any subcontractor:

(a) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the city;

(b) Copies of all licenses required by the contract documents;

(c) Evidence that it has in force general, automobile, and employer's and worker's compensation liability insurance in the amounts required by the contract documents;

(d) Evidence, which may be a copy of its most recent quarterly contribution and wage report, that is a participant in the state unemployment compensation fund;

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

B. Construction Management Services: Solicitations for any construction management services shall conform to Sections 8.675 to 8.687, RSMo.

C. Contract Award:

(1) Contracts shall be awarded to the lowest and best bidder or best proposer/qualifier. The District has the right to reject any and all bids or proposals.

(2) The Board may negotiate a revised bid with the apparent lowest and best bidder, including changes in bid requirements, price, scope or quantity, on any contract except a construction contract bid if:

(a) The bid is more than the appropriation or relevant budget item for that project; and

(b) It is not in the District's best interests to resolicit bids because of time or other circumstances.

(3) The Board may offer the apparent lowest and best bidders on a construction contract the option of performing the work for the engineer's estimate for the project with no changes to the bid requirements or scope of the project if the bid is not more than five percent higher than the engineer's estimate.

(4) If the Board rejects any or all bids or proposals, the Board may:

(a) Resolicit bids or proposals only from those bidders or proposers that submitted a bid or proposal pursuant to the original solicitation; and/or

(b) Use an expedited bid or proposal submission schedule with or without readvertising or issuing any other public notice when the Board determines that the delay from the normal solicitation procedure would not be in the District's best interests.

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)

DEVELOPMENT COST BUDGET - "TIF & CID Reimbursable Project Costs"

			TIF	Woodcrest Marketplace - 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 NON-CAPTURED (TIF REDIRECTING BACK TO CID DISTRICT)**	**CID REIMBURSEMENT**	
Acquisition								
International Paper Property	$10,000,000.00	$5,500,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Duane Hulill	$250,000.00	$0.00	$0.00	$0.00	$250,000.00	$0.00	$0.00	
Red Hot Blue	$3,150,000.00	$0.00	$0.00	$0.00	$3,150,000.00	$0.00	$0.00	
Dave Christie - Chris Robert's Future Location	$1,000,000.00	$0.00	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	
Home Depot ROW / Pinnacle Bank ROW / Future Public Road and Detention Facilities Property	$3,000,000.00	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$0.00	
Metal Shed Building	$2,600,000.00	$0.00	$0.00	$0.00	$2,600,000.00	$0.00	$0.00	
Fletcher Vacant Land	$2,000,000.00	$0.00	$0.00	$0.00	$2,000,000.00	$0.00	$0.00	
Total Acquisition Cost	$22,000,000.00	$5,500,000.00	$0.00	$0.00	$16,500,000.00	$0.00	$0.00	
Building Construction and Enhancements								
Sports Complex Facility								
- Acquisition - 22 acres @ $12 PSF	$11,500,000.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$0.00	**Marketplace will provide funding, but lot will be directly conveyed to Joplin Sports Complex
- Soft Costs	$4,275,579.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,275,579.00	
- Hard Costs - Outdoor Fields	$35,294,646.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,294,646.00	
- Furniture Fixtures Equipment	$11,100,983.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,100,983.00	
Total Sports Complex Facility	$62,171,208.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$30,671,208.00	
Anchor Store								
- Acquisition - CID Purchase of Parking Lot Area	$4,000,000.00	$500,000.00	$0.00	$3,500,000.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$5,000,000.00	$0.00	$0.00	$0.00	$5,000,000.00	$0.00	$0.00	
- Vertical Improvements	$27,500,000.00	$10,000,000.00	$17,500,000.00	$0.00	$0.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$8,500,000.00	$8,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Anchor Store	$45,000,000.00	$19,000,000.00	$17,500,000.00	$3,500,000.00	$5,000,000.00	$0.00	$0.00	
Multi-Family (375 units)								
- Acquisition - $0.00 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,750,000.00	$0.00	$0.00	$2,750,000.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$76,625,000.00	$70,000,000.00	$6,625,000.00	$0.00	$0.00	$0.00	$0.00	
- Amenity Package	$6,000,000.00	$6,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Multi-Family	$87,375,000.00	$76,000,000.00	$6,625,000.00	$2,750,000.00	$0.00	$0.00	$0.00	
Fletcher Parking Improvements	$1,000,000.00	$1,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Lot #5 Hotel on Pad Site								
- Acquisition - $0. PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
- Vertical Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Lot #5 Hotel on Pad Site	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
Commercial Buildings on Lot 3								
- Acquisition - $0. PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$3,000,000.00	$3,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 3	$23,000,000.00	$23,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Roberts Medical Building Acquisition & Relocation Costs	$7,790,000.00	$0.00	$0.00	$500,000.00	$7,290,000.00	$0.00	$0.00	
Commercial Buildings on Lots 12 & 13								
- Acquisition - $0. PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$15,000,000.00	$15,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 12 & 13	$17,000,000.00	$17,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Red Hot Blue Improvements								
- Acquisition - $0. PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
- Vertical Improvements	$8,500,000.00	$5,000,000.00	$0.00	$0.00	$3,500,000.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
Total Red Hot Blue Improvements	$9,500,000.00	$5,000,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Prospect Village Public Park Improvements	$11,000,000.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00	$10,000,000.00	*Used if additional proceeds are available after Sports Complex costs allocated
Total Cost - Building Construction and Enhancements	$276,746,208.00	$151,000,000.00	$27,125,000.00	$6,750,000.00	$36,290,000.00	$1,000,000.00	$60,671,208.00	
Environmental Cleanup / Remediation (see environmental budget tab for additional details)	$7,000,000.00	$0.00	$0.00	$0.00	$7,000,000.00	$0.00	$0.00	
Public Improvements (on & offsite) - (see OWN - Estimate Tab for additional details)	$16,500,000.00	$0.00	$0.00	$0.00	$16,500,000.00	$0.00	$0.00	
Soft Costs								
Professional Services (Eng./Arch/Consu./Legal/PM/Other)	$6,500,000.00	$0.00	$3,250,000.00	$0.00	$3,250,000.00	$0.00	$0.00	
Commissions & Marketing	$2,500,000.00	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Financing Costs (Interest Carry/Closing/Fees/Other)	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Development Fee	$5,000,000.00	$0.00	$2,500,000.00	$0.00	$2,500,000.00	$0.00	$0.00	
Contingency and Misc. fees	$6,000,000.00	$200,000.00	$3,000,000.00	$0.00	$2,800,000.00	$0.00	$0.00	
Travel	$300,000.00	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	
Total Soft Costs	$42,300,000.00	$22,850,000.00	$10,900,000.00	$0.00	$8,550,000.00	$0.00	$0.00	
Total Development Costs	$366,546,208.00	$179,350,000.00	$38,025,000.00	$6,750,000.00	$80,750,000.00	$1,000,000.00	$60,671,208.00	

(1) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to these project are deemed Reimbursable Project Costs in addition to any cap 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 and shall 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 as determined by the TIF Contract and CID Cooperative Agreement.

(4) All certified reimbursable CID (including CID Non-Captured Costs) costs will be subject to an interest expense as contemplated in the cooperative agreement.

(5) All certified reimbursable TIF costs shall be subject to a 7.0% interest expense from the date of certification until the reimbursement amount is paid in full.

(6) Eligible TIF reimbursement amounts will be paid back under the earlier of: (a) TIF maximum reimbursable amount plus eligible interest or (b) 20 years. Eligible CID reimbursement amounts will be paid back under the earlier of: (a) CID reimbursable amount plus eligible interest or (b) 27 years

EXHIBIT F

FORM OF PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into as of the Effective Date (as hereinafter defined) by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("Seller"), and **JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision ("Purchaser"). The "Effective Date" of this Agreement shall be the date the latter of Seller and Purchaser has executed this Agreement as evidenced by the date by their signatures hereto.

RECITALS

WHEREAS, Seller is under contract to purchase that certain real property located in the City of Joplin, Jasper County, Missouri located at _____, Joplin, Missouri, as legally described and depicted on Exhibit "A" attached hereto and incorporated herein by this reference (said real property, together with all improvements, rights, privileges, rights of way, easements, and appurtenances pertaining thereto, including, without limitation, all development rights, land use entitlements, air rights, and water rights appurtenant thereto, referred to herein as the "Property"); and

WHEREAS, by Ordinance No. 2025-017, adopted February 3, 2025 and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (the "CID Act"), the City Council of the City of Joplin, Missouri (the "City") approved the Petition for Establishment of the Joplin Sports Facility Community Improvement District ("Formation Petition") and found the area described in the Formation Petition to be a blighted area, thereby creating Purchaser as a Missouri community improvement district; and

WHEREAS, the Formation 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, Purchaser is authorized to enter into this Agreement and to acquire the Property pursuant to the CID Act and Resolution No. _____ dated _____, 2026; and

WHEREAS, Purchaser intends to acquire the Property, which is located within the boundaries of the Joplin Sports Facility Community Improvement District, as part of a larger redevelopment project that includes property inside and outside of the District Area (the "Redevelopment Project"). As of the Effective Date, the boundaries of the District are legally described and depicted on the map attached as Exhibit "B" (the "District Area"). The CID Project is entirely within the District Area; and

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-018 approving the Prospect Village Tax Increment Financing Plan and Projects (the "TIF Plan") to provide additional funding for the Redevelopment Project and selected Seller as developer to implement the projects in the TIF Plan; and

WHEREAS, the parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri, with the approval of the City, will issue bonds (the "IDA Bonds") to fund the CID Project to be undertaken by Seller and Purchaser pursuant to separate agreements; and

WHEREAS, Seller, Purchaser, and the City have entered into the Cooperative Agreement dated as of _____, 2026 (the "Cooperative Agreement") establishing their respective rights and obligations regarding community improvement district operations and implementation of certain public infrastructure improvements as part of the CID Project, including: acquisition of the Property which is a portion of the property to be developed into a muti-sport facility (the "Sports Complex") and such other improvements or services within the District area as described in the Formation Petition (the "CID Project") as it may be amended from time to time; and

WHEREAS, this Agreement, the Cooperative Agreement, the TIF Plan and related agreements, and the IDA Bonds and related agreements are collectively referred to as the "Transaction Documents"; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements, conditions, and indemnities contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. AGREEMENT OF PURCHASE AND SALE. Subject to the provisions of this Agreement, at Closing (as hereinafter defined), Seller agrees to sell and deliver possession to Purchaser, and Purchaser agrees to purchase and acquire from Seller, all of Seller's right, title, and interest in and to the Property.

2. PURCHASE PRICE. The purchase price to be paid by Purchaser to Seller for the Property shall be _____ **and No/100 Dollars ($_____)** (the "Purchase Price"). The Purchase Price is a gross price and is not based on the exact amount of acreage contained in the Property. Subject to the terms hereof, the Purchase Price will be payable to Seller in funds available for immediate credit on the Closing Date (as hereinafter defined) and is subject to adjustments as provided in this Agreement. The parties acknowledge that the proceeds of the IDA Bonds are Purchaser's sole source of funds to purchase the Property and that Purchaser shall have no obligation to purchase the Property with any other source of funds.

3. ESCROW AGENT; TITLE COMPANY. First American Title Insurance Company, c/o Stephanie Quisenberry, 1201 Walnut Street, Suite 700, Kansas City, Missouri 64106 (the "Escrow Agent" or the "Title Company"), will act as the escrow agent and will issue title insurance, together with such endorsements as Purchaser may request, in connection with the transaction contemplated herein.

4. CLOSING.

(a) The execution and delivery of the documents and instruments for the consummation of the purchase and sale pursuant hereto (the "Closing") will take place on the date on which Seller acquires title to the Property, which is anticipated to be on the same date as the closing on the IDA Bonds or such other date as Seller and Purchaser may mutually agree (the "Closing Date"), through an escrow with the Escrow Agent and in accordance with this Agreement. Seller shall provide Purchaser with reasonable notice as to the exact Closing Date. The parties agree that neither party is required to attend Closing in person and the Closing may be coordinated as a "mail-in" closing.

(b) At the Closing, Seller shall execute and deliver the following documents to the Escrow Agent (collectively, the "Closing Documents"): (i) an original Special Warranty Deed (the "Deed") in proper recordable and insurable form and as approved by Purchaser and the Title Company, subject only to the Permitted Exceptions (as hereinafter defined), (ii) an original affidavit from Seller as to the non-foreign status of Seller (or if Seller is a foreign person, Seller will deliver to Purchaser a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended), (iii) a settlement statement prepared by the Escrow Agent showing all of the payments, adjustments and prorations provided for in this Agreement or otherwise agreed upon between Seller and Purchaser (the "Settlement Statement"), and (iv) if applicable as mutually determined by Seller and Purchaser, an original assignment of all assignable intangibles applicable to the Property (each including, without limitation, all permits, licenses, warranties, approvals, and the like from any governmental authority having authority over land development in the city, county, and/or state in which the Property is located) in a form to be mutually agreed upon by Seller and Purchaser (the "Assignment of Intangible Property").

(c) At Closing, Purchaser shall deliver the following to the Escrow Agent: (i) Purchaser's executed counterpart to the Settlement Statement, (ii) Purchaser's executed counterpart to the Assignment of Intangible Property, if applicable, and (iii) the Purchase Price, subject to the prorations and adjustments described in this Agreement.

(d) The parties agree to do such other acts and execute and deliver such other documents and instruments as are reasonably necessary or desirable for the consummation of the transaction contemplated hereby.

5. SURVEY, TITLE, AND ENVIRONMENTAL ASSESSMENT REPORT.

(a) At Closing, title to the Property shall be conveyed to Purchaser free from all liens, encumbrances, encroachments and other exceptions to title except (i) matters caused by Purchaser or the activities of Purchaser or its agents, employees, consultants, contractors and representatives on the Property, (ii) real estate taxes and assessments not yet due and payable for the year in which the Closing occurs, and (iii) those matters which are deemed to be Permitted Exceptions pursuant to Subsection 5(e) below (the matters in clauses (i) through (iii) of this Subsection 5(a) are herein collectively referred to as the "Permitted Exceptions").

(b) Within ten (10) days after the Effective Date, Seller shall, at Seller's sole expense, cause to be prepared or provide to Purchaser a current ALTA/NSPS Land Title Survey

("Survey") of the Property, prepared by a Registered Public Surveyor and certified in favor of Seller, Purchaser, and the Escrow Agent. The Survey shall conform to current ALTA/NSPS Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and shall be, in all respects, acceptable to Purchaser and the Title Company.

(c) Within ten (10) days after the Effective Date, Seller shall cause the Title Company to deliver to Purchaser an ALTA title commitment (the "Title Commitment") for the issuance of an owner's policy of title insurance in the amount of the Purchase Price insuring Purchaser's fee simple title to the Property, subject to the Permitted Exceptions, as of the Closing Date (the "Title Policy"), along with legible copies of all recorded instruments referenced within the Title Commitment, the vesting deed, all plats and surveys of record of the Property, or any portion thereof, and tax certificates (the "Supporting Title Documents").

(d) Seller, at Seller's sole expense, shall obtain and provide to Purchaser a current Phase I environmental assessment report, and any such subsequent environmental assessment report as recommended by the initial report, performed on the Property, which shall not be dated more than one hundred eighty (180) days before the Closing Date (the "Environmental Assessment Report"). The Environmental Assessment shall be certified to Seller, Purchaser, and the Title Company, and Purchaser shall be able to rely on the Environmental Assessment in all respects in connection with Purchaser's acquisition of the Property.

(e) Purchaser shall have until expiration of the Due Diligence Period in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment, the Supporting Title Documents, the Survey, or the Environmental Assessment Report ("Objection Notice"). Within ten (10) days after receipt of Purchaser's Objection Notice ("Seller's Response Period"), Seller shall notify Purchaser in writing whether or not Seller elects to attempt to cure the objections contained in the Objection Notice by or before the Closing Date. In the event Seller is unable or unwilling to cure any objectionable matter by or before the Closing Date, then Purchaser may, at Purchaser's option, within ten (10) days after Seller's Response Period, either (i) terminate this Agreement, in which case this Agreement shall automatically terminate effective as of such date, and the parties shall have no further rights or obligations hereunder, or (ii) waive such objections not cured and proceed to Closing. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of said ten (10)-day period, Purchaser shall be deemed to have elected to waive any such uncured objections and proceed to Closing. Notwithstanding the foregoing, any non-monetary liens and encumbrances voluntarily placed on record against the Property by Seller (and without the written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole and absolute discretion) after the Effective Date, any and all monetary liens and security interests voluntarily placed on record prior to or after the Effective Date, and any mechanics' liens shall be deemed objected to by Purchaser, whether or not Purchaser raises such objections in its Objection Notice. Any matter disclosed on the Title Commitment, the Survey, or the Environmental Assessment Report which is waived or not objected to by Purchaser shall be deemed a "Permitted Exception."

6. DUE DILIGENCE PERIOD.

(a) Purchaser shall have thirty (30) days after the Effective Date to determine if the Property is suitable to Purchaser, in its sole discretion (the "Due Diligence Period"). Without limitation, during the Due Diligence Period, Purchaser may, upon seventy-two (72) hours' prior

notice to Seller, conduct such inspections of the Property, determine general code requirements for development of the Property for Purchaser's intended use, and conduct any such other investigations of the Property as Purchaser deems necessary. Prior to entry onto the Property, Purchaser or its contractors entering the Property will provide Seller with reasonable proof of commercial liability insurance and applicable workmen's compensation insurance with general liability coverage in an amount of not less than One Million and No/100 Dollars ($1,000,000.00), naming Seller as an additional insured. Purchaser agrees to provide a certificate of insurance evidencing such coverage and endorsement to Seller before commencing any of the activities provided for in this Subsection 6(a) and further agrees that such insurance shall be maintained in full force and effect until the completion of Purchaser's inspections.

(b) To the extent permitted by Missouri law, Purchaser hereby agrees to indemnify and hold Seller harmless from all cost and expense resulting from any claims or damages caused by such inspections, examinations, and tests, including the reasonable attorney's fees and court costs incurred by Seller in the defense of any claims, damages, or in the quieting of title in the name of Seller with respect to any mechanic or other liens filed by third parties seeking to collect such claims or damages (the "Purchaser's Indemnity Obligations"), provided, however, that Purchaser shall not be liable nor have any indemnification obligations for the following, without limitation: (i) any pre-existing conditions on the Property that are discovered by Seller or Purchaser during the course of their respective inspections, investigations, or tests of the Property, and (ii) claims or damages caused by or resulting from the gross negligence of Seller. Purchaser's Indemnity Obligations, if any, shall survive the Closing or the earlier termination of this Agreement for any reason.

(c) Notwithstanding anything contained herein to the contrary, Purchaser may elect to terminate this Agreement, for any reason or no reason, by giving Seller written notice of Purchaser's intent to terminate on or before the end of the Due Diligence Period. In the event such notice is given pursuant to this Subsection 6(c), then neither Seller nor Purchaser shall have any further obligations or rights under this Agreement, except as otherwise provided herein. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of the Due Diligence Period, Purchaser shall be deemed to have elected to waive its right to terminate this Agreement.

7. CONDITION OF PROPERTY; DAMAGE; CONDEMNATION. If, prior to Closing, any portion of the Property is permanently taken under the power of eminent domain or any access to the Property is destroyed due to casualty or permanently taken under the power of eminent domain, Purchaser may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement (the "Termination Notice") within fourteen (14) days after receiving notice of such destruction or permanent taking. If Purchaser does not provide such Termination Notice within such fourteen (14)-day period, the transaction contemplated herein shall be consummated on the Closing Date and at the full Purchase Price, and Seller shall assign to Purchaser the physical damage proceeds of any insurance policy payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price, and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss. If Purchaser elects to terminate this Agreement pursuant to this Section 7, the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination according to this Agreement. Notwithstanding the foregoing, the risk of loss, damage, or destruction to any of the Property shall remain with Seller until the Closing.

8. WARRANTIES AND REPRESENTATIONS.

(a) Seller hereby warrants and represents to Purchaser as follows:

(i) Seller is duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(ii) This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Seller is not a "foreign person," "foreign trust" or "foreign corporation" (as those terms are defined in the Internal Revenue Code of 1986, as amended, and related Income Tax Regulations).

(iv) Seller is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control of the Department of Treasury ("OFAC") (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(v) No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Seller's knowledge, has been threatened in writing, against Seller.

(b) Purchaser hereby warrants and represents to Seller as follows:

(i) Purchaser is duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Purchaser is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of OFAC of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(iv) Purchaser is not a "Plan", nor a Plan "Fiduciary", nor an entity holding "Plan Assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor, to the best of Purchaser's knowledge, an entity whose assets are deemed to be Plan Assets under ERISA, Purchaser is acquiring the Property for Purchaser's own personal account and, to the best of Purchaser's knowledge, the Property shall not constitute Plan Assets subject to ERISA upon conveyance of the Property by Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or Purchaser's representation is found to be false or misleading in any respect.

(c) All warranties and representations shall be true as of the Effective Date and as of the Closing Date, and shall survive Closing, as set forth in Section 23 below.

(d) With exception of anything contained in this Agreement and any other documentation or communication delivered in accordance herewith, Purchaser acknowledges that (i) it is purchasing the Property "as is" with all its faults, and that except as specifically provided in this Agreement, Seller has made no representation or warranty whatsoever about the Property or the Property's condition, fitness for any particular use, value, or otherwise, (ii) Purchaser shall be fully responsible for making whatever investigations of the Property it desires to make, and (iii) in connection with its purchase of the Property, Purchaser shall rely solely upon its own judgment and the judgment of its own experts and whatever inspections and valuations of the Property that Purchaser may elect to perform or have performed.

(e) Each party hereby agrees to indemnify and hold harmless the other such party from and against any liability, cost, damage, loss, claim, expense, or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against said other party as a result of any breach of any of the warranties or representations contained in this Section 8; provided, however, that Purchaser's indemnification obligations under this subsection are limited to the extent permitted under Missouri law.

9. CONDITIONS PRECEDENT.

(a) Purchaser's obligation to purchase the Property and pay the Purchase Price is expressly contingent upon the following:

(i) Seller shall have performed and observed, in all material respects, all covenants of Seller under this Agreement and the Transaction Documents to which Seller is a party and Seller shall not be in default under this Agreement or any Transaction Document to which Seller is a party;

(ii) The representations and warranties made by Seller in this Agreement shall be true and correct as of the Closing Date;

(iii) The IDA Bonds shall have been issued and IDA Bonds proceeds shall have been allocated and be available as of the Closing Date in an amount sufficient

to pay the Purchase Price and any other Closing costs or fees payable by Purchaser under this Agreement, including, without limitation, Purchaser's attorney's fees; and

(iv) Seller shall have acquired fee simple title to the Property.

(b) Seller's obligation to sell the Property to Purchaser is expressly contingent upon the following:

(i) Purchaser shall have performed and observed, in all material respects, all covenants of Purchaser under this Agreement and the Transaction Documents to which Purchaser is a party and Purchaser shall not be in default under this Agreement or any Transaction Documents to which Purchaser is a party;

(ii) The representations and warranties made by Purchaser in this Agreement shall be true and correct as of the Closing Date; and

(iii) Seller shall have acquired fee simple title to the Property.

10. BROKERAGE COMMISSION. Seller warrants and represents to Purchaser that it has not incurred any liability for any brokerage fee or commission in connection with the execution and delivery of this Agreement, the Property, or the consummation of the transaction contemplated hereby. Neither party hereto has had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or finder perfects a claim for a commission or finder's fee, the party responsible for the contact or communication on which the broker or finder perfected such claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same; provided, however, that Purchaser's indemnification obligations under this section are limited to the extent permitted under Missouri law. The provisions of this Section 10 shall survive the Closing or the earlier termination of this Agreement. **[THE PRINCIPAL OF SELLER IS A LICENSED REAL ESTATE BROKER FOR WOODSONIA REAL ESTATE, INC.]**

11. TAXES; EXPENSES; CLOSING ADJUSTMENTS.

(a) All customarily proratable items, including, without limitation, assessments and real estate taxes, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and Purchaser being charged and credited for all of the same relating to the period on and after the Closing Date. Purchaser is a tax exempt entity and the parties anticipate that the Property will be exempt from taxation for so long as Purchaser is the owner of the Property. To the extent that the Property is part of a larger tax parcel, the square footage of the Property as compared to the square footage of the larger tax parcel shall be taken into account when calculating the prorations as contemplated herein. If the amount of any such proratable item is not known on the Closing Date, such item shall be apportioned on the basis of the comparable period of the prior year and shall be considered final as of the Closing Date.

(b) Costs, expenses, and fees incurred in connection with the transaction contemplated herein shall be allocated as follows:

(i) Seller shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost of preparation of the Deed and any other instruments or documents required to be delivered by Seller to Purchaser at Closing, (C) the cost to cure any title defects, if any, including, without limitation, the cost to record any necessary documents against the Property, including any costs related to the release of all monetary encumbrances on the Property at or prior to Closing, and (D) the costs and expenses of Seller's legal representation, if any.

(ii) Purchaser shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost to record the Deed, (C) the cost of the Title Commitment, the title examination, and the Title Policy, including any endorsements to the Title Policy and the cost of any extended coverage, (D) the title insurance premium for any loan title insurance policy issued in connection with the transaction contemplated herein and the cost of any endorsements issued in connection with such title insurance policy, and (E) all intangible taxes or any other charges in connection with recording a deed of trust, if any. Notwithstanding the foregoing, it is anticipated and expected that proceeds from the IDA Bonds will pay for all costs incurred by Purchaser in connection with this transaction. To the extent that the IDA Bond proceeds are insufficient to pay for Purchaser's costs under this Agreement, Seller shall be responsible for paying for all such costs at closing, including Purchaser's attorney's fees. The parties acknowledge that Seller may seek reimbursement from Purchaser as provided in the Cooperative Agreement.

12. DEFAULT; REMEDIES.

(a) If Purchaser defaults hereunder, including, without limitation, Purchaser's breach of Purchaser's Indemnity Obligations, Seller may terminate this Agreement by notice to Purchaser, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Seller may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Seller's right to recover, as damages, Seller's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Purchaser has agreed to indemnify Seller under the terms of Purchaser's Indemnity Obligations.

(b) If Seller defaults hereunder, including, without limitation, Seller's breach of its indemnification obligations under this Agreement, then Purchaser may terminate this Agreement by notice to Seller, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Purchaser may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Purchaser's right to recover, as damages, Purchaser's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Seller has agreed to indemnify Purchaser under the terms of this Agreement.

13. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective successors and assigns. Purchaser may assign an

interest in this Agreement or otherwise designate the City or another political subdivision to accept title to all of the Property upon the prior written consent of Seller, which consent may be withheld at Seller's sole discretion, and subject to the prior approval of the City or other political subdivision.

14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Missouri.

15. NOTICES. Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier (i.e., Federal Express), or by electronic mail, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this Section 15. Except where otherwise provided herein, all such notices shall be deemed to have been given as of the date of delivery if personally delivered, as of three (3) days after posting in the United States Mail if sent by certified or registered mail, as of one (1) business day after mailing if sent by a recognized overnight carrier, or on the date of sending if sent by electronic mail. Said notice addresses for each party are as follows:

To Seller:
Prospect Village LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: drew@woodsonia.net
Phone: 402-669-1163

With copy to:
Prospect Village LLC
Attn: Natalie Wordekemper, General Counsel
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: natalie@woodsonia.net
Phone: 402-650-2764

To Purchaser:
Joplin Sports Facility Community Improvement District
Finance Department
602 South Main Street
Joplin, Missouri 64801
Attn: _____, Chairman
Email: _____
Phone: _____

16. CALCULATION OF DATES. In the event that the last day for giving notice hereunder or for the performance of any obligation hereunder, or any other date hereunder, including Closing, falls upon a Saturday, Sunday, the Friday immediately following Thanksgiving, or a legal holiday, the last day for said notice or performance shall be deemed to be the next day which is neither a Saturday, Sunday, the Friday immediately following Thanksgiving, nor a legal holiday.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and cannot be amended or supplemented except by written agreement signed by all parties.

18. COUNTERPARTS & ELECTRONIC DELIVERY. This Agreement may be executed in one or more counterparts, each of which shall be deemed one instrument and all of the counterparts together shall constitute one and the same instrument. To expedite the transaction contemplated herein, electronic or facsimile signatures may be used in place of original signatures on this Agreement and any amendments thereto. Seller and Purchaser intend to be bound by the signatures on such document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

19. CAPTIONS. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

20. SEVERABILITY. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed, in all respects, as if such invalid or unenforceable provision were omitted.

21. SECTION 1031 EXCHANGE. Either Seller or Purchaser, through the use of a qualified intermediary, may transfer or acquire the Property, or a portion of interest therein, through a tax-free exchange, deferred exchange, or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however, (a) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing; (b) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity, in any respect, for any matters in connection with any such exchange other than payment of the Purchase Price in exchange for the conveyance to Purchaser of fee simple title to the property, subject only to those matters permitted under this Agreement; and (c) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability, and expense in connection with such exchange.

22. TIME OF ESSENCE. Time is of the essence of this Agreement.

23. SURVIVAL. The indemnities set forth herein will survive the Closing or any termination of this Agreement, and the warranties and representations set forth herein shall survive the Closing.

24. ATTORNEYS' FEES. In the event of any dispute regarding the terms of this Agreement, if either party employs attorneys to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs incurred.

25. 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.

26. CID PROJECT COMPLETION. The acquisition and development of the Property for the Sports Complex is a part of the CID Project. After Purchaser acquires the Property and the CID Project is complete, the CID Project shall be owned and maintained as provided in the Cooperative Agreement. The Cooperative Agreement contemplates that the Sports Complex will be titled in the name of the Purchaser.

[Remainder of page left blank intentionally. Signatures on following page(s).]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed, and delivered by the parties hereto, as of the day and year written below.

SELLER:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Manager

Date: _____

PURCHASER:

JOPLIN SPORTS FACILITY COMMUNITY IMPROVEMENT DISTRICT,
a Missouri community improvement district and political subdivision

By: _____

_____, Chairman

Date: _____

EXHIBIT "A"

Legal Description and Survey of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

SURVEY OF PROPERTY ON NEXT PAGE

EXHIBIT "B"

Legal Description and Map of the District Boundary

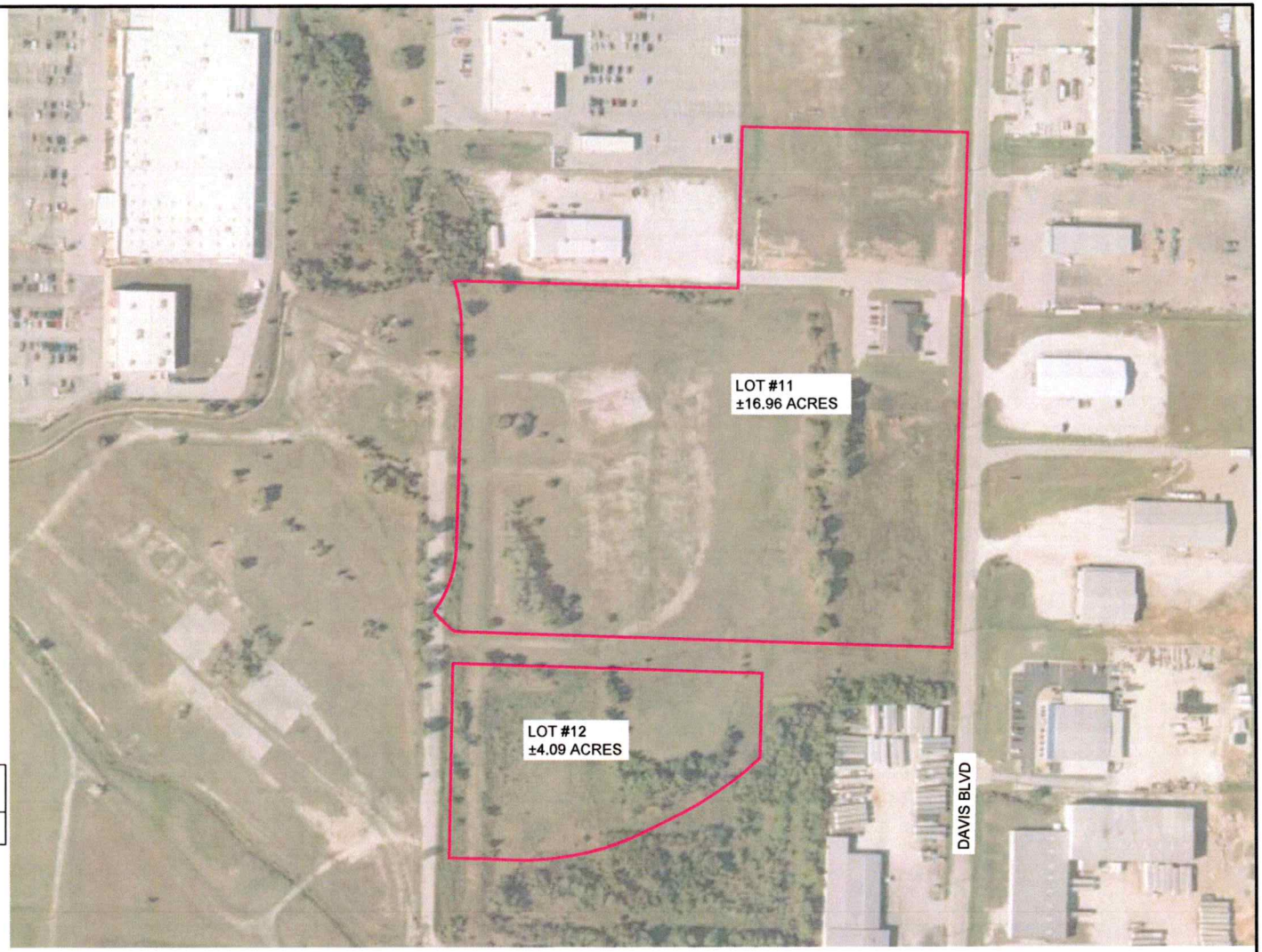
<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT ON NEXT PAGE

EXHIBIT G

LEGAL DESCRIPTION AND MAP OF SPORTS COMPLEX PROPERTY

[legal description to be provided after survey and prior to execution of Agreement]



N

LEGEND	
	PROPERTY BOUNDARY

1"=200'

200' 0 100' 200' 400'

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

SPORTS COMPLEX

LAND EXHIBIT

DAVIS BOULEVARD, JOPLIN, MO

DRAWN BY: KM

DATE: 02-19-2026

G:\Shared drives_01_Land Development Eng_Projects\JO1\2023\23JO10065 International Paper - Infrastructure and Mass Grading\010 Civil\CAD\Base Files\EXHIBITS\Parcel Exhibits\23JO10065_Sports Complex Land Acquisition_021926.dwg SPORTS COMPLEX LOT
Feb 19, 2026 - 11:22am Plotted by: kmiller_weareown

COUNCIL BILL NO. 2026-504 **ORDINANCE NO.**

AN ORDINANCE 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 said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective.

WHEREAS, on February 3, 2025, the City Council of the City of Joplin, Missouri ("the City") adopted Ordinance No. 2025-017, creating the Joplin Sports Facility Community Improvement District (the "CID") pursuant to the petition to form the CID and Sections 67.1401 to 67.1571 RSMo, 2016, as amended, and approving the form of a cooperative agreement; and

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-018, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected Prospect Village, LLC (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, on March 4, 2025, the Board of Directors of the CID imposed a CID sales tax at the maximum rate of one percent (1%) which was approved by the voters of the CID on March 28, 2025, and the Missouri Department of Revenue began collecting the tax on July 1, 2025; and

WHEREAS, the TIF Plan and the petition to form the CID approved by Ordinance No. 2025-017 contemplate funding by the CID of certain improvements located within the boundaries of the CID that will also benefit the property owners of the CID; and

WHEREAS, the City, the CID, and the Developer have reached agreement on the terms of a cooperative agreement in the form of a Cooperative Agreement among the City of Joplin, Missouri, Joplin Sports Facility Community Improvement District, and Prospect Village, LLC (the "Cooperative Agreement") to set forth their respective rights, duties, and obligations regarding the use of CID revenues and construction of said improvements within the boundaries of the CID; and

WHEREAS, the City Council desires to approve the Cooperative Agreement 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 Cooperative Agreement among the City of Joplin, Missouri, Joplin Sports Facility Community Improvement District, and Prospect Village, LLC, attached hereto as Exhibit A is approved and the City Manager is authorized to execute said agreement on behalf of the City. The Cooperative Agreement attached hereto as Exhibit A shall supersede and replace the form of cooperative agreement previously approved by Ordinance No. 2025-017.

Section 2. 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 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. That this Ordinance shall become effective on March 17, 2026.

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

day of _____, 2026, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

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

[see attached]

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-505 – Approving a Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC

MEETING DATE
March 2, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-505 Ordinance; Exhibit "A" Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement 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 Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC, for the acquisition of property and construction of site improvements and environmental remediation associated with the Prospect Village redevelopment project.

BACKGROUND
On February 3, 2025, the City Council adopted Ordinance No. 2025-018 approving a tax increment financing plan for the Prospect Village redevelopment project. The 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 public park, a major anchor tenant and additional retail and hotel space totaling approximately 186,300 square feet, and approximately 375 multifamily housing units along with construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements.

This Council Bill relates to the Woodsonia Marketplace CID which is the second of the two community improvement districts associated with the redevelopment project. The first CID, the Sports Facility CID, was created by Ordinance No. 2025-017 on February 3, 2025 and has imposed a CID sales tax to fund the construction of the public indoor sports complex and outdoor fields. The second CID, the Woodsonia Marketplace CID, was created by Ordinance No. 2025-170 on November 17, 2025 and has imposed a CID sales tax to fund public improvements and other site improvements necessary for the overall project including property acquisition, remediation of numerous environmental conditions, mass grading of much of the property to be redeveloped, and remediation of blighting conditions.

The City, the Woodsonia Marketplace CID, and the Developer are the parties to the Sports Facility CID Cooperative Agreement. The main provisions of this Cooperative Agreement are as follows:

- The Agreement describes the obligations of the parties regarding the CID Project. The Developer will be responsible for acquisition and construction of certain improvements including raising significant portions of the property within the CID out of the flood plain, remediation of numerous environmental conditions, mass grading of much of the property, acquisition of real estate for the Sports Complex, acquisition of land for a public park, design and construction of the public park, and construction of streets, utility improvements, sidewalks, storm water improvements, and other site improvements. The improvements will be designed and constructed by the Developer pursuant to the terms of a separate Developer Agreement between the CID and the Developer.

- The Agreement provides that funding of the costs associated with the CID Project are 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.

EXHIBIT "A"

COOPERATIVE AGREEMENT

among the

CITY OF JOPLIN, MISSOURI,

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT,

and

PROSPECT VILLAGE, LLC

Table of Contents

Page

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS 6
Section 1.1 Recitals and Exhibits 6
Section 1.2. Definitions 6
ARTICLE 2: REPRESENTATIONS 11
Section 2.1. Representations by the District 11
Section 2.2. Representations by the City 11
Section 2.3. Representations by Developer 12
ARTICLE 3: COLLECTION OF FUNDS 13
Section 3.1. Imposition of the CID Sales Tax 13
Section 3.2. Administration and Collection of the CID Sales Tax 13
Section 3.3. District Operating Costs 14
Section 3.4. Enforcement of the CID Sales Tax 15
Section 3.5. Distribution of the CID Sales Tax Revenue 15
Section 3.6 Use of Captured CID Sales Tax Revenue 15
Section 3.7. Modification of the CID Sales Tax and Termination of the District. 16
ARTICLE 4: ACQUISITION AND FINANCING CID PROJECT 16
Section 4.1. Acquisition of Land 16
Section 4.2. Design and Construction of CID Project 17
Section 4.3. Financing the CID Project 18
Section 4.4. Certificate of Completion and CID Reimbursable Project Costs 19
Section 4.5 Reserved 20
Section 4.6 New CID Projects 20
Section 4.7. District Eligible Services 20
ARTICLE 5: SPECIAL COVENANTS 20
Section 5.1. Records of the District 20
Section 5.2. Records 21
Section 5.3. Notice to and Consent by Tenants and Transferees 21
Section 5.4. Developer's Obligations to the City under Bond or Surety 22
Section 5.5. Annual Budget 22
Section 5.6. Board of Directors 22
ARTICLE 6: DEFAULTS AND REMEDIES 23
Section 6.1. Events of Default 23
Section 6.2. Remedies on Default 23
Section 6.3. Rights and Remedies Cumulative 23
Section 6.4. Waiver of Breach 23
Section 6.5. Excusable Delays 23
ARTICLE 7: MISCELLANEOUS 23
Section 7.1. Effective Date and Term 23
Section 7.2. Notice 24
Section 7.3. Immunities 25
Section 7.4. Modification 25
Section 7.5. Applicable Law; Common Representation 25

Section 7.6. Validity and Severability 26
Section 7.7. Execution of Counterparts 26
Section 7.8. City Approvals 26
Section 7.9. District Approvals 26
Section 7.10. Developer Approvals 26
Section 7.11. Successors and Assigns; Assignment of Developer's Obligations 26
Section 7.12. Recording of Agreement 27

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. Form of Easement Agreement

G. Form of Purchase and Sale Agreement for property District will be Acquiring

H. Form of Developer Agreement

I. Depiction Showing Public Park Area to be Acquired by the District

J. Depiction Showing Portion of Public Park Area to be Acquired by Easement

K. Depiction Showing Public Right of Way and Detention Facilities to be Acquired by the District

L. Legal Description and Map – Sports Complex Property

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of _____, 2026, among the CITY OF JOPLIN, MISSOURI, a constitutional charter city and a political subdivision of the State of Missouri (the "City"), the WOODSONIA MARKETPLACE 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 February 3, 2025, the City Council adopted Ordinance No. 2025-018, 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, on February 3, 2025, the City Council adopted Ordinance No. 2025-017 establishing the Joplin Sports Facility Community Improvement District and on March 28, 2025, the voters of said district approved the imposition of a CID sales tax to fund the design and construction of a Sports Complex facility; and

WHEREAS, on October 15, 2025, the Petition for the Creation of the Woodsonia Marketplace Community Improvement District (the "Petition") was filed with the City Clerk requesting that the City Council establish the District; and

WHEREAS, on November 17, 2025, the City Council adopted Ordinance No. 2025-170, 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 November 19, 2025, the Board of Directors imposed the CID Sales Tax at the maximum rate of one percent (1%) which was approved by the voters of the District on December 16, 2025, and the DOR will begin collecting the tax on April 1, 2026; and

WHEREAS, the Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri (the "IDA") 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 District 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, of 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 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.

“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 Bond Project Costs” means that portion of the CID Project as described in **Exhibit E-2** attached hereto, which costs may fluctuate and may be amended from time to time, to be

funded solely and directly 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, all other reimbursable expenses of the 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) the costs set forth in **Exhibit E-1** and **E-2**, which budgets are subject to amendment upon agreement of the parties, including the purchase of land currently estimated at 22 acres at $12.00 per square foot for the Sports Complex Property, the Roberts Medical Building property acquisition and relocation, the appraised value for the purchase of land to be used as the Public Park, and the appraised value for right of way and detention facilities, and 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 Operating Account” means the account as further described in **Section 3.3.B.** established by the District with the CID Revenue Account 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, construction and improvement of certain improvements including but not limited to raising significant portions of the District out of the flood plain, remediation of numerous environmental conditions, mass grading of much of the District property, acquisition of real estate for the Sports Complex, acquisition of land for the Public Park Area, design and construction of the Public Park, acquisition of right of way and detention facilities, 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. A depiction showing the portion of the Public Park Area to be acquired by the District is shown in **Exhibit I**. A depiction showing the portion of the Public Park Area for which the City will grant the District an easement is shown in **Exhibit J**. A depiction showing the public right of way and detention facilities to be acquired by the District is shown in **Exhibit K.** A depiction showing the Sports Complex Property to be acquired by the District is shown in **Exhibit L**.

"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, all other reimbursable expenses of the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire property for 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) the costs set forth in **Exhibit E-1** and **E-2**, which budgets are subject to amendment upon agreement of the parties, including the purchase of land currently estimated at 22 acres at $12.00 per square foot for the Sports Complex Property, the Roberts Medical Building property acquisition and relocation, the appraised value for the purchase of land to be used as the Public Park, and the appraised value for right of way and detention facilities, and 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 Revenue Account” means the master trust fund established by the District to be known as the “The Woodsonia Marketplace 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 (in the event Obligations are issued) and pay Operating Costs and CID Reimbursable Project Costs in accordance with this Agreement.

"CID Sales Tax" means the 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 the 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 which will be made available for payment of CID Reimbursable Project Costs.

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

“Developer Agreement" means the separate Developer Agreement between the Developer and the District pursuant to which the Developer shall construct the CID Project in the form attached hereto as **Exhibit H**.

“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 including but not limited to the Missouri Department of Natural Resources and US Army Corps of Engineers, 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 or other eligible issuer 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 to the extent they are issued, 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 whether short term, temporary or permanent financing issued by the CID, 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.

"Public Park" means the park to be designed and constructed by the Developer pursuant to this Agreement and the Developer Agreement and funded by the Sports Facility CID pursuant to the Sports Facility Cooperative Agreement. The Parties and the Sports Facility CID shall approve the final design of the Public Park prior to construction following a public charrette in consideration of the costs of ongoing maintenance of the Public Park.

"Public Park Area" means the area shown on **Exhibit I** and **Exhibit J**.

"Purchase and Sale Agreement" means the separate Purchase and Sale Agreement(s) between the Developer and the District, and the District and the City, as applicable, pursuant to which the Developer shall sell and the District shall purchase (A) the Sports Complex Property, (B) the site of the Public Park Area not within the easement granted by the City to the District, and (C) right of way and detention facilities, which agreement(s) shall be in the form attached hereto as **Exhibit G**.

"Sports Complex" means the approximately 135,000 square foot multi-sport facility to be constructed by the Developer pursuant to the Sports Facility Cooperative Agreement, the developer agreement related to the multi-sport facility, and the TIF Contract.

"Sports Complex Property" means the property described in **Exhibit L**.

"Sports Facility CID" means the Joplin Sports Facility Community Improvement District established by Ordinance No. 2025-017 of the City on February 3, 2025.

"Sports Facility Cooperative Agreement" means the cooperative agreement between the Sports Facility CID, the City, and the Developer.

"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 dated August 11, 2025.

"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.

"Underwriter" means the underwriting firm selected by the District and the Developer, relating to the sale, purchase and delivery of the Obligations.

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 adopted Resolution No. 2025-03 on November 19, 2025, imposing the CID Sales Tax within the District's boundaries, subject to qualified voter approval. The voters of the District approved the CID Sales Tax on December 16, 2025, and collection of the CID Sales Tax by the DOR will begin on April 1, 2026. 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 to the extent Obligations are issued. 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 to the extent Obligations are issued.

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 including payment on a pay as you go basis until such time as Obligations are issued.

B. In the event that Obligations are issued, 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.

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 CID 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 or proceeds of Obligations. To facilitate formation of the District and construction of the CID Project, the Developer incurred CID Reimbursable Project Costs. The District shall reimburse Developer or directly pay such formation costs with CID Sales Tax Revenue or the proceeds of Obligations.

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 an exhibit 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 CID Sales Tax Revenue, 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. The CID Sales Tax Revenue which is captured as economic activity tax under the TIF Plan or applicable Missouri law shall be made available to pay CID Reimbursable Project Costs.

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 Ordinance No. 2025-170 adopted on November 17, 2025, 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, if any, 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. 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, (B) the site of the Public Park Area not within an easement to be granted by the City, and (C) right of way and detention facilities. The Developer shall sell such land to the District and the District shall purchase such land from the Developer pursuant to the terms and conditions of the Purchase and Sale Agreement for each site. The District's sole source of funds to acquire the land is CID Sales Tax Revenue or the proceeds of the Obligations. The purchase price for the acquisition of the land will include $12.00 PSF for the purchase of land for the Sports Complex Property, the amount included in **Exhibit E-2** for the Roberts Medical Building acquisition and relocation, the appraised value for the purchase of land to be used as

the Public Park, and the appraised value for right of way and detention facilities.

The City will grant an easement to the District for a portion of the Public Park Area. The District will acquire the Public Park Area not subject to such easement from the Developer and the District and/or Developer will be responsible for maintenance of the Public Park during the period of ownership. Upon expiration of the life of the District, the District agrees to convey the Public Park to the City and the City agrees to accept title. The Easement Agreement shall be in the form attached hereto as **Exhibit F**. The depiction showing the portion of the Public Park to be acquired by the District is shown in **Exhibit I**. The depiction showing the portion of the Public Park for which the City will grant the District an easement is shown in **Exhibit J**.

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 Developer Agreement. The City and District shall work in good-faith with the Developer to develop the plans, specifications, and ultimate design of the CID Project. 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. The Developer will coordinate with the District and the City the design and construction of the CID Project. The Developer shall be solely responsible to select and contract for such professional service consultants for the design and construction of the CID Project as it deems necessary or desirable, subject to the requirements in **Section 4.3** for funding of such costs. The Developer shall submit plans and specifications for each phase of the CID Project to the City or any other local or state governmental entity that has jurisdiction over the permitting of such phase. Within forty-five (45) days after receiving plans and specifications for any phase of the CID Project, the City shall approve such plans and specifications or notify the Developer of any changes required by the City. If the City requires changes, the Developer shall cause the plans and specifications to be modified. Thereafter, the Developer shall submit the modified plans and specifications to the City. In no case shall construction begin on any phase of the CID Project until and unless the City (or any local or state governmental entity that has jurisdiction over the permitting of such phase) has approved the plans and specifications.

C. As a part of the CID Project, the Developer shall cause site work and environmental remediation work to be performed on the Sports Complex Property in order for the property to be conveyed by the District to the Sports Facility CID at such time as it is determined by the City and Sports Facility CID that such work is complete and the site is ready for the construction of the Sports Complex to proceed, all pursuant to a purchase and sale agreement and the terms of the Sports Facility Cooperative Agreement. The Sports Facility CID shall thereafter fund and the Developer shall construct the Sports Complex pursuant to the terms of the Sports Facility Cooperative Agreement and a developer agreement between the Sports Facility CID and the Developer.

D. 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 as mutually agreed upon between the parties.

E. 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.

F. 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 Developer Agreement.

Section 4.3. Financing the CID Project.

A. The provisions of this **Section 4.3** shall apply only in the event that Obligations are issued. The IDA or other eligible issuer may 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 land described in such exhibit and in this Agreement. Pursuant to the Financing Documents, the Developer will be reimbursed from proceeds of the Obligations for CID Bond Project Costs incurred.

Developer will coordinate selection of the Underwriter for issuance of Obligations and assist in the assumptions and development of the terms for a financing transaction. The financing structure, features, timing, schedule and principal amount available for funding of the CID Project shall be acceptable to Developer in its sole discretion such that sufficient proceeds are available as and when required for completion of the CID Project.

B. The Obligations shall be payable solely from the CID Sales Tax Revenue, any amount captured as economic activity taxes by the TIF Plan, the proceeds of the Obligations, and from such other sources as agreed upon by the parties. 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.

The City and the District agree that Developer will be provided from proceeds of Obligations, one hundred percent (100%) of the property acquisition costs as set forth in **Exhibit E-1** and **E-2**. pursuant to a Purchase and Sale Agreement.

The remaining proceeds of Obligations shall be applied to the balance of CID Reimbursable Project Costs.

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.

G. 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 and the Office of the Recorder of Deeds for Newton County, Missouri.

C. Whether or not the Obligations are issued, so long as there is CID Sales Tax Revenue available that is not pledged to the Trustee and CID Sales Tax proceeds are disbursed on a pay as you go basis, Developer shall submit its request for certification of CID Reimbursable Project Costs (“Reimbursement Certificate”) to the District and the City Finance Director using substantially the form attached as **Exhibit C** for such costs incurred by Developer, within sixty (60) days of incurring such costs. Developer shall provide itemized invoices, receipts, or other information, if any, to confirm that any submitted cost has been so incurred and qualifies as a CID Reimbursable Project Cost. If the District and the City Finance Director determine, in their reasonable discretion, that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the Reimbursement Certificate and the amounts stated therein for payment

in accordance with this Agreement shall be approved and the City and the District shall sign and deliver the Reimbursement Certificate to the Developer within ten (10) days of its approval. If the District and the City Finance Director determine to not approve the Reimbursement Certificate for payment, the Developer shall be notified as appropriate in writing within fifteen (15) days after receiving the Reimbursement Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the Board of Directors of the District if the District withholds its approval or the City Council if the City withholds its approval shall hold a hearing at which the Developer may challenge the District's or the City Finance Director's determination, including presentation of new and/or additional evidence. Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the District or the City Finance Director determine does not qualify as a CID Reimbursable Project Cost. Developer shall not be required to obtain the approved Completion Certificate pursuant to **Section 4.4.A** prior to receiving reimbursement in accordance with this Agreement. If the District and the City fail to either approve or withhold approval of any Reimbursement Certificate within thirty (30) days after receipt of a Reimbursement Certificate, the Reimbursement Certificate shall be deemed approved for all purposes under this Agreement.

Section 4.5. RESERVED.

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.

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 (3) 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 Woodsonia Marketplace 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 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 B 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. 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 ninety (90) day 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:

Woodsonia Marketplace Community Improvement District
Attn: Darieus Adams, Chairman
2520 S. Kingsdale Road
Joplin, MO 64804

With a copy to:

Rouse Frets White Goss Gentile Rhodes, P.C.
Attn: William B. Moore
810 West 47th Street, Suite 500
Kansas City, Missouri 64112

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: Natalie Wordekemper/ 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
801 W. 47th Street, Suite 500
Kansas City, Missouri 64112

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 City 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 City 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 and the Office of the Recorder of Deeds for Newton County, in Neosho, 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 2026, 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 _____, 2026.

_____
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 2026 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_____, 2026.

_____

Notary Public

My Commission Expires:

CID:

WOODSONIA MARKETPLACE
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 2026, before me, a Notary Public in and for said state, personally appeared_____, the Chairman of the Woodsonia Marketplace 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_____, 2026.

_____

Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION AND MAP – DISTRICT AREA

OWN

Engineering beyond.™

WOODSONIA MARKETPLACE CID DESCRIPTION 10/09/2025:

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, IN JASPER COUNTY, MISSOURI AND PART OF THE NORTH HALF OF SECTION 19, TOWNSHIP 27 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN, CITY OF JOPLIN, NEWTON 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, 1419.94 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN BOOK 2619, PAGE 297; THENCE ALONG SAID PROJECTION AND LINE NORTH 88°30'48" WEST, 287.73 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°38'06" WEST, 507.14 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY OF 25TH STREET; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH RIGHT OF WAY LINE AND SOUTH LINE OF SAID TRACT SOUTH 88°28'35" EAST, 225.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND CONTINUING ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'11" EAST, 60.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF DAVIS BOULEVARD; THENCE LEAVING SAID EAST RIGHT OF WAY AND CONTINUING ALONG SAID NORTH RIGHT OF WAY OF 25TH STREET 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, 908.14 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 OF LAND SOUTH 01°30'08" WEST, 521.74 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193; THENCE LEAVING SAID WEST LINE OF SAID TRACT DESCRIBED IN BOOK 2167, PAGE 1171 AND ALONG THE WEST LINE OF SAID TRACT OF LAND DESCRIBED IN BOOK 1289, PAGE 2193 SOUTH 01°30'08" WEST, 1086.97 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2731, PAGE 42; THENCE LEAVING SAID WEST LINE OF TRACT DESCRIBED IN BOOK 1289, PAGE 2193 AND ALONG THE WEST LINE OF SAID TRACT DESCRIBED IN BOOK 2731, PAGE 42 SOUTH 01°30'08" WEST, 25.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1621, PAGE 1627; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°32'17" WEST, 764.26 FEET TO THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2376, PAGE 45; THENCE ALONG THE WEST LINE OF SAID TRACT SOUTH 01°26'51" EAST, 309.47 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 14°11'24" WEST, 109.57 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY SOUTH 51°41'10" EAST, 663.92 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY THE FOLLOWING 3 CALLS: NORTH 88°31'03" WEST, 18.61 FEET; THENCE SOUTH 88°28'05" WEST, 190.26 FEET; THENCE NORTH 88°31'02" WEST, 215.72 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY SOUTH 01°29'16" WEST, 87.42 FEET TO A POINT ON THE EAST RIGHT OF WAY OF HAMMONS BOULEVARD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: NORTH 88°53'59" WEST, 1.00 FEET; THENCE 45.46 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 29.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 46°33'02" WEST, A CHORD LENGTH OF 40.95 FEET; THENCE SOUTH 01°38'28" WEST, 300.62 FEET; THENCE 63.94 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 294.50 FEET, HAVING A CHORD DIRECTION OF SOUTH 04°34'44" EAST, A CHORD LENGTH OF 63.82 FEET, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2208; THENCE ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°27'17" EAST, 1075.37 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINES SOUTH 50°53'05" EAST, 128.82 FEET; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 01°32'42" WEST, 502.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG SAID TRACT THE FOLLOWING 9 CALLS: THENCE NORTH 88°27'18" WEST, 473.07 FEET; THENCE NORTH 01°32'22" EAST, 18.92 FEET; THENCE NORTH 63°14'47" WEST, 102.99 FEET; THENCE NORTH 88°27'18" WEST, 106.34 FEET; THENCE SOUTH 26°45'28" WEST, 69.39 FEET; THENCE NORTH 88°27'18" WEST, 147.57 FEET; THENCE SOUTH 01°33'15" WEST, 156.64 FEET; THENCE 391.84 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1205.49 FEET, HAVING A CHORD DIRECTION OF SOUTH 02°25'52" EAST, A CHORD LENGTH OF 390.11 FEET; THENCE SOUTH 88°28'19" WEST, 442.14 FEET ALONG THE SOUTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY OF HAMMONS BOULEVARD, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 370, PAGE 2231 THE FOLLOWING 4 CALLS; NORTH 13°43'05" EAST, 10.08 FEET; THENCE NORTH 10°36'50" EAST, 156.35 FEET; THENCE 57.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 505.00 FEET, HAVING A CHORD DIRECTION OF NORTH 07°22'32" EAST, A CHORD LENGTH OF 57.05 FEET; THENCE NORTH 04°08'14" EAST, 229.67 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND WEST RIGHT OF WAY AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°35'21" WEST, 193.31 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH

01°29'49" WEST, 544.45 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°21'14" EAST, 129.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE WEST RIGHT OF WAY LINE OF AFORESAID HAMMONS BOULEVARD; THENCE ALONG SAID WEST AND NORTH RIGHT OF WAY OF HAMMONS BOULEVARD THE FOLLOWING 9 CALLS: SOUTH 88°33'40" EAST, 9.73 FEET; THENCE SOUTH 14°15'17" WEST, 349.70 FEET; THENCE SOUTH 14°15'17" WEST, 140.39 FEET; THENCE SOUTH 41°30'54" WEST, 24.79 FEET; THENCE 142.39 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 170.00 FEET, HAVING A CHORD DIRECTION OF SOUTH 65°31'11" WEST, A CHORD LENGTH OF 138.26 FEET; THENCE SOUTH 89°32'09" WEST, 384.03 FEET; THENCE 98.28 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1366.10, HAVING A CHORD DIRECTION OF NORTH 88°24'08" WEST, A CHORD LENGTH OF 98.26 FEET; THENCE 101.88 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1415.68 FEET, HAVING A CHORD DIRECTION OF NORTH 88°24'09" WEST, A CHORD LENGTH OF 101.86 FEET; THENCE SOUTH 89°32'09" WEST, 80.63 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 348, PAGE 12652; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°25'03" EAST, 1116.71 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 370, PAGE 2231; THENCE LEAVING SAID WEST LINE DESCRIBED IN BOOK 348, PAGE 2231 AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 370, PAGE 2231 NORTH 56°21'37" WEST, 153.65 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF THE FINAL PLAT OF DARRELL L. ROGERS 2008 TRUST ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT AT PLAT BOOK 14, PAGE 1, NEWTON COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF SAID LOT 1 NORTH 01°21'47" EAST, 194.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 373, PAGE 5196; THENCE LEAVING SAID LOT 1 AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 SOUTH 88°38'27" EAST, 65.11 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°01'33" EAST, 263.18 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'27" WEST 263.16 TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN BOOK 357, PAGE 877; THENCE LEAVING SAID NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 373, PAGE 5196 AND ALONG THE EAST LINES OF SAID TRACTS DESCRIBED IN BOOK 357, PAGE 877 AND BOOK 367, PAGE 4356 AND BOOK 367, PAGE 4356 NORTH 01°18'30" EAST, 272.95 FEET TO A POINT ON THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 334, PAGE 1685; THENCE LEAVING SAID EAST LINES AND ALONG THE SOUTH LINES OF SAID TRACT DESCRIBED IN BOOK 334, PAGE 1685 AND BOOK 360, PAGE 8259 SOUTH 88°39'59" EAST, 356.79 FEET TO THE SOUTHEAST CORNER OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259; THENCE LEAVING SAID SOUTH LINES AND ALONG THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 360, PAGE 8259 NORTH 01°19'30" EAST, 35.90 FEET TO A POINT ON THE SOUTH LINE OF THE FINAL PLAT OF FUGATE COMMERCIAL ADDITION, A SUBDIVISION, ACCORDING TO THE RECORDED PLAT IN PLAT BOOK 25, PAGE 5, JOPLIN, NEWTON COUNTY, MISSOURI; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION THE FOLLOWING 3 CALLS: SOUTH 88°28'56" EAST, 502.56 FEET; THENCE 36.66 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 257.00 FEET, HAVING A CHORD DIRECTION OF NORTH 87°25'50" EAST, A CHORD LENGTH OF 36.63 FEET; THENCE NORTH 83°20'39" EAST, 82.47 FEET TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID SUBDIVISION NORTH 00°49'35" EAST, 21.46 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2627, PAGE 337; THENCE LEAVING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2627, PAGE 337 SOUTH 88°27'59" EAST, 246.88 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE AND PROJECTION THEREOF NORTH 01°19'35" EAST, 298.62 FEET TO A POINT ON AFORESAID NORTH RIGHT OF WAY OF MISSOURI ROUTE

FF; THENCE LEAVING SAID PROJECTION AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°30'53" EAST, 23.68 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY NORTH 01°18'15" EAST, 419.99 FEET TO A POINT ON AFORESAID SOUTH RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE LEAVING SAID SOUTH RIGHT OF WAY NORTH 14°11'24" EAST, 109.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID KANSAS CITY SOUTHERN RAILROAD; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 51°41'10" WEST, 390.68 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY 1041.08 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 2822.27 FEET, A CHORD DIRECTION OF NORTH 61°14'34" WEST, A CHORD LENGTH OF 1035.19 FEET; THENCE NORTH 64°57'49" WEST, 233.06 FEET; THENCE NORTH 77°50'46" WEST, 53.81 FEET TO A POINT ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING 4 CALLS: SOUTH 01°29'04" WEST, 112.07 FEET; THENCE SOUTH 12°04'26" WEST, 30.59 FEET; THENCE SOUTH 06°11'29" WEST, 474.84 FEET; THENCE SOUTH 01°21'32" WEST, 288.72 FEET, SAID POINT BEGIN THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2041, PAGE 1592; THENCE LEAVING SAID EAST RIGHT OF WAY AND ALONG THE NORTH LINES OF SAID TRACT, SOUTH 88°35'49" EAST, 60.00 FEET; THENCE NORTH 01°30'23" EAST, 59.35 FEET; THENCE SOUTH 88°35'49" EAST, 237.20 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2040, PAGE 1130; THENCE ALONG SAID NORTH LINE SOUTH 88°33'34" EAST, 101.03 FEET TO A POINT ON THE WEST LINE OF A TRACT DESCRIBED IN BOOK 2040, PAGE 1130; THENCE ALONG SAID WEST LINE NORTH 01°32'30" EAST, 229.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE SOUTH 88°31'03" EAST, 398.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°32'30" WEST, 723.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF MISSOURI ROUTE FF; THENCE ALONG SAID NORTH RIGHT OF WAY NORTH 88°31'02" WEST, 398.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF AFORESAID TRACT DESCRIBED IN BOOK 2040, PAGE 1130 NORTH 01°32'30" EAST, 198.90 FEET; THENCE LEAVING SAID WEST LINE NORTH 88°28'08" WEST, 454.93 FEET TO A POINT ON THE WEST LINE OF SECTION 18; THENCE ALONG SAID WEST LINE NORTH 01°29'59" EAST, 1481.91 FEET; THENCE LEAVING SAID WEST LINE NORTH 87°26'00" WEST, 141.01 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 SOUTH 01°15'29" WEST, 295.42 FEET TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 1300, PAGE 16; THENCE LEAVING SAID WEST RIGHT OF WAY AND ALONG THE PROJECTION AND SOUTH LINE SOUTH 88°31'30" EAST, 334.98 FEET; THENCE ALONG SAID TRACT THE FOLLOWING 8 CALLS: SOUTH 01°56'45" WEST, 125.70

FEET, THENCE SOUTH 87°46'28" EAST, 91.39 FEET; THENCE SOUTH 01°24'32" WEST, 23.50 FEET; THENCE SOUTH 87°46'28" EAST, 96.23 FEET; THENCE SOUTH 01°24'16" WEST, 111.03 FEET; THENCE SOUTH 88°17'30" EAST, 231.50 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE NORTH 01°42'27" EAST, 321.38 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 88°17'36" WEST, 689.57 FEET ALONG THE NORTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 18; THENCE LEAVING SAID NORTH LINE AND PROJECTION AND ALONG SAID WEST LINE NORTH 01°29'59" EAST, 298.08 FEET; THENCE CONTINUING ALONG SAID WEST LINE NORTH 01°30'20" EAST, 319.86 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF A TRACT DESCRIBED IN BOOK 2613, PAGE 358; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND NORTH LINE SOUTH 89°47'00" WEST, 301.61 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE LEAVING SAID NORTH LINE AND ALONG SAID EAST LINE NORTH 01°40'30" EAST, 20.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH LINE SOUTH 89°46'56" WEST, 60.00 FEET TO THE NORTHEAST OF SAID TRACT, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE ALONG SAID EAST AND SOUTH LINES THE FOLLOWING 4 CALLS: NORTH 01°40'50" EAST, 115.00 FEET; THENCE NORTH 89°46'58" EAST, 194.97 FEET; THENCE NORTH 66°21'35" EAST, 88.00 FEET; THENCE NORTH 89°46'58" EAST, 86.53 FEET ALONG THE SOUTH LINE OF SAID TRACT AND PROJECTION THEREOF TO A POINT ON AFORESAID WEST LINE OF SECTION 18; THENCE LEAVING SAID PROJECTION AND ALONG SAID WEST LINE NORTH 01°30'20" EAST, 36.02 FEET TO A POINT ON THE PROJECTION OF THE NORTH LINE OF AFORESAID TRACT DESCRIBED IN BOOK 1889, PAGE 1422; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND NORTH LINE THEREOF NORTH 86°29'00" WEST, 83.50 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 66°21'39" WEST, 103.40 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 85°58'39" WEST, 58.06 FEET; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 89°47'02" WEST, 156.14 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°40'54" WEST, 146.49 FEET, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2640, PAGE 223; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE DESCRIBED 2640, PAGE 223 SOUTH 89°46'57" WEST, 237.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE WEST LINE OF SAID TRACT AND A TRACT DESCRIBED IN BOOK 2395, PAGE 281 NORTH 01°38'51" EAST, 285.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT DESCRIBED IN BOOK 2395, PAGE 281, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2704, PAGE 189; THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2704, PAGE 189 NORTH 89°47'02" EAST, 249.80 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°44'55" EAST, 150.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2395, PAGE 281; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE AND PROJECTION OF SAID TRACT DESCRIBED IN BOOK 2395, PAGE 281 NORTH 89°46'59" EAST, 377.72 FEET TO A POINT ON AFORESAID WEST LINE OF SECTION 18; THENCE LEAVING SAID NORTH LINE AND PROJECTION AND ALONG SAID WEST LINE OF SECTION 18 NORTH 01°30'20" EAST, 1136.33 TO A POINT ON THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN BOOK 2013, PAGE 679; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND LINE THEREOF SOUTH 88°20'59" EAST, 235.39 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°32'26" EAST, 50.35 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE AND PROJECTION THEREOF NORTH 88°20'59" WEST, 235.42 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 18; THENCE LEAVING SAID PROJECTION AND LINE THEREOF NORTH 01°30'20" EAST, 157.43 FEET ALONG SAID WEST LINE TO THE PROJECTION OF THE SOUTH LINE OF A TRACT DESCRIBED IN

BOOK 2709, PAGE 31; THENCE LEAVING SAID WEST LINE AND ALONG SAID PROJECTION AND SOUTH 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 OF SAID TRACT NORTH 01°35'32" EAST, 174.99 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEGIN THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 2672, PAGE 50, THENCE LEAVING SAID WEST LINE AND ALONG THE SOUTH LINE OF SAID TRACT DESCRIBED IN BOOK 2672, PAGE 50 NORTH 89°32'58" EAST, 256.92 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE ALONG THE EAST LINE OF SAID TRACT NORTH 01°31'23" EAST, 75.09 FEET; THENCE ALONG SAID EAST LINE NORTH 44°12'35" WEST, 59.50 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 79°56'51" WEST, 58.55 FEET; THENCE ALONG SAID NORTH LINE AND PROJECTION THEREOF NORTH 89°33'00" WEST, 311.98 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, 586.86 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 THE FOLLOWING 3 CALLS: SOUTH 01°47'02" WEST, 136.25 FEET; THENCE SOUTH 01°43'59" WEST, 88.35 FEET; THENCE SOUTH 10°24'50" WEST, 87.22 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY SOUTH 88°38'37" EAST, 152.25 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN BOOK 2508, PAGE 416; THENCE ALONG THE SOUTH LINE OF SAID TRACT SOUTH 88°38'37" EAST, 194.67 FEET TO THE SOUTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID SOUTH LINE AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°52'08" EAST, 14.42 FEET, SAID POINT BEING ON THE NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°45'21" EAST, 96.58 FEET TO THE SOUTHWEST CORNER OF A TRACT DESCRIBED IN BOOK 1970, PAGE 645; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE WEST LINE OF SAID TRACT NORTH 01°43'06" EAST, 223.13 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID WEST LINE AND ALONG THE NORTH LINE OF SAID TRACT SOUTH 88°28'28" EAST, 336.96 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE EAST LINE OF SAID TRACT SOUTH 01°17'08" WEST, 238.12 FEET TO THE SOUTHEAST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON AFORESAID NORTH RIGHT OF WAY OF 20TH STREET; THENCE LEAVING SAID EAST LINE AND ALONG SAID NORTH RIGHT OF WAY SOUTH 88°28'37" EAST, 473.16 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2584, PAGE 22; THENCE LEAVING SAID NORTH RIGHT OF WAY AND ALONG THE EAST LINE OF SAID TRACT NORTH 01°35'28" EAST, 440.24 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°58'51" WEST, 172.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2412, PAGE 177; THENCE LEAVING SAID NORTH LINE DESCRIBED IN BOOK 2584, PAGE 22 AND ALONG THE NORTH LINE OF SAID TRACT DESCRIBED IN BOOK 2412, PAGE 177 NORTH 88°58'51" WEST, 249.02 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE LEAVING SAID NORTH LINE AND ALONG THE WEST LINE OF SAID TRACT SOUTH 01°45'39" WEST, 143.42 FEET; THENCE LEAVING SAID WEST LINE NORTH 88°28'28" WEST, 484.82 FEET TO A POINT ON THE EAST LINE OF A TRACT DESCRIBED IN BOOK 2010, PAGE 1560; THENCE ALONG SAID EAST LINE NORTH 01°52'08" EAST, 5.77 FEET TO THE SOUTHEAST CORNER OF A TRACT DESCRIBED IN BOOK 2253, PAGE 480; THENCE LEAVING SAID EAST LINE DESCRIBED IN BOOK 2010, PAGE 1560 AND ALONG THE EAST LINE DESCRIBED IN BOOK 2253, PAGE 480 NORTH 01°52'08" EAST, 137.84 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE LEAVING SAID EAST LINE AND ALONG THE NORTH LINE OF SAID TRACT NORTH 88°31'32" WEST, 199.83 FEET TO THE NORTHWEST CORNER OF SAID TRACT, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID EAST RIGHT OF WAY NORTH 01°42'08" EAST, 2.27 FEET; THENCE LEAVING SAID EAST

RIGHT OF WAY NORTH 88°13'44" WEST, 110.19 FEET TO A POINT ON THE WEST RIGHT OF WAY OF RANGE LINE ROAD; THENCE ALONG SAID WEST RIGHT OF WAY OF RANGE LINE ROAD NORTH 01°40'12" EAST, 314.28 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 CONTINUING ALONG SAID WEST RIGHT OF WAY AND THE EAST LINE OF SAID TRACT DESCRIBED IN BOOK 2550, PAGE 381 NORTH 01°47'59" EAST, 122.96 FEET; 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, 728.08 FEET; THENCE LEAVING SAID EAST LINE SOUTH 88°32'37" EAST, 65.30 FEET TO A POINT ON AFORESAID EAST RIGHT OF WAY OF RANGE LINE ROAD, ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND 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 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 NORTHWEST 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, 305.34 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.

THE TOTAL AREA OF THIS DESCRIPTION CONTAINS 384.3 ACRES, MORE OR LESS. THIS DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

GRAPHIC SCALE

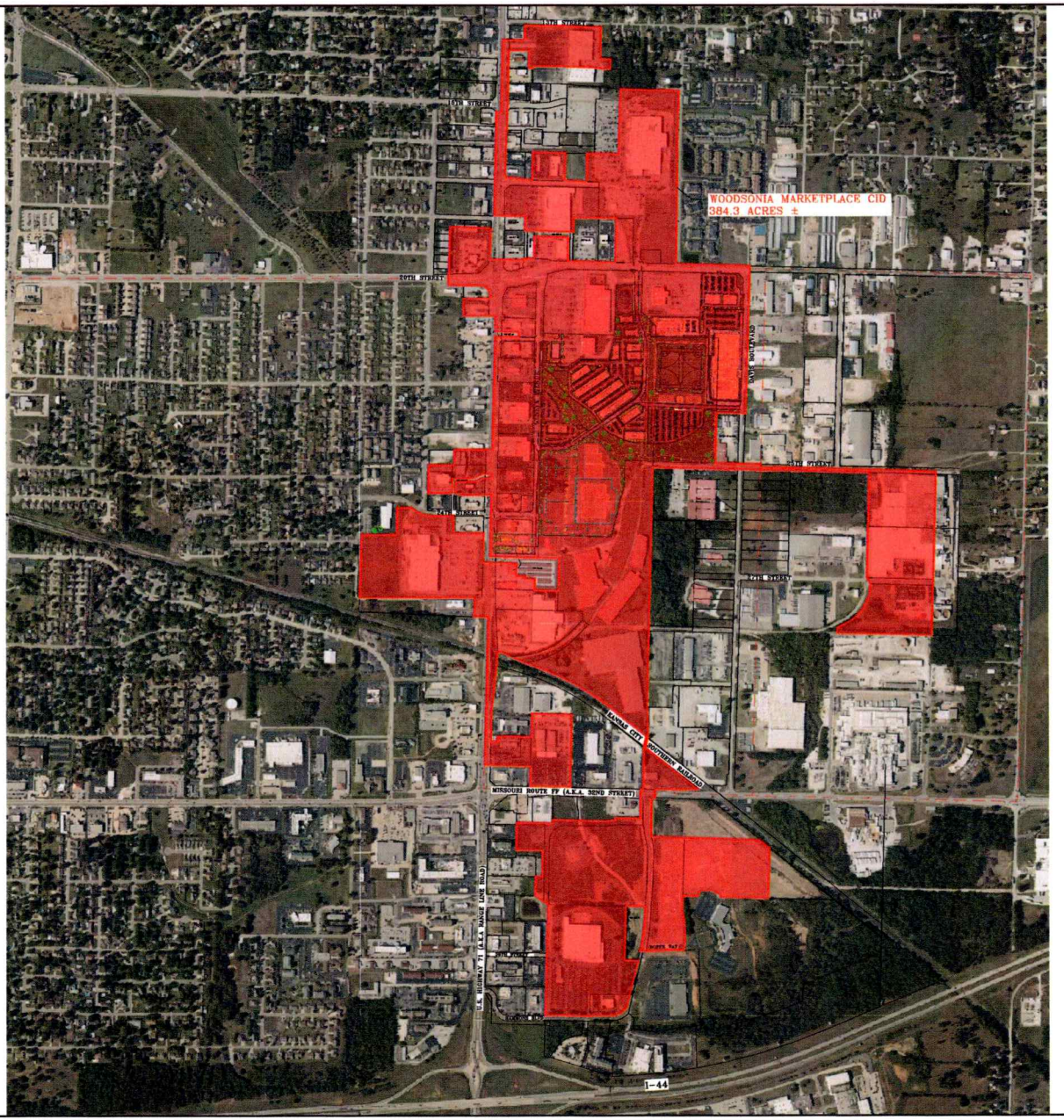
500 0 250 500

(IN FEET)

1 inch = 500 ft.

LEGEND

WOODSONIA MARKETPLACE CID BOUNDARY



DATE OF PREPARATION: 10/09/2025.

OWN

Engineering beyond.™

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417.782.7399
weareown.com

FORMERLY ANDERSON ENGINEERING

EXHIBIT OF WOODSONIA MARKETPLACE CID AREA

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: 10/09/2025

ISSUED BY: R. WALLACE
LICENSE NO: PLS No. 2019015191

A licensed Missouri Engineering Corporation COA 00062

SHEET TITLE

DRAWING NUMBER: JOP-100-7303

SHEET NUMBER

1/1

EXHIBIT B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: Chairman, Woodsonia Marketplace Community Improvement District

City Manager, City of Joplin, Missouri

Copy: Director of Finance, City of Joplin, Missouri

Re: Completion of Woodsonia Marketplace CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2026 (the "Agreement") between the City of Joplin, the Woodsonia Marketplace 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, Woodsonia Marketplace Community Improvement District

Copy: Director of Finance, City of Joplin, Missouri

Re: Certification of Woodsonia Marketplace CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2026 (the "Agreement") between the City of Joplin, the Woodsonia Marketplace 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_____:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____

Title: _____

Approved for Payment this ____ day of _____, 20_____:

CITY OF JOPLIN, MISSOURI

By: _____

Title: _____

EXHIBIT D

SALES TAX REPORTING FORM

Woodsonia Marketplace 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 MUST 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: Woodsonia Marketplace 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)

EXHIBIT E-1

FIVE-YEAR PLAN

		Year 1	Year 2	Year 3	Year 4	Year 5
		2026	2027	2028	2029	2030
A	Estimated Sales Tax Revenue (1%) *	$1,762,500	$3,630,750	$3,739,673	$3,851,863	$3,967,419
	Sales Tax Revenue Total	$1,762,500	$3,630,750	$3,739,673	$3,851,863	$3,967,419
B	Expenditures					
1	Acquisition	$12,250,000	$0	$0	$0	$0
2	Building Construction and Enhancements	$4,416,667	$4,416,667	$4,416,667	$0	$0
3	Public Improvements (on & offsite)	$7,515,226	$3,757,613	$3,757,613	$0	$0
4	Soft Costs	$4,000,000	$1,000,000	$1,000,000	$1,000,000	$350,000
5	Expenditure Total	$28,181,893	$9,174,280	$9,174,280	$1,000,000	$350,000

Notes: 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.

EXHIBIT E-2

CID PROJECT BUDGET (to be paid from the Obligations)

DEVELOPMENT COST BUDGET - "TIF & CID Reimbursable Project Costs"

			TIF	Woodcreek Marketplace - 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 NON-CAPTURED (TIF REDIRECTING BACK TO CID DISTRICT)**	**CID REIMBURSEMENT**	
Acquisition								
International Paper Property	$10,000,000.00	$5,500,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Duane Hubb	$250,000.00	$0.00	$0.00	$0.00	$250,000.00	$0.00	$0.00	
Red Hot Blue	$3,150,000.00	$0.00	$0.00	$0.00	$3,150,000.00	$0.00	$0.00	
Dave Christie - Chris Robert's Future Location	$1,000,000.00	$0.00	$0.00	$0.00	$1,000,000.00	$0.00	$0.00	
Home Depot ROW / Pinnacle Bank ROW / Future Public Road and Detention Facilities Property	$3,000,000.00	$0.00	$0.00	$0.00	$3,000,000.00	$0.00	$0.00	
Metal Shed Building	$2,600,000.00	$0.00	$0.00	$0.00	$2,600,000.00	$0.00	$0.00	
Fletcher Vacant Land	$2,000,000.00	$0.00	$0.00	$0.00	$2,000,000.00	$0.00	$0.00	
Total Acquisition Cost	$22,000,000.00	$5,500,000.00	$0.00	$0.00	$16,500,000.00	$0.00	$0.00	
Building Construction and Enhancements								
Sports Complex Facility								
- Acquisition - 22 acres @ $12 PSF	$11,500,000.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$0.00	**Marketplace will provide funding, but lot will be directly conveyed to Joplin Sports Complex
- Soft Costs	$4,275,579.00	$0.00	$0.00	$0.00	$0.00	$0.00	$4,275,579.00	
- Hard Costs - Outdoor Fields	$35,294,646.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,294,646.00	
- Furniture Fixtures Equipment	$11,100,983.00	$0.00	$0.00	$0.00	$0.00	$0.00	$11,100,983.00	
Total Sports Complex Facility	$62,171,208.00	$0.00	$0.00	$0.00	$11,500,000.00	$0.00	$50,671,208.00	
Anchor Store								
- Acquisition - CID Purchase of Parking Lot Area	$4,000,000.00	$500,000.00	$0.00	$3,500,000.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$5,000,000.00	$0.00	$0.00	$0.00	$5,000,000.00	$0.00	$0.00	
- Vertical Improvements	$27,500,000.00	$10,000,000.00	$17,500,000.00	$0.00	$0.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$8,500,000.00	$8,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Anchor Store	$45,000,000.00	$19,000,000.00	$17,500,000.00	$3,500,000.00	$5,000,000.00	$0.00	$0.00	
Multi-Family (375 units)								
- Acquisition - $0.00 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,750,000.00	$0.00	$0.00	$2,750,000.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$76,625,000.00	$70,000,000.00	$6,625,000.00	$0.00	$0.00	$0.00	$0.00	
- Amenity Package	$6,000,000.00	$6,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Multi-Family	$87,375,000.00	$76,000,000.00	$6,625,000.00	$2,750,000.00	$0.00	$0.00	$0.00	
Fletcher Parking Improvements	$1,000,000.00	$1,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Lot #5 Hotel on Pad Site								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
- Vertical Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Lot #5 Hotel on Pad Site	$13,000,000.00	$10,000,000.00	$1,000,000.00	$0.00	$2,000,000.00	$0.00	$0.00	
Commercial Buildings on Lot 3								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$3,000,000.00	$3,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 3	$23,000,000.00	$23,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Roberts Medical Building Acquisition & Relocation Costs	$7,700,000.00	$0.00	$0.00	$500,000.00	$7,200,000.00	$0.00	$0.00	
Commercial Buildings on Lots 12 & 13								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$2,000,000.00	$2,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Vertical Improvements	$15,000,000.00	$15,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Total Commercial Buildings on Lots 12 & 13	$17,000,000.00	$17,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Red Hot Blue Improvements								
- Acquisition - $0 PSF	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
- Parking Lot Improvements	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
- Vertical Improvements	$8,500,000.00	$5,000,000.00	$0.00	$0.00	$3,500,000.00	$0.00	$0.00	
- Furniture Fixtures Equipment	$500,000.00	$0.00	$0.00	$0.00	$500,000.00	$0.00	$0.00	
Total Red Hot Blue Improvements	$9,500,000.00	$5,000,000.00	$0.00	$0.00	$4,500,000.00	$0.00	$0.00	
Prospect Village Public Park Improvements	$11,000,000.00	$0.00	$0.00	$0.00	$0.00	$1,000,000.00	$10,000,000.00	*Shard if additional proceeds are available after Sports Complex costs allocated
Total Cost - Building Construction and Enhancements	$276,346,208.00	$151,000,000.00	$27,125,000.00	$6,750,000.00	$30,200,000.00	$1,000,000.00	$60,671,208.00	
Environmental Cleanup / Remediation (see environmental budget tab for additional details)	$7,000,000.00	$0.00	$0.00	$0.00	$7,000,000.00	$0.00	$0.00	
Public Improvements (on & offsite) - (see OWN - Estimate Tab for additional details)	$18,500,000.00	$0.00	$0.00	$0.00	$18,500,000.00	$0.00	$0.00	
Soft Costs								
Professional Services (Eng./Arch/Consult/Legal/PM/Other)	$6,500,000.00	$0.00	$3,250,000.00	$0.00	$3,250,000.00	$0.00	$0.00	
Commissions & Marketing	$2,500,000.00	$2,500,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Financing Costs (Interest Carry/Closing Fees/Other)	$20,000,000.00	$20,000,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	
Development Fee	$5,000,000.00	$0.00	$2,500,000.00	$0.00	$2,500,000.00	$0.00	$0.00	
Contingency and Misc. fees	$8,000,000.00	$200,000.00	$5,000,000.00	$0.00	$2,800,000.00	$0.00	$0.00	
Travel	$300,000.00	$150,000.00	$150,000.00	$0.00	$0.00	$0.00	$0.00	
Total Soft Costs	$42,300,000.00	$22,850,000.00	$10,900,000.00	$0.00	$8,550,000.00	$0.00	$0.00	
Total Development Costs	$366,346,208.00	$179,350,000.00	$38,025,000.00	$6,750,000.00	$80,750,000.00	$1,000,000.00	$60,671,208.00	

(1) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to these project are deemed Reimbursable Project Costs in addition to any cap 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 and shall 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 as determined by the TIF Contract and CID Cooperative Agreement.

(4) All certified reimbursable CID (including CID Non-Captured Costs) costs will be subject to an interest expense as contemplated in the cooperative agreement.

(5) All certified reimbursable TIF costs shall be subject to a 7.0% interest expense from the date of certification until the reimbursement amount is paid in full.

(6) Eligible TIF reimbursement amounts will be paid back under the earlier of: (a) TIF maximum reimbursable amount plus eligible interest or (b) 20 years. Eligible CID reimbursement amounts will be paid back under the earlier of: (a) CID reimbursable amount plus eligible interest or (b) 27 years

EXHIBIT F

Form of Easement Agreement

PUBLIC PARK EASEMENT AGREEMENT

THIS PUBLIC PARK EASEMENT AGREEMENT (this "**Easement**") is granted and entered into as of this ____ day of _____, 20___, by the City of Joplin, Missouri, a constitutional charter city and a political subdivision of the State of Missouri ("**Grantor**"), and the Woodsonia Marketplace Community Improvement District, a Missouri political subdivision and community improvement district ("**Grantee**"), whose mailing address is _____.

WHEREAS, Grantor is the owner of that certain real property legally described and depicted on the attached **Exhibit A** (the "**Public Park Property**"); and

WHEREAS, Grantee anticipates constructing and operating, or causing the construction and operation of, a public park on the Public Park Property, and Grantor anticipates allowing for the construction of a public park on the Public Park Property; and

WHEREAS, it is the intention and desire of the parties to this Easement to create an easement for construction of a public park on the Public Park Property, which easement is to be perpetual and run with the land for the benefit of Grantee.

NOW, THEREFORE, for valuable consideration, the mutual receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. Public Park Easement. Grantor, as the owner of the Public Park Property, hereby grants a non-exclusive easement for construction of a public park on the Public Park Property for use by the public for park purposes. Such easement rights are perpetual and run with the land until this Easement terminates pursuant to Section 4 below.

2. Maintenance. Grantee shall be responsible and liable for operating and maintaining, or causing the operation and maintenance of, and for funding the operation and maintenance of the Public Park Property, and Grantor shall have no responsibility or liability for any operation, maintenance, or repairs, or for funding any operation, maintenance, or repairs, of the Public Park Property.

3. Perpetual, Non-Exclusive Easement. Each and every agreement, promise, restriction, benefit, undertaking, easement, right, privilege, and restriction contained in this Easement shall (a) be appurtenant to and for the benefit of the Public Park Property, (b) run with the land, (c) be binding upon the parties to this Easement, (d) be binding upon the Public Park Property to be burdened with the easement created hereby, and (e) inure to the benefit of Grantee and Grantee's successors and assigns.

4. Termination. Except as set forth herein, the non-exclusive, perpetual easement herein granted shall automatically terminate upon the conveyance of the Public Park Property from Grantee to Grantor at will occur at such time as the Grantee is terminated as a community improvement district.

5. Non-Disturbance. Grantee and each subsequent fee simple owner of the Public Park Property shall not permanently disturb, impede, or interfere with the public use of the Public Park Property, except for temporary disturbances reasonably caused by maintenance or improvements to the Public Park Property, governmental regulation and rules, and other such causes.

6. Indemnification. Grantee, to the extent permitted by law, shall indemnify, release, defend, be responsible for, and forever hold harmless Grantor, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character, and from any cause whatsoever, resulting from, with respect to, arising out of, or in connection with: (a) any negligent acts, misconduct or fraud of Grantee or any of its contractors, subcontractors, operators, agents, representatives, or employees in connection with this Easement and the construction, operation, or management of the public park on the Public Park Property; (b) any acts of Grantee beyond the scope of Grantee's authority provided to it under this Easement; (c) the breach of this Easement by Grantee or any of its operators, agents, representatives, or employees; (d) failure by Grantee or any of its contractors, subcontractors, operators, agents, employees, or representatives to comply with governmental requirements in connection with the construction, operation, or management of the public park on the Public Park Property, (e) any dispute between and/or among Grantee and any contractor(s) or subcontractor(s) concerning the payment of or failure to pay for labor or materials in connection with the operation, maintenance, or management of the Public Park Property; and (f) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, negligence, or intentional act of Grantee or its agents, employees, operators, contractors, or subcontractors, to the extent caused by the construction, operation, or management of the Public Park on the Public Park Property; provided, however, that Grantee need not indemnify or save harmless Grantor from any such lawsuits, suits, actions, costs, claims, demands, damages, liens, disability, losses, or expenses arising out or to the extent caused by the gross negligence or intentional misconduct of Grantor, its officers, directors, or agents or by the breach of this Easement by Grantor. The indemnity required hereunder shall not be limited by reason of any insurance held by Grantee. Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor. This indemnification by Grantee shall apply to all damages and claims for damages of any kind that may arise as the result of any act, error, omission, negligence, or intentional act of Grantee or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of constructing, operating, or managing the public park on the Public Park Property as referred to in this Easement, regardless of whether or not insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Grantee shall immediately notify Grantor of any and all claims filed against Grantee or Grantee and Grantor jointly and shall provide Grantor with a copy of the same. The fact that Grantee carries out any activities under this Easement through independent contractors shall not constitute an avoidance of, or defense to, Grantee's duty of defense and indemnification under this Section 6.

7. No Limitation of Remedies. The rights and remedies contained in this Easement are reserved to the parties hereto, their successors and assigns, except as otherwise provided in this Easement, shall not be exclusive of any other right or remedy, but shall be cumulative and in addition to every other remedy now or hereafter existing at law, in equity or by statute.

8. No Waiver. A waiver by any of the parties hereto of any breach(es) or default(s) of any party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default, nor is it a waiver of or permission, expressed or implied, for any subsequent breach or default. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or non-performance or as acquiescence in such delay or omission.

9. Liability Insurance. Grantee shall, at its sole expense, maintain or cause to be maintained, acceptable comprehensive general commercial liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the use of the easement as a public park. Each insurance policy shall name Grantor as an additional insured.

10. General Provisions.

10.1 Headings. The headings in this Easement are used as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Easement or in any way affect its terms.

10.2 Severability. If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

10.3 Governing Law. This Easement shall be construed according to and governed by the laws of the state of Missouri.

10.4 Counterparts. This Easement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed an original.

10.4 No Agency or Partnership. Nothing in this Easement, or any acts of the parties pursuant hereto, shall be deemed by the parties, or by any third person, to create the relationship of principal and agent or of partnership or of joint venture or of any association between the parties, and no provision of this Easement is intended to create or constitute any person a third party beneficiary hereof with respect to having any right to sue for the enforcement of this Easement.

10.5 Recordation. This document shall be recorded in the official land records of Jasper County, Missouri.

IN WITNESS WHEREOF, this Easement has been executed the day and year first above written.

GRANTOR:

CITY OF JOPLIN, MISSOURI

By: _____
_____, City Manager

ATTEST:

By: _____
_____, City Clerk

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, in the year 20__, before me, a Notary Public in and for said state, personally appeared _____, the City Manager of the City of Joplin, known to me to be the person who executed the within instrument on behalf of said City and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said City, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said City.

_____
Notary Public

My Commission Expires:

_____

GRANTEE:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Chairman

ATTEST:

By: _____
_____, Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF JASPER)

On this _____ day of _____, 20__, before me, the undersigned Notary Public, in and for said state, personally appeared _____, Chair of the Woodsonia Marketplace Community Improvement District, a Missouri political subdivision and community improvement district, known to me to be the person who executed the within instrument on behalf of said community improvement district and acknowledged to me that he executed the same in such capacity the within instrument on behalf of said community improvement district, and who duly acknowledged to me that he executed the same for the purposes therein stated and to be the free act and deed of said community improvement district.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PUBLIC PARK PROPERTY

EXHIBIT G

Form of Purchase and Sale Agreement for Property District will be Acquiring

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made and entered into as of the Effective Date (as hereinafter defined) by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("Seller"), and **WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district and political subdivision ("Purchaser"). The "Effective Date" of this Agreement shall be the date the latter of Seller and Purchaser has executed this Agreement as evidenced by the date by their signatures hereto.

RECITALS

WHEREAS, Seller is under contract to purchase that certain real property located in the City of Joplin, Jasper County, Missouri, consisting of (i) right of way, (ii) detention facilities, (iii) the site of the public park area that is not within an easement granted by the city of Joplin, Missouri, and (iv) land to be used for the Sports Complex (as defined below) to be acquired hereunder but conveyed to the Joplin Sports Complex Community Improvement District, each as legally described and depicted on Exhibits "A" through "D" attached hereto and incorporated herein by this reference (said real property, together with all improvements, rights, privileges, rights of way, easements, and appurtenances pertaining thereto, including, without limitation, all development rights, land use entitlements, air rights, and water rights appurtenant thereto, referred to herein as the "Property"); and

WHEREAS, by Ordinance No. 2025-170, adopted November 17, 2025 and pursuant to the Community Improvement District Act, Sections 67.1401 *et seq.*, RSMo, as amended (the "CID Act"), the City Council of the City of Joplin, Missouri (the "City") approved the Petition for Establishment of the Woodsonia Marketplace Community Improvement District ("Formation Petition") and found the area described in the Formation Petition to be a blighted area, thereby creating Purchaser as a Missouri community improvement district; and

WHEREAS, the Formation 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, Purchaser is authorized to enter into this Agreement and to acquire the Property pursuant to the CID Act and Resolution No. _____ dated _____, 2026; and

WHEREAS, Purchaser intends to acquire the Property, which is located within the boundaries of the Woodsonia Marketplace Community Improvement District, as part of a larger redevelopment project that includes property inside and outside of the District Area (the "Redevelopment Project"). As of the Effective Date, the boundaries of the District are legally described and depicted on the map attached as Exhibit "____" (the "District Area"). The CID Project is entirely within the District Area; and

WHEREAS, on February 3, 2025, the City Council adopted Ordinance No. 2025-018 approving the Prospect Village Tax Increment Financing Plan and Projects (the "TIF Plan") to

provide additional funding for the Redevelopment Project and selected Seller as developer to implement the projects in the TIF Plan; and

WHEREAS, the cost of the CID Project will be funded through a conventional loan or other private financing arrangement and/or bond obligations (the "CID Funding"); and

WHEREAS, Seller, Purchaser, and the City have entered into the Cooperative Agreement dated as of _____, 2026 (the "Cooperative Agreement") establishing their respective rights and obligations regarding community improvement district operations and implementation of certain public infrastructure improvements as part of the CID Project, including: raising a portion of the site out of the flood plain, remediation of environmental conditions, mass grading, providing for a public park, detention facilities, and acquiring right of way, all for the public purpose of removing blight, and such other improvements or services within the District area as described in the Formation Petition as it may be amended from time to time (the "CID Project"); and

WHEREAS, the CID Project is part of a development which will include a multi-sport facility to be constructed by the Joplin Sports Complex Community Improvement District (the "Joplin Sports Complex CID"); and

WHEREAS, this Agreement, the Cooperative Agreement, the TIF Plan and related agreements, and the IDA Bonds and related agreements are collectively referred to as the "Transaction Documents"; and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants, agreements, conditions, and indemnities contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. AGREEMENT OF PURCHASE AND SALE. Subject to the provisions of this Agreement, at Closing (as hereinafter defined), Seller agrees to sell and deliver possession to Purchaser, and Purchaser agrees to purchase and acquire from Seller, all of Seller's right, title, and interest in and to the Property.

2. PURCHASE PRICE. The purchase price to be paid by Purchaser to Seller for the Property shall be as set forth below (the aggregate of each respective amount defined as the "Purchase Price"):

(i) right of way: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(ii) detention facilities: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(iii) public park: price to be based on appraised value: ___ and/No/100 Dollars ($_____)

(iv) Acquisition and relocation of a business for purposes of removing blight at a price of $_____;

(v) real estate for Sports Facility (Lot 15A and 15B): price is $12.00 per square foot: ___ and/No/100 Dollars ($_____)

Subject to the terms hereof, the Purchase Price will be payable to Seller in funds available for immediate credit on the Closing Date (as hereinafter defined) and is subject to adjustments as provided in this Agreement. The parties acknowledge that the proceeds of the CID Funding are Purchaser's sole source of funds to purchase the Property and that Purchaser shall have no obligation to purchase the Property with any other source of funds.

3. ESCROW AGENT; TITLE COMPANY. First American Title Insurance Company, c/o Stephanie Quisenberry, 1201 Walnut Street, Suite 700, Kansas City, Missouri 64106 (the "Escrow Agent" or the "Title Company"), will act as the escrow agent and will issue title insurance, together with such endorsements as Purchaser may request, in connection with the transaction contemplated herein.

4. CLOSING.

(a) The execution and delivery of the documents and instruments for the consummation of the purchase and sale pursuant hereto (the "Closing") will take place on the date on which Seller acquires title to the Property, which is anticipated to be on the same date as the closing on the CID Funding or such other date as Seller and Purchaser may mutually agree (the "Closing Date"), through an escrow with the Escrow Agent and in accordance with this Agreement. Seller shall provide Purchaser with reasonable notice as to the exact Closing Date. The parties agree that neither party is required to attend Closing in person and the Closing may be coordinated as a "mail-in" closing.

(b) At the Closing, Seller shall execute and deliver the following documents to the Escrow Agent (collectively, the "Closing Documents"): (i) an original Special Warranty Deed (the "Deed") in proper recordable and insurable form and as approved by Purchaser and the Title Company, subject only to the Permitted Exceptions (as hereinafter defined), (ii) an original affidavit from Seller as to the non-foreign status of Seller (or if Seller is a foreign person, Seller will deliver to Purchaser a withholding exemption certificate pursuant to §1445 of the Internal Revenue Code of 1954, as amended), (iii) a settlement statement prepared by the Escrow Agent showing all of the payments, adjustments and prorations provided for in this Agreement or otherwise agreed upon between Seller and Purchaser (the "Settlement Statement"), and (iv) if applicable as mutually determined by Seller and Purchaser, an original assignment of all assignable intangibles applicable to the Property (each including, without limitation, all permits, licenses, warranties, approvals, and the like from any governmental authority having authority over land development in the city, county, and/or state in which the Property is located) in a form to be mutually agreed upon by Seller and Purchaser (the "Assignment of Intangible Property").

(c) At Closing, Purchaser shall deliver the following to the Escrow Agent: (i) Purchaser's executed counterpart to the Settlement Statement, (ii) Purchaser's executed counterpart to the Assignment of Intangible Property, if applicable, and (iii) the Purchase Price, subject to the prorations and adjustments described in this Agreement.

(d) The parties agree to do such other acts and execute and deliver such other documents and instruments as are reasonably necessary or desirable for the consummation of the transaction contemplated hereby.

5. SURVEY, TITLE, AND ENVIRONMENTAL ASSESSMENT REPORT.

(a) At Closing, title to the Property shall be conveyed to Purchaser free from all liens, encumbrances, encroachments and other exceptions to title except (i) matters caused by Purchaser or the activities of Purchaser or its agents, employees, consultants, contractors and representatives on the Property, (ii) real estate taxes and assessments not yet due and payable for the year in which the Closing occurs, and (iii) those matters which are deemed to be Permitted Exceptions pursuant to Subsection 5(e) below (the matters in clauses (i) through (iii) of this Subsection 5(a) are herein collectively referred to as the "Permitted Exceptions").

(b) Within ten (10) days after the Effective Date, Seller shall, at Seller's sole expense, cause to be prepared or provide to Purchaser a current ALTA/NSPS Land Title Survey ("Survey") of the Property, prepared by a Registered Public Surveyor and certified in favor of Seller, Purchaser, and the Escrow Agent. The Survey shall conform to current ALTA/NSPS Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys and shall be, in all respects, acceptable to Purchaser and the Title Company.

(c) Within ten (10) days after the Effective Date, Seller shall cause the Title Company to deliver to Purchaser an ALTA title commitment (the "Title Commitment") for the issuance of an owner's policy of title insurance in the amount of the Purchase Price insuring Purchaser's fee simple title to the Property, subject to the Permitted Exceptions, as of the Closing Date (the "Title Policy"), along with legible copies of all recorded instruments referenced within the Title Commitment, the vesting deed, all plats and surveys of record of the Property, or any portion thereof, and tax certificates (the "Supporting Title Documents").

(d) Seller, at Seller's sole expense, shall obtain and provide to Purchaser a current Phase I environmental assessment report, and any such subsequent environmental assessment report as recommended by the initial report, performed on the Property, which shall not be dated more than one hundred eighty (180) days before the Closing Date (the "Environmental Assessment Report"). The Environmental Assessment shall be certified to Seller, Purchaser, and the Title Company, and Purchaser shall be able to rely on the Environmental Assessment in all respects in connection with Purchaser's acquisition of the Property

(e) Purchaser shall have until expiration of the Due Diligence Period in which to notify Seller of any objections Purchaser has to any matters shown or referred to in the Title Commitment, the Supporting Title Documents, the Survey, or the Environmental Assessment Report ("Objection Notice"). Within ten (10) days after receipt of Purchaser's Objection Notice ("Seller's Response Period"), Seller shall notify Purchaser in writing whether or not Seller elects to attempt to cure the objections contained in the Objection Notice by or before the Closing Date.

In the event Seller is unable or unwilling to cure any objectionable matter by or before the Closing Date, then Purchaser may, at Purchaser's option, within ten (10) days after Seller's Response Period, either (i) terminate this Agreement, in which case this Agreement shall automatically terminate effective as of such date, and the parties shall have no further rights or obligations hereunder, or (ii) waive such objections not cured and proceed to Closing. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of said ten (10)-day period, Purchaser shall be deemed to have elected to waive any such uncured objections and proceed to Closing. Notwithstanding the foregoing, any non-monetary liens and encumbrances voluntarily placed on record against the Property by Seller (and without the written consent of Purchaser, which consent may be granted or withheld in Purchaser's sole and absolute discretion) after the Effective Date, any and all monetary liens and security interests voluntarily placed on record prior to or after the Effective Date, and any mechanics' liens shall be deemed objected to by Purchaser, whether or not Purchaser raises such objections in its Objection Notice. Any matter disclosed on the Title Commitment, the Survey, or the Environmental Assessment Report which is waived or not objected to by Purchaser shall be deemed a "Permitted Exception."

6. DUE DILIGENCE PERIOD.

(a) Purchaser shall have thirty (30) days after the Effective Date to determine if the Property is suitable to Purchaser, in its sole discretion (the "Due Diligence Period"). Without limitation, during the Due Diligence Period, Purchaser may, upon seventy-two (72) hours' prior notice to Seller, conduct such inspections of the Property, determine general code requirements for development of the Property for Purchaser's intended use, and conduct any such other investigations of the Property as Purchaser deems necessary. Prior to entry onto the Property, Purchaser or its contractors entering the Property will provide Seller with reasonable proof of commercial liability insurance and applicable workmen's compensation insurance with general liability coverage in an amount of not less than One Million and No/100 Dollars ($1,000,000.00), naming Seller as an additional insured. Purchaser agrees to provide a certificate of insurance evidencing such coverage and endorsement to Seller before commencing any of the activities provided for in this Subsection 6(a) and further agrees that such insurance shall be maintained in full force and effect until the completion of Purchaser's inspections.

(b) To the extent permitted by Missouri law, Purchaser hereby agrees to indemnify and hold Seller harmless from all cost and expense resulting from any claims or damages caused by such inspections, examinations, and tests, including the reasonable attorney's fees and court costs incurred by Seller in the defense of any claims, damages, or in the quieting of title in the name of Seller with respect to any mechanic or other liens filed by third parties seeking to collect such claims or damages (the "Purchaser's Indemnity Obligations"), provided, however, that Purchaser shall not be liable nor have any indemnification obligations for the following, without limitation: (i) any pre-existing conditions on the Property that are discovered by Seller or Purchaser during the course of their respective inspections, investigations, or tests of the Property, and (ii) claims or damages caused by or resulting from the gross negligence of Seller. Purchaser's Indemnity Obligations, if any, shall survive the Closing or the earlier termination of this Agreement for any reason.

(c) Notwithstanding anything contained herein to the contrary, Purchaser may elect to terminate this Agreement, for any reason or no reason, by giving Seller written notice of Purchaser's intent to terminate on or before the end of the Due Diligence Period. In the event such

notice is given pursuant to this Subsection 6(c), then neither Seller nor Purchaser shall have any further obligations or rights under this Agreement, except as otherwise provided herein. In the event Purchaser fails to provide Seller with notice of its election on or before expiration of the Due Diligence Period, Purchaser shall be deemed to have elected to waive its right to terminate this Agreement.

7. CONDITION OF PROPERTY; DAMAGE; CONDEMNATION. If, prior to Closing, any portion of the Property is permanently taken under the power of eminent domain or any access to the Property is destroyed due to casualty or permanently taken under the power of eminent domain, Purchaser may elect to terminate this Agreement by giving written notice to Seller of its election to terminate this Agreement (the "Termination Notice") within fourteen (14) days after receiving notice of such destruction or permanent taking. If Purchaser does not provide such Termination Notice within such fourteen (14)-day period, the transaction contemplated herein shall be consummated on the Closing Date and at the full Purchase Price, and Seller shall assign to Purchaser the physical damage proceeds of any insurance policy payable to Seller, or Seller's portion of any condemnation award, in both cases, up to the amount of the Purchase Price, and, if an insured casualty, pay to Purchaser the amount of any deductible but not to exceed the amount of the loss. If Purchaser elects to terminate this Agreement pursuant to this Section 7, the parties hereto shall have no further rights or obligations hereunder, except for those which expressly survive such termination according to this Agreement. Notwithstanding the foregoing, the risk of loss, damage, or destruction to any of the Property shall remain with Seller until the Closing.

8. WARRANTIES AND REPRESENTATIONS.

(a) Seller hereby warrants and represents to Purchaser as follows:

(i) Seller is duly organized, validly existing, and in good standing under the laws of the State of Nebraska.

(ii) This Agreement has been duly executed and delivered by Seller and constitutes the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Seller is not a "foreign person," "foreign trust" or "foreign corporation" (as those terms are defined in the Internal Revenue Code of 1986, as amended, and related Income Tax Regulations).

(iv) Seller is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control of the Department of Treasury ("OFAC") (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(v) No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to Seller's knowledge, has been threatened in writing, against Seller.

(b) Purchaser hereby warrants and represents to Seller as follows:

(i) Purchaser is duly organized, validly existing, and in good standing under the laws of the State of Missouri.

(ii) This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, subject to applicable bankruptcy, insolvency, and other similar laws affecting the enforceability of creditors' rights generally.

(iii) Purchaser is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of OFAC of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism), the US Patriot Act, or other governmental action.

(iv) Purchaser is not a "Plan", nor a Plan "Fiduciary", nor an entity holding "Plan Assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "ERISA") nor, to the best of Purchaser's knowledge, an entity whose assets are deemed to be Plan Assets under ERISA, Purchaser is acquiring the Property for Purchaser's own personal account and, to the best of Purchaser's knowledge, the Property shall not constitute Plan Assets subject to ERISA upon conveyance of the Property by Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or Purchaser's representation is found to be false or misleading in any respect.

(c) All warranties and representations shall be true as of the Effective Date and as of the Closing Date, and shall survive Closing, as set forth in Section 23 below.

(d) With exception of anything contained in this Agreement and any other documentation or communication delivered in accordance herewith, Purchaser acknowledges that (i) it is purchasing the Property "as is" with all its faults, and that except as specifically provided in this Agreement, Seller has made no representation or warranty whatsoever about the Property or the Property's condition, fitness for any particular use, value, or otherwise, (ii) Purchaser shall be fully responsible for making whatever investigations of the Property it desires to make, and (iii) in connection with its purchase of the Property, Purchaser shall rely solely upon its own judgment and the judgment of its own experts and whatever inspections and valuations of the Property that Purchaser may elect to perform or have performed.

(e) Each party hereby agrees to indemnify and hold harmless the other such party from and against any liability, cost, damage, loss, claim, expense, or cause of action (including, but not limited to, attorneys' fees and court costs) incurred by or threatened against said other party as a result of any breach of any of the warranties or representations contained in this Section 8; provided, however, that Purchaser's indemnification obligations under this subsection are limited to the extent permitted under Missouri law.

9. CONDITIONS PRECEDENT.

(a) Purchaser's obligation to purchase the Property and pay the Purchase Price is expressly contingent upon the following:

(i) Seller shall have performed and observed, in all material respects, all covenants of Seller under this Agreement and the Transaction Documents to which Seller is a party and Seller shall not be in default under this Agreement or any Transaction Document to which Seller is a party;

(ii) The representations and warranties made by Seller in this Agreement shall be true and correct as of the Closing Date;

(iii) The CID Funding shall have been closed and CID Funding proceeds shall have been allocated and be available as of the Closing Date in an amount sufficient to pay the Purchase Price and any other Closing costs or fees payable by Purchaser under this Agreement, including, without limitation, Purchaser's attorney's fees; and

(iv) Seller shall have acquired fee simple title to the Property.

(b) Seller's obligation to sell the Property to Purchaser is expressly contingent upon the following:

(i) Purchaser shall have performed and observed, in all material respects, all covenants of Purchaser under this Agreement and the Transaction Documents to which Purchaser is a party and Purchaser shall not be in default under this Agreement or any Transaction Documents to which Purchaser is a party;

(ii) The representations and warranties made by Purchaser in this Agreement shall be true and correct as of the Closing Date; and

(iii) Seller shall have acquired fee simple title to the Property.

10. BROKERAGE COMMISSION. Seller warrants and represents to Purchaser that it has not incurred any liability for any brokerage fee or commission in connection with the execution and delivery of this Agreement, the Property, or the consummation of the transaction contemplated hereby. Neither party hereto has had any contact or dealing regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finder's fee as a procuring cause of the sale contemplated herein. In the event that any other broker or

finder perfects a claim for a commission or finder's fee, the party responsible for the contact or communication on which the broker or finder perfected such claim shall indemnify, save harmless and defend the other party from said claim and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same; provided, however, that Purchaser's indemnification obligations under this section are limited to the extent permitted under Missouri law. The provisions of this Section 10 shall survive the Closing or the earlier termination of this Agreement. **[THE PRINCIPAL OF SELLER IS A LICENSED REAL ESTATE BROKER FOR WOODSONIA REAL ESTATE, INC.]**

11. TAXES; EXPENSES; CLOSING ADJUSTMENTS.

(a) All customarily proratable items, including, without limitation, assessments and real estate taxes, shall be prorated as of the Closing Date, Seller being charged and credited for all of the same relating to the period up to the Closing Date and Purchaser being charged and credited for all of the same relating to the period on and after the Closing Date. Purchaser is a tax exempt entity and the parties anticipate that the Property will be exempt from taxation for so long as Purchaser is the owner of the Property. To the extent that the Property is part of a larger tax parcel, the square footage of the Property as compared to the square footage of the larger tax parcel shall be taken into account when calculating the prorations as contemplated herein. If the amount of any such proratable item is not known on the Closing Date, such item shall be apportioned on the basis of the comparable period of the prior year and shall be considered final as of the Closing Date.

(b) Costs, expenses, and fees incurred in connection with the transaction contemplated herein shall be allocated as follows:

(i) Seller shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost of preparation of the Deed and any other instruments or documents required to be delivered by Seller to Purchaser at Closing, (C) the cost to cure any title defects, if any, including, without limitation, the cost to record any necessary documents against the Property, including any costs related to the release of all monetary encumbrances on the Property at or prior to Closing, and (D) the costs and expenses of Seller's legal representation, if any.

(ii) Purchaser shall pay: (A) one-half (1/2) of any escrow or closing fees charged by the Escrow Agent, (B) the cost to record the Deed, (C) the cost of the Title Commitment, the title examination, and the Title Policy, including any endorsements to the Title Policy and the cost of any extended coverage, (D) the title insurance premium for any loan title insurance policy issued in connection with the transaction contemplated herein and the cost of any endorsements issued in connection with such title insurance policy, and (E) all intangible taxes or any other charges in connection with recording a deed of trust, if any. Notwithstanding the foregoing, it is anticipated and expected that proceeds from the CID Funding will pay for all costs incurred by Purchaser in connection with this transaction. To the extent that the IDA Bond proceeds are insufficient to pay for Purchaser's costs under this Agreement, Seller shall be responsible for paying for all such costs at closing, including Purchaser's attorney's fees. The parties acknowledge that Seller may seek reimbursement from Purchaser as provided in the Cooperative Agreement.

12. DEFAULT; REMEDIES.

(a) If Purchaser defaults hereunder, including, without limitation, Purchaser's breach of Purchaser's Indemnity Obligations, Seller may terminate this Agreement by notice to Purchaser, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Seller may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Seller's right to recover, as damages, Seller's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Purchaser has agreed to indemnify Seller under the terms of Purchaser's Indemnity Obligations.

(b) If Seller defaults hereunder, including, without limitation, Seller's breach of its indemnification obligations under this Agreement, then Purchaser may terminate this Agreement by notice to Seller, whereupon this Agreement will terminate and neither party hereto will have any further rights or obligations hereunder, and Purchaser may seek all remedies available at law or in equity, including, without limitation, specific performance of this Agreement and Purchaser's right to recover, as damages, Purchaser's out of pocket costs and expenses incurred in defending any claim by a third party for costs, losses, claims, and expenses for which Seller has agreed to indemnify Purchaser under the terms of this Agreement.

13. SUCCESSORS AND ASSIGNS. This Agreement shall bind and inure to the benefit of Seller, Purchaser, and their respective successors and assigns. Purchaser may assign an interest in this Agreement or otherwise designate the City or another political subdivision to accept title to all of the Property upon the prior written consent of Seller, which consent may be withheld at Seller's sole discretion, and subject to the prior approval of the City or other political subdivision.

14. GOVERNING LAW. This Agreement will be governed by the laws of the State of Missouri.

15. NOTICES. Any and all notices required or permitted under this Agreement shall be made or given in writing and shall be delivered in person or sent by postage, pre-paid, United States Mail, certified or registered, return receipt requested, or by a recognized overnight carrier (i.e., Federal Express), or by electronic mail, to the other party at the addresses set forth below, and such address as may be furnished by notice in accordance with this Section 15. Except where otherwise provided herein, all such notices shall be deemed to have been given as of the date of delivery if personally delivered, as of three (3) days after posting in the United States Mail if sent by certified or registered mail, as of one (1) business day after mailing if sent by a recognized overnight carrier, or on the date of sending if sent by electronic mail. Said notice addresses for each party are as follows:

To Seller: Prospect Village LLC
Attn: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: drew@woodsonia.net
Phone: 402-669-1163

With copy to:

Prospect Village LLC
Attn: Natalie Wordekemper, General Counsel
20010 Manderson Street, Suite 101
Elkhorn, Nebraska 68022
Email: natalie@woodsonia.net
Phone: 402-650-2764

To Purchaser:

Woodsonia Marketplace Community Improvement District
20010 Manderson Street, Suite 101
Elkhorn NE 68022
Attn: Natalie Wordekemper
Email: natalie@woodsonia.net

With a copy to:

Rouse Frets White Goss Gentile Rhodes , P.C.
801 Belleview Suite 500
Kansas City, Missouri 64112
Attn: William B. Moore
Email: wmoore@rousepc.com

16. CALCULATION OF DATES. In the event that the last day for giving notice hereunder or for the performance of any obligation hereunder, or any other date hereunder, including Closing, falls upon a Saturday, Sunday, the Friday immediately following Thanksgiving, or a legal holiday, the last day for said notice or performance shall be deemed to be the next day which is neither a Saturday, Sunday, the Friday immediately following Thanksgiving, nor a legal holiday.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and cannot be amended or supplemented except by written agreement signed by all parties.

18. COUNTERPARTS & ELECTRONIC DELIVERY. This Agreement may be executed in one or more counterparts, each of which shall be deemed one instrument and all of the counterparts together shall constitute one and the same instrument. To expedite the transaction contemplated herein, electronic or facsimile signatures may be used in place of original signatures on this Agreement and any amendments thereto. Seller and Purchaser intend to be bound by the signatures on such document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

19. CAPTIONS. All captions, headings, section and subsection numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Agreement.

20. SEVERABILITY. The invalidity or unenforceability of a particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed, in all respects, as if such invalid or unenforceable provision were omitted.

21. SECTION 1031 EXCHANGE. Either Seller or Purchaser, through the use of a qualified intermediary, may transfer or acquire the Property, or a portion of interest therein, through a tax-free exchange, deferred exchange, or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however, (a) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing; (b) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity, in any respect, for any matters in connection with any such exchange other than payment of the Purchase Price in exchange for the conveyance to Purchaser of fee simple title to the property, subject only to those matters permitted under this Agreement; and (c) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability, and expense in connection with such exchange.

22. TIME OF ESSENCE. Time is of the essence of this Agreement.

23. SURVIVAL. The indemnities set forth herein will survive the Closing or any termination of this Agreement, and the warranties and representations set forth herein shall survive the Closing.

24. ATTORNEYS' FEES. In the event of any dispute regarding the terms of this Agreement, if either party employs attorneys to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party such reasonable attorneys' fees and costs incurred.

25. 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.

[Remainder of page left blank intentionally. Signatures on following page(s).]

IN WITNESS WHEREOF, this Agreement has been duly executed, sealed, and delivered by the parties hereto, as of the day and year written below.

SELLER:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Manager

Date: _____

PURCHASER:

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT,
a Missouri community improvement district and political subdivision

By: _____

_____, Chairman

Date: _____

EXHIBIT "A"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "B"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "C"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "D"

Legal Description and Map of the Property to be Acquired

<INSERT LEGAL DESCRIPTION>

MAP OF PROPERTY ON NEXT PAGE

EXHIBIT "E"

Legal Description and Map of the District Boundary

<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT ON NEXT PAGE

EXHIBIT H

Form of Developer Agreement

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (this "**Agreement**") is made and entered into as of _____, 20__ ("**Effective Date**"), by and between **PROSPECT VILLAGE, LLC**, a Nebraska limited liability company ("**Developer**"), and the **WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT**, a Missouri political subdivision ("**District**"). District and Developer collectively are referred to herein as the "**Parties**" (or each as a "**Party**").

RECITALS:

A. On November 17, 2025, the City Council of the City of Joplin, Missouri ("**City**") adopted Ordinance No. 2025-170, pursuant to which the City (i) approved the Petition for the Creation of the Woodsonia Marketplace Community Improvement District ("**Petition**"), which includes the property described and depicted on **Exhibit A** attached hereto ("**District Area**"), (ii) found the District Area as described in the Petition to be a blighted area, and (iii) established the District for the purposes set forth in the Petition in accordance with the Missouri Community Improvement District Act, §§ 67.1401, *et seq*, RSMo, as amended ("**CID Act**").

B. District was formed to fund public improvements within the District Area, including acquisition and construction of public infrastructure, site mitigation and cleanup, mass grading, property acquisition, demolition and other eligible costs, the acquisition and relocation of an existing business, land to be used for a public park, right of way and detention facilities , and such other improvements or services within the District Area as described in the Petition, as it may be amended from time to time (collectively, the "**CID Project**").

Upon completion, certain improvements will be dedicated to the City or the District.

C. The Developer is the approved developer under a Redevelopment Plan approved by the City, which contemplates successful formation of two community improvement districts, the Woodsonia Marketplace CID which 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, and the Sports Facility CID which will impose a one percent (1%) sales tax used to fund construction of the Joplin Sports Complex.

The City has entered into a Tax Increment Financing Agreement with the Developer providing for the Developer's role in acquiring, constructing a project including the site of the CID Project, and a multi-sport facility to be constructed, using multiple funding sources. The parties contemplated memorializing the developer duties upon (i) approval of TIF Plan, (ii) establishment of the Woodsonia Marketplace CID and imposition of the Woodsonia Marketplace CID Sales Tax and approval and execution of the Woodsonia Marketplace CID Cooperative Agreement and (ii) establishment of the Sports Facility CID, imposition of the Sports Facility CID Sales tax and approval and execution of the Sports Facility CID Cooperative Agreement.

D. District, Developer, and City have entered into or intend to enter into a Cooperative Agreement ("**Cooperative Agreement**") setting their respective rights and obligations with respect to the financing and construction of the CID Project.

E. Developer owns or intends to acquire the property necessary for the CID Project ("**CID Project Property**"), which property is legally described and depicted on the attached **Exhibit B**, and Developer will cause the CID Project Property to be transferred to and titled in the name of District pursuant to a separate purchase and sale agreement.

F. The Parties anticipate that the Industrial Development Authority of the City of Joplin, Missouri or other authorized issuer ("**Issuer**") will issue bonds ("**Bonds**") to fund the CID Project. Revenue generated by District's one percent (1.0%) sales tax within District Area will be used to pay debt service on the bonds as provided in the Cooperative Agreement and the separate bond financing agreements. The Parties further anticipate that District and Issuer will enter into certain financing documents related to the Bonds (collectively, the "**Financing Documents**") establishing, among other things, the process for disbursement of Bond proceeds and the payment of Project Costs (as defined in Section 2.3 below) in accordance with the Approved Construction Budget (as defined in Section 2.1(a) below).

G. Developer is required to construct the CID Project pursuant to the terms and conditions contained in the Cooperative Agreement and in accordance with this Agreement.

H. District and Developer acknowledge that Developer has engaged certain professional services providers who each have experience with the planning, design, and construction of the CID Project, including OWN, Inc. for surveying and engineering design services (the "**Engineer**"), and Holland Basham Architects for architectural services (the "**Architect**"). *ADD OTHERS*: _____.

District desires to hire Developer to provide services in connection with construction of the CID Project on the CID Project Property pursuant to the terms and conditions of and in accordance with agreements (collectively, the "**Construction Documents**") entered into by Developer with the Engineer and the Architect, and one or more prime general contractors identified by Developer and approved by District (collectively, the "**Contractor**"), and such other parties which are necessary in order to develop, construct and complete the improvements as approved by District. All improvements to be constructed and completed as part of the CID Project and on the CID Project Property, along with all necessary approvals and permits, common areas, and are collectively hereinafter referred to as the "**Improvements.**"

AGREEMENTS:

For and in consideration of the mutual covenants and agreements herein contained, the adequacy of all of which consideration is hereby acknowledged, District and Developer hereby make and enter into this Agreement on the following terms and conditions:

Article 1
Development Services

1.1 Engagement. Subject to the provisions of this Agreement, District hereby engages Developer for performance of the duties herein set forth regarding the design and the construction

of the Improvements. Subject to the provisions of this Agreement, Developer hereby accepts such engagement and, shall, during the term of this Agreement cause to be performed the design and the construction of all of the Improvements, including all activities related to the CID Project until final completion of the Improvements. Such duties on the part of Developer shall include, but are not limited to, the following:

(a) Work with the District in the selection of, negotiation with (including scopes of work and fees), and engagement of the Engineer, Architect and such other consultants as Developer may deem necessary or desirable for the CID Project and the design and the construction of the Improvements. By this Agreement, District approves of Developer's selection and hiring of the Engineer and the Architect. Upon execution of this Agreement, Developer shall provide to District copies of all contracts and agreements with the Engineer and the Architect related to the CID Project;

(b) Provide information and guidance to the District in the preparation and evaluation of the budgets, plans and specifications, construction schedules and other design parameters for the development of the CID Project, including estimates of costs of construction. A copy of the current budget for the CID Project is attached as **Exhibit C**;

(c) Review and provide guidance to the District regarding material designs and specifications for the Improvements in consultation and collaboration with the Engineer and the Architect, including the establishment of procedures for review of bids, working drawings, samples and construction data;

(d) Monitor compliance with the Construction Documents;

(e) Provide day-to-day oversight and administration of the CID Project;

(f) Provide assistance in administering the Bonds and draws from the project fund and other funds established for the CID Project, including assisting in the preparation of all draw requests for each draw, subject to District's approval and, as applicable, the City's approval;

(g) Coordinate the services of the Architect, the Engineer and other design professional(s) for the CID Project, including: (i) coordinate efforts to ascertain the zoning, building code, or other governmental compliance issues for the CID Project and obtain any necessary variances relating thereto that are requested and approved by District; (ii) coordinate efforts to obtain soils reports, environmental reports, and studies requested by District or recommended by Developer and approved by District in connection with the CID Project; (iii) coordinate implementation of environmental responses and remediation actions recommended by an environmental consultant approved by District; (iv) obtain preliminary site plans, surveys, topographical surveys and schematic designs and elevations for the CID Project; (v) manage, oversee and coordinate the design of the Improvements, including managing and monitoring the performance of the Architect and the Engineer pursuant to the terms of the Construction Documents;

(h) Coordinate the preparation of all submissions necessary in connection with obtaining any and all permits, licenses, variances and approvals that are necessary to construct the Improvements and to construct and operate the CID Project as a whole, including, without limitation, any of same pertaining to (i) demolition of any existing improvements, site plan approvals, engineering permits, traffic and department of transportation permits, sewer and storm water management permits, parking variances, any required comprehensive land plan amendments, or any amendments to or approvals required under any applicable development of regional impact plan, satisfaction of all concurrency requirements, (ii) signs, driveways (including ingress and egress to public thoroughfares), (iii) environmental controls and (iv) any other permits or approvals necessary for Developer to obtain a permanent certificate of completion (individually, a "**Permit**" and collectively, the "**Permits**"), and negotiate with and act as liaison to all applicable governmental authorities in connection with obtaining the Permits. Developer will use its best commercially reasonable efforts and be diligent in pursuing such Permits and Developer will assist District with the coordination of the close out of all Permits with all applicable governmental authorities, District and Developer's contractors at the appropriate time;

(i) Coordinate the development of the construction drawings and specifications for the CID Project (collectively, the "**Construction Drawings and Specifications**"). The Construction Drawings and Specifications, as approved by District in accordance with Section 1.3 below, are herein called the "**Approved Plans and Specifications**";

(j) Review and process applications by the Contractor for progress and final payments;

(k) Coordinate and oversee the completion of the Work (as defined in Section 1.5 below) and services to be performed by the Contractor for the CID Project;

(l) Administer the construction of the CID Project to facilitate the Improvements being constructed, equipped, furnished, and completed in a good and workmanlike manner in accordance with the Approved Plans and Specifications, the Construction Documents and the Approved Construction Budget;

(m) Work with District to cause all payments to Contractor and Suppliers (as defined in Section 1.7(b) below) to be disbursed regularly and punctually prior to the expiration of any applicable grace period, to the extent applicable, and to the extent District provides sufficient funds therefore in a timely basis and to the extent provided in this Agreement;

(n) Coordinate establishing and negotiating agreements with governmental agencies or entities and with utility service providers, as necessary or appropriate in connection with the CID Project, and enforce compliance of such agreements in consultation with District;

(o) Coordinate, review, negotiate and approve all agreements with utility service providers, public utility companies, applicable governmental authorities, and/or any other third parties, as applicable, with respect to the construction of all public utilities, which are required by applicable governmental authorities and/or are necessary for the development of the CID Project, including, but not limited to, making recommendations to District for modifications to such agreements and oversee and monitor the performance by the Contractor of the terms and conditions of such agreements and enforce the compliance of such agreements in consultation with and at the direction of District;

(p) Procure and maintain, or cause the Contractor to procure and maintain, insurance policies of such types and in such coverage amounts as are customary for a CID Project of this size and nature, including, but not limited to, workers' compensation insurance, employers' liability insurance, business automobile liability insurance, commercial general liability insurance, and umbrella/excess liability insurance, and to further require that the City, Trustee, and District each be named as an additional insured under the Contractor's policies; provided, however, that the coverage amounts of such policies shall not be less than as provided in the TIF Contract. As evidence, a certificate of all such insurance policies shall be provided to District showing the policy is in full force and effect. Such policies may not be canceled without prior notice to District, Trustee, and the City; and

(q) Perform all other services that are reasonably requested by District.

Notwithstanding the foregoing in this Article 1, District expressly acknowledges that (i) Developer will not be acting, and does not purport to act, as a design professional, and that the Engineer and the Architect shall have sole responsibility for the engineering and design of the CID Project, (ii) the Contractor, and not Developer, shall have sole responsibility for the execution of the means, methods and sequence of the construction work to be performed by such party under the Construction Documents for the CID Project.

District shall appoint an officer or other representative who is authorized to act on behalf of District and who is authorized to provide the consent and/or approval of District as required by this Agreement ("**District Representative**"). District Representative, at his discretion or as may be required by the CID Act, is directed to submit to District's Board of Directors for approval any item under this Agreement. District hereby notifies Developer that District Chairman _____ (or his designee) is District Representative.

1.2 Compensation. In consideration for the financing provided by District for the CID Project, and other duties and obligations of District under the Cooperative Agreement, the Parties agree Developer will be paid, as indicated in the approved CID Project budget attached as **Exhibit C**, a Developer fee of seven percent (7%) of all hard costs, soft cost and FF&E for the CID Project and paid solely from the Bonds or any revenue sources available to the District at the time of each Disbursement Request (as defined in Section 2.3 below). Notwithstanding the foregoing, the Parties acknowledge that District's sole source of payment of the Developer Fee is from proceeds of the Bonds and that the issuance of the Bonds, in an amount sufficient to include the Developer Fee, shall be a condition precedent to the District's obligation to pay the Developer Fee.

1.3 Approval of the Construction Drawings and Specifications. As soon as practically possible but before commencement of the Work, Developer shall submit the Construction Drawings and Specifications for Districts approval. In the event District fails to review the Construction Drawings and Specifications within thirty (30) days after receipt thereof, the Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the Construction Drawings and Specifications, Developer shall cause the appropriate changes to be made to the Construction Drawings and Specifications, and District shall have fifteen (15) days following receipt of the revised Construction Drawings and Specifications to review the same. In the event District fails to review the revised Construction Drawings and Specifications within said 15-day period, the revised Construction Drawings and Specifications shall be deemed approved. In the event District makes comments to the revised Construction Drawings and Specifications, the foregoing process shall be repeated until District approves the revised Construction Drawings and Specifications.

1.4 Governmental Requirements and Permits. As soon as practically possible but before commencement of the Work, Developer shall apply for and obtain any and all Permits. Such Permits shall be on a valid and irrevocable basis and on terms and conditions satisfactory to District. Any changes to the Approved Plans and Specifications proposed by Developer in order to comply with any Governmental Requirements (as defined in Section 1.5 below) shall be subject to the prior approval of District pursuant to the same procedures as are set forth in Section 1.3.

1.5 Construction Contract. Pursuant to the terms hereof, Developer shall assist in the selection of the Contractor who will perform or cause to be performed the on-site and off-site work required to construct the Improvements on the CID Project Property in accordance with the Approved Plans and Specifications (collectively, the "**Work**").

The Work must be competitively bid and Developer shall cause to be published at least two (2) times in a newspaper in general circulation in the City a notice advertising for bids. The last publication notice shall be published at least fourteen (14) days before the scheduled bid opening. Developer shall comply with District's work procurement policy, a copy of which is attached hereto as **Exhibit D**. Developer shall keep District informed with respect to the bidding process for the Work and provide District with reasonable notice of the time, date and place of the opening of such bids, and District shall have the right to be present at such opening and inspect each bid submitted. Developer shall select the lowest and best bid or proposer/qualifier. The approved contract(s) are hereinafter called the "**Contract(s)**". Developer shall provide District with complete copies of all Contracts. The Contracts shall be freely assignable, contain a substantial penalty for failure of the Contractor to timely perform and provide construction warranties and guarantees for the Work for a period of at least twelve (12) months after substantial completion of the Work. The Contracts shall require that the Work shall comply with the provisions of this Agreement and all requirements of law, including all rules, regulations, ordinances, statutes and guidelines promulgated by any applicable governmental or quasi-governmental authorities, agencies or organizations with jurisdiction (collectively, the "**Governmental Requirements**"). The Contracts shall provide that the Contractor shall perform and complete the Work in accordance with the Approved Plans and Specifications and in

conformity with the requirements of the Engineer to the extent such construction requirements, procedures, guidelines and Design Criteria are applicable to the Work.

(a) In accordance with Section 107.170, RSMo, as amended, Developer shall procure or require the Contractor to procure a payment and performance bond issued by a surety acceptable to District (the "**Payment and Performance Bond**") with regard to the Contracts, naming District, the Issuer, and Trustee ("**Trustee**") selected by the Issuer for the Payment and Performance Bond, as dual obligees thereunder.

(b) Developer shall comply, and shall cause the Contractor and all subcontractors to comply, with all Governmental Requirements, including, but not limited to, Sections 290.210 through 290.340, RSMo, as amended, for the payment of prevailing wages to contractors and subcontractors in connection with the construction of the CID Project.

(c) Developer shall cause Contractor to provide all warranties and maintenance bonds customarily provided on projects of a similar nature to the CID Project or as the City may otherwise require in connection with the CID Project.

(d) Developer represents and covenants to the District that Developer will not self-perform any of the Work and that Developer will not guarantee, warrant, or otherwise assume financial responsibility for the work of others on the CID Project, or provide the District with a guaranteed maximum price for the work of others on the CID Project, or furnish or guarantee a performance or payment bond for the Contractor on the CID Project.

1.6 License. For so long as Developer is in compliance with the Cooperative Agreement and this Agreement, District hereby grants to Developer and its contractors, subcontractors, agents, employees, and representatives a non-exclusive right of access (the "**Right of Access**") over and on the CID Project Property for the purpose of constructing the CID Project. District makes no representations with respect to the CID Project Property or its condition, and Developer acknowledges that it is not relying on any representations of District with respect to the use or condition of the CID Project Property. This Agreement grants Developer and its contractors, subcontractors, agents, employees, and representatives the privilege and permission to use the CID Project Property in its present condition "as is" without any warranties and subject to the terms and conditions set forth herein.

1.7 Sales Tax Exemption Certificate. District will provide to Developer a sales tax exemption certificate applicable to the purchase of construction supplies and materials necessary for the CID Project in accordance with Section 144.062, RSMo, as amended, and other applicable Governmental Requirements. Notwithstanding the foregoing, the District's sales tax exemption certificate shall apply only to the public portions of the CID Project and no other portion of the CID Project and all references to the CID Project in this Section 1.7 or elsewhere in this Agreement pertaining to the District's sales tax exemption certificate shall include only the public portion of the CID Project and no other portion of the CID Project.

(a) Agency Relationship. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, District appoints and, confirms the appointment of, Developer as its agent to purchase materials ("**Materials**") necessary for the construction of the CID Project for and on behalf of District. Developer has the right (with notice to District) to make the Contractor hired by Developer for the construction of the CID Project a subagent for the purchase of the Materials, and accordingly, Developer appoints Contractor as subagent for District for the limited purpose of purchasing the Materials. District and Developer confirm that the Contractor is authorized to appoint its subcontractors as subagents of District for the limited purpose of purchasing Materials.

(b) Title to Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, title to the Materials shall pass to District directly from the persons or entities that sell Materials for construction of the CID Project, including subcontractors ("**Suppliers**"), but only after the Materials have been inspected and accepted by Developer acting as the agent of District (or by Contractor or another person or entity acting as Developers' subagent). After this purchase, title to the Materials shall remain in District.

(c) Procedure for Purchase of Materials. Notwithstanding anything to the contrary contained in this Agreement or the Cooperative Agreement, payment to the Suppliers for the Materials shall be made subject to the following provisions:

(i) Developer shall include, or cause to be included, in contracts with the Suppliers that sell the Materials necessary for the construction of the CID Project: (1) a provision acknowledging that title to the Materials shall pass directly to District from the Suppliers, but only after the Materials have been inspected and accepted by Developer or the Contractor, acting as agents of District; and (2) a provision that requires the Suppliers to properly submit detailed invoices for materials ("**Invoices for Materials**") for review and approval to District, Developer, the City and Trustee, which Invoices for Materials, upon their approval, will be paid by Trustee pursuant to Disbursement Requests issued by Developer and District. The Invoices for Materials must reflect that Developer, the Contractor or a subcontractor is purchasing the Materials on behalf of District as District's agent or subagent.

(ii) Developer shall ensure that all payments for the Materials shall be made using funds of District (either initially or ultimately by virtue of District's obligation to reimburse Developer pursuant to the Cooperative Agreement), and all receipts evidencing such payment shall reflect that payment was received from Trustee pursuant to a Disbursement Request issued by Developer and District.

(iii) Developer shall keep full and complete records of the Materials purchased on behalf of District and shall provide District reasonable access to those records, as may be necessary or desirable to ascertain that the Materials are, in fact, being acquired in accordance with this Agreement.

(iv) Developer acknowledges and affirms that it is buying the Materials, or causing the Materials to be bought by the Contractor or subcontractors, on behalf of and as agent for District. Developer further acknowledges and affirms that any such Materials purchased are the sole property of District.

Article 2
Budgets; Reports; Reimbursements

2.1 Budgets.

(a) Developer has submitted to District, and District hereby approves, the construction budget for the CID Project attached hereto as **Exhibit C** (the "**Construction Budget**"). The initial Construction Budget for the CID Project attached hereto as **Exhibit C**, and as may be revised and updated from time to time and approved by District, is herein called the "**Approved Construction Budget.**" The Approved Construction Budget shall not be modified, amended, updated or revised without the prior approval of District; provided, however, notwithstanding anything contained herein to the contrary, Developer may, without prior District approval to the Approved Construction Budget, transfer amounts among each line item category in **Exhibit C** so long as Developer does not (a) exceed the aggregate of the total Project Costs, (b) transfer to line items that are not eligible for District funds, (c) transfer amounts to the Project Administration line items that result in an increase to said line items of more than ten percent (10%), or (d) result in any additional fees or payments directly to Developer. Notwithstanding anything to the contrary in this Agreement, District's Board of Directors shall approve any changes to the Approved Construction Budget that Developer is not authorized to make without District's approval.

(b) Developer shall, upon the request of District, submit to District for District's approval an updated or revised Construction Budget. If District has objections to such revisions or modifications to the then existing Approved Construction Budget, then District shall advise Developer of District's specific objections thereto within five (5) business days after its receipt thereof and Developer will then revise such updated or revised Construction Budget to address such objections and resubmit the same to District within five (5) business days after its receipt of such objections thereto; whereupon, the process set forth above shall be utilized again until such updated or revised Construction Budget has been approved by District. If an updated or revised Construction Budget is not timely approved by District, then the immediately prior and then existing Approved Construction Budget shall continue to apply and the scope of duties and obligations of Developer hereunder as they relate to such immediately prior and then existing Approved Construction Budget shall

remain those that are contemplated by such immediately prior and then existing Approved Construction Budget and not those duties and obligations contemplated by the updated or revised Construction Budget.

2.2 Books and Records; Reports.

(a) Developer shall maintain books, journals and orderly files containing prevailing wage records as required by Sections 290.210, RSMo, through 290.340, RSMo, as amended, insurance policies, correspondence, receipts, bills and vouchers, and all other documents and papers pertaining directly to the CID Project (collectively, the "**Records**"). Developer agrees to keep the Records safe, available, and separate. District shall have the right to audit all such Records, and Developer will cooperate with and give reasonable assistance to District and any accountant or other person designated by District to examine and audit such Records and shall provide District or its designated representatives with access to, and the right to inspect and copy, such Records.

(b) Commencing with the execution of the Construction Documents or any one of them, Developer shall monitor the Approved Construction Budget for construction costs and prepare or cause to be prepared and deliver financial reports to District upon request.

(c) As soon as reasonably practicable after the actual substantial completion date of the CID Project, Developer shall:

(i) deliver, or cause to be delivered, to District a final construction report prepared by the Contractor, which report will set forth the total hard costs and the total soft costs incurred in connection with the construction of the Improvements to the actual substantial completion date, an estimate of any costs in addition thereto necessary to achieve final completion and a summary of all change orders, delays, disputes, and claims; and

(ii) deliver to District warranties, guaranties, and operating manuals obtained from the Contractor and any subcontractors or Suppliers whose work or materials are covered thereby and which have not previously been delivered to District, as well as a set of as-built plans of the CID Project when such plans have been completed, subject to Developer confirming and verifying that all such warranties, guaranties, operating manuals and as-built plans conform to the requirements of the Construction Documents prior to delivering the same to District.

2.3 Payment of Project Costs; Reimbursement of Certain Advances by Developer.

(a) Developer shall coordinate and submit requests for disbursements from the Bonds for the Project Costs first to the City, then to the District, and upon receipt of both such approvals, to the Trustee as such costs are incurred in accordance with the Approved Construction Budget and as required by the Cooperative Agreement and the Financing Documents.

(b) "**Project Costs**" shall mean all amounts paid or payable by District with Bond proceeds as such costs are incurred in accordance with the Approved Construction Budget that are true third party costs and expenses related to the CID Project. The Parties acknowledge that District's sole source of funding for payment of the Project Costs is the Bonds and proceeds therefrom.

(c) Developer will prepare for submission and approval to City and the District a Disbursement Request based upon the invoices, billings and applications for payment submitted by the Contractor or any contractors, subcontractors, design professional, consultant or supplier for the Improvements or the Architect or the Engineer, as the case may be (each such request, a "**Disbursement Request**").

(d) Each Disbursement Request will include only those sums which Developer believes, after its review of such Disbursement Request and its review of the Improvements then completed which are the subject of such Disbursement Request, are then properly due and owing for the design and construction of the Improvements which has been completed at such time. Each Disbursement Request will be accompanied by conditional lien waivers and Developer's and the Engineer's or the Architect's, as applicable, certification that, to the respective knowledge of Developer and the Engineer or the Architect, as applicable, (i) the amount requested is a true and correct statement of amounts due to the parties indicated therein, (ii) that design and construction has progressed to the point indicated, (iii) that the Work then completed has been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents (and to the extent that the Work then completed has not been performed and completed in accordance with the Approved Plans and Specifications and the Construction Documents, then such certification shall identify such incomplete and/or defective portion of the Work and any Work that needs to be completed in accordance with the Approved Plans and Specifications and the Construction Documents, including any work that needs to be performed to fix the defective Work), and (iv) to the extent that any Work has not been completed satisfactorily or is incomplete, Developer's recommendations of the time within which the Contractor or subcontractors shall complete the same (whether prepared and delivered separately by Developer and the Engineer or the Architect, as applicable, respectively, or by both Developer and the Engineer or the Architect, as applicable, in one certificate, the "**Certificate of Payment**"). In addition, Developer shall, in each Disbursement Request, identify the specific line item within the Approved Construction Budget as to which each Project Cost for which payment is requested is assigned. Subject to the provisions in Section 2.1(a) above, savings in the amount expended with respect to any specific line item

in the Approved Construction Budget may be used to fund cost overruns in another line item of the Approved Construction Budget.

(e) Notwithstanding anything in this Agreement to the contrary, Disbursement Requests shall be processed and submitted for approval and payment in accordance with the procedures provided in the Financing Documents. District Representative may sign, on behalf of District, any Disbursement Request that is in accordance with the Approved Construction Budget without prior approval of District's Board of Directors.

(f) All payments or reimbursements by District to Developer under this Agreement shall be conditioned upon annual appropriation by the District of funds for such payment or reimbursement in fiscal years when sufficient otherwise unencumbered revenue is available to District to make such payments or reimbursements.

Article 3
Indemnities

3.1 Developer's Indemnity. Developer shall indemnify, release, defend, be responsible for and forever hold harmless District, its officers, agents, employees, directors, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities of any character and from any cause whatsoever, resulting from, with respect to, arising out of or in connection with: (a) any negligent acts, misconduct or fraud of Developer or any of its contractors, subcontractors, agents, representatives or employees; (b) any acts of Developer beyond the scope of Developer's authority provided to it under this Agreement; (c) the breach by Developer or any of its agents, representatives or employees of this Agreement; (d) failure by Developer or any of its contractors, subcontractors, agents, employees, or representatives to comply with Governmental Requirements in connection with the CID Project, including, without limitation, all public bidding, bond, and prevailing wage requirements; and (e) bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property to the extent arising out of or resulting from any act, error, omission, or intentional act of Developer or its agents, employees, contractors, or subcontractors, to the extent caused by the construction of the CID Project expressly authorized herein; provided, however, that Developer need not save harmless District from claims, demands, losses and expenses arising out of or to the extent caused by the gross negligence or intentional misconduct of District, its directors or agents or by the breach of this Agreement by District or any of its agents or representatives. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement, or by a limitation of the amount or type of damages or compensation payable by or for Developer under workers' compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitation of any insurance held by Developer. District does not, and shall not, waive any rights against Developer which it may have by reason of this indemnification, because of the acceptance by District, or the deposit with District by Developer, of any of the insurance policies described in this Agreement. This indemnification by Developer shall apply to all damages and claims for damages of any kind that may arise as the

result of any act, error, omission or intentional act of Developer or its agents, representatives, employees, contractors, or subcontractors, and suffered by reason of any of the construction referred to in this Agreement, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages. With respect to any claims subject to indemnity hereunder, Developer shall immediately notify District of any and all claims filed against Developer or Developer and District jointly, and shall provide District with a copy of the same. The fact that Developer carries out any activities under this Agreement through independent contractors shall not constitute an avoidance of, or defense to, Developer's duty of defense and indemnification under this Section 3.1.

3.2 Survival. The indemnities provided in this Article 3 will survive the expiration or sooner termination of this Agreement.

Article 4
Term

4.1 Term. This Agreement shall be for a term commencing on the Effective Date of this Agreement and shall terminate upon (if not sooner terminated pursuant to the terms and provisions of this Agreement) the City's or the District's acceptance of the CID Project; provided, however, that this Agreement may be extended by amendment if District undertakes a new project eligible for District funding under the CID Act with funds not otherwise pledged to pay debt service on the Bonds.

4.2 Events of Default. The following shall constitute events of default under this Agreement (each, an "**Event of Default**" and collectively, the "**Events of Default**"):

(a) the filing of a bankruptcy or insolvency or a petition for reorganization under any bankruptcy law by a Party;

(b) the gross negligence, fraud, criminal misconduct or willful misconduct of a Party, or any officer, director, executive or principal of such Party, in the performance or observance of such Party's obligations, duties or services under the terms of this Agreement; and

(c) the failure of a Party to perform, keep or fulfill any of the other covenants, undertakings, obligations or conditions applicable to such Party as set forth in this Agreement, and the continuance of any such failure for a period of fifteen (15) days after receipt of written notice of said failure from the other Party; provided, however, that with respect to an Event of Default set forth in Sections 4.2(a) and 4.2(b) above, no such notice and cure period will be required to be given to the defaulting Party, and further provided that if such failure is not a default in the payment of a monetary sum hereunder and cannot be reasonably cured within such fifteen (15)-day period but is susceptible of cure with reasonable diligence, and such defaulting Party commences such cure within said fifteen (15)-day period, then for such additional period of time as such cure shall continue to be pursued with reasonable diligence by the defaulting Party, but in no event shall such period exceed a period of ten (10) business days from the date of such Notice.

Article 5
General

5.1 Assignment. No Party shall assign or permit to be assigned any of its rights or its obligations under this Agreement, whether by operation of law or otherwise, without the written consent of the other Party.

5.2 Notices. Any notice, statement, communication, request, reply or advice (herein severally and collectively, for convenience, called "**Notice**"), in this Agreement provided or permitted to be given, made or accepted must be in writing and shall, unless otherwise in this Agreement expressly provided, be given or be served by delivering the same to such Party or to an officer or agent of such Party by hand delivery or by Federal Express or similar reputable overnight delivery service or by electronic delivery, properly addressed to the Party to be notified. Any Notice given by hand delivery shall be deemed to have been delivered and be effective only if and when received or refused by the Party to be notified. Any notice delivered via electronic delivery must be followed by delivery of a hard copy by another means of delivery to be effective under this Section. Any Notice given by Federal Express or similar reputable overnight delivery service shall be deemed to have been delivered and be effective one (1) business day after delivery to such reputable overnight delivery service, provided, that such Notice is sent for next business day delivery and such carrier guarantees next business day delivery and the same is actually delivered to (whether or not refused by) the recipient in the ordinary course. For purposes of Notice, the addresses of the Parties, until changed as hereinafter provided, shall be as follows:

District: Woodsonia Marketplace Community Improvement District
Attention: _____, Chairman
_____
_____

EMAIL:

With a copy to: T. Chris Williams, Esq.
Williams & Campo, P.C.
200 Unity Circle North, Suite G
Lee's Summit, Missouri 64086
EMAIL:

Developer: Prospect Village, LLC
Attention: Drew Snyder
20010 Manderson Street, Suite 101
Elkhorn, NE 68022
EMAIL:

With a copy to: Prospect Village, LLC
Attention: Natalie Wordekemper, General Counsel
20010 Manderson, Suite 101
Elkhorn, NE 68022
EMAIL:

However, each Party shall have the right from time to time to change its respective address to any other address within the United States of America by providing at least five (5) days prior written Notice to the other Party in accordance with the provisions of this Section 5.2.

5.3 Entire Agreement; Amendment. The Recitals and exhibits attached hereto are incorporated into and made a part of this Agreement. This Agreement and any other documents and instruments referred to in this Agreement shall constitute the entire agreement between the Parties hereto with regard to the subject matter hereof and shall supersede all previous discussions, negotiations, agreements and commitments, written or oral, between the Parties hereto and relating to the CID Project and the subject matter hereof. There are no oral or other agreements or understandings with respect to the subject matter hereof. No amendment or modification of this Agreement shall be effective unless made by supplemental agreement in writing executed by all affected Parties and approved by District's Board of Directors. Capitalized terms not defined herein shall have the meaning ascribed to them in the Cooperative Agreement.

5.4 Nature of Contract. The relationship between the Parties under the terms of this Agreement shall be that of independent parties, and notwithstanding anything to the contrary set forth herein, Developer shall perform its duties and provide the services contemplated by this Agreement as an independent contractor and not as an employee or agent of District. Nothing contained in this Agreement or in the relationship of the Parties shall be deemed to constitute a partnership, joint venture or any other similar relationship. No personal liability shall accrue hereunder against any individual, officer, director, shareholder, representative or employee of any Party.

5.5 GOVERNING LAW. THIS AGREEMENT IS MADE PURSUANT TO, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MISSOURI.

5.6 Partial Invalidity. Except as otherwise expressly provided to the contrary in this Agreement, the provisions of this Agreement are severable. Provided that the essence and intent of this Agreement are otherwise substantially preserved, if any provisions of this Agreement, or the application thereof to any particular party or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, arbitrator or other such lawful governing or interpretive authority, such determination shall not affect the remaining provisions of this Agreement, or the application of such provision to any other particular party or circumstance, shall be valid and enforceable.

5.7 Captions. The captions under the Article numbers and beside the Section numbers of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and in no way affect or constitute a part of this Agreement.

5.8 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties to this Agreement had signed the same agreement. Each counterpart shall be deemed to be an original copy of this Agreement, and all counterparts shall be construed together and be deemed to constitute a single agreement.

5.9 Attorney's Fees. In the event that any litigation or other proceeding is sought regarding this Agreement, the losing Party shall pay to the prevailing Party reasonable attorney's fees and costs of court at trial and on appeal in bringing or defending such litigation or other proceeding. For purposes of this Agreement, "prevailing Party" shall mean the Party that has succeeded in obtaining a substantially more favorable result in its prosecution or defense of a claim than its opposing Party.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURES APPEAR ON NEXT PAGE.]

District and Developer have executed this Development and Developer Agreement to be effective as of the Effective Date.

District:

WOODSONIA MARKETPLACE
COMMUNITY IMPROVEMENT
DISTRICT

By: _____
Name: _____, Chairman

ATTEST:

By: _____
Name: _____
Title: _____

Developer:

PROSPECT VILLAGE, LLC,
a Nebraska limited liability company

By: _____
Drew Snyder, Developer

EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT AREA (AS OF EFFECTIVE DATE)

<INSERT LEGAL DESCRIPTION>

MAP OF DISTRICT AREA ON NEXT PAGE

EXHIBIT B

LEGAL DESCRIPTION OF THE CID PROJECT PROPERTY

<INSERT LEGAL DESCRIPTION>

MAP OF CID PROJECT PROPERTY ON NEXT PAGE

EXHIBIT C

PROJECT BUDGET

[Same as Exhibit E-2 in Cooperative Agreement.]

F

DISTRICT WORK PROCUREMENT POLICY

WOODSONIA MARKETPLACE COMMUNITY IMPROVEMENT DISTRICT ("DISTRICT")
PREVAILING WAGES AND PROCUREMENT OF WORK POLICY
Adopted by the Board of Directors _____, 2025

As a part of the contracting process for completion of the projects approved in District's Petition, the Board desires to establish policies governing the procurement of work and payment of prevailing wages as set forth below:

Section 1. The Board hereby states that all work for any public work, exclusive of maintenance, completed by or on behalf of District will conform to the Missouri Prevailing Wages on Public Works Act, Sections 290.210 through 290.340, RSMo, as amended.

Section 2. The Board hereby establishes the following policies for the procurement of construction work and professional services in the design of the construction work:

A. Construction Contracts:

(1) *Solicitation Requirements*:

(a) The Board shall comply with any applicable public notice, bid requirement, and bid solicitation rules and regulations applicable under Missouri law.

(b) *Emergency Contracts*. If the Board determines there exists an imminent threat to public health, welfare, safety or essential operations of District, contracts may be entered into without competitive bid or public notice.

(2) *Bid Security*. When a public construction contract is awarded, bid security in the amount of at least five percent of the bidder's price on the base bid shall be required. The security shall be in one of the following forms as determined by the Board: surety bond; letter of credit; cashier's check; certificate of deposit; or other form approved by the Board.

(a) *Forfeiture of Security*. If a bidder fails or refuses to execute the construction contract when requested by the Board, any bid security given to District shall immediately become due and payable and forfeited to District as liquidated damages.

(b) *Mistake in Bid Security*. Notwithstanding anything to the contrary, a bidder shall correct a mistake on a bid security submission when requested by District. When such a mistake occurs and a bidder fails or refuses to correct the

mistake or execute the contract when requested by District, any bid security shall be forfeited to District.

(3) *Required Submissions.* A bidder or any construction contract shall furnish the following to District, within the time frames stated in the bid documents or within 14 calendar days after receiving notice of intent to contract from District unless good cause is shown:

(a) The bidder's federal employer identification number;

(b) Bonds and insurance certificates as required in the bid documents;

(c) Copies of all licenses required by the City to do the work;

(d) A copy of its certificate of corporate good standing from the Missouri Secretary of State of other evidence acceptable to District.

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

(f) A statement that the bidder is current on payment of its:

(i) Federal income tax withholding; and

(ii) State income tax withholding and unemployment insurance payments, either in Missouri for companies doing business in Missouri, or in the state in which bidder has its principal office.

(4) *Subcontractor Requirements.* Each contractor that has entered into a construction contract with District shall obtain and retain in its contract files in accordance with the contract requirements the following documentation from any subcontractor:

(a) A copy of its certificate of corporate good standing from the Missouri Secretary of State or other evidence acceptable to the city;

(b) Copies of all licenses required by the contract documents;

(c) Evidence that it has in force general, automobile, and employer's and worker's compensation liability insurance in the amounts required by the contract documents;

(d) Evidence, which may be a copy of its most recent quarterly contribution and wage report, that is a participant in the state unemployment compensation fund;

(e) A statement regarding all work performed two years immediately preceding the date of the bid, that contains either:

(i) A contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the bidder or paid by the bidder; or

(ii) A statement that there have been no such written notices of violations or such penalties.

B. Contract Award:

(1) Contracts shall be awarded to the lowest and best bidder or best proposer/qualifier. District has the right to reject any and all bids or proposals.

(2) The Board may negotiate a revised bid with the apparent lowest and best bidder, including changes in bid requirements, price, scope or quantity, on any contract except a construction contract bid if:

(a) The bid is more than the appropriation or relevant budget item for that project; and

(b) It is not in District's best interests to resolicit bids because of time or other circumstances.

(3) The Board may offer the apparent lowest and best bidders on a construction contract the option of performing the work for the engineer's estimate for the project with no changes to the bid requirements or scope of the project if the bid is not more than five percent higher than the engineer's estimate.

(4) If the Board rejects any or all bids or proposals, the Board may:

(a) Resolicit bids or proposals only from those bidders or proposers that submitted a bid or proposal pursuant to the original solicitation; and/or

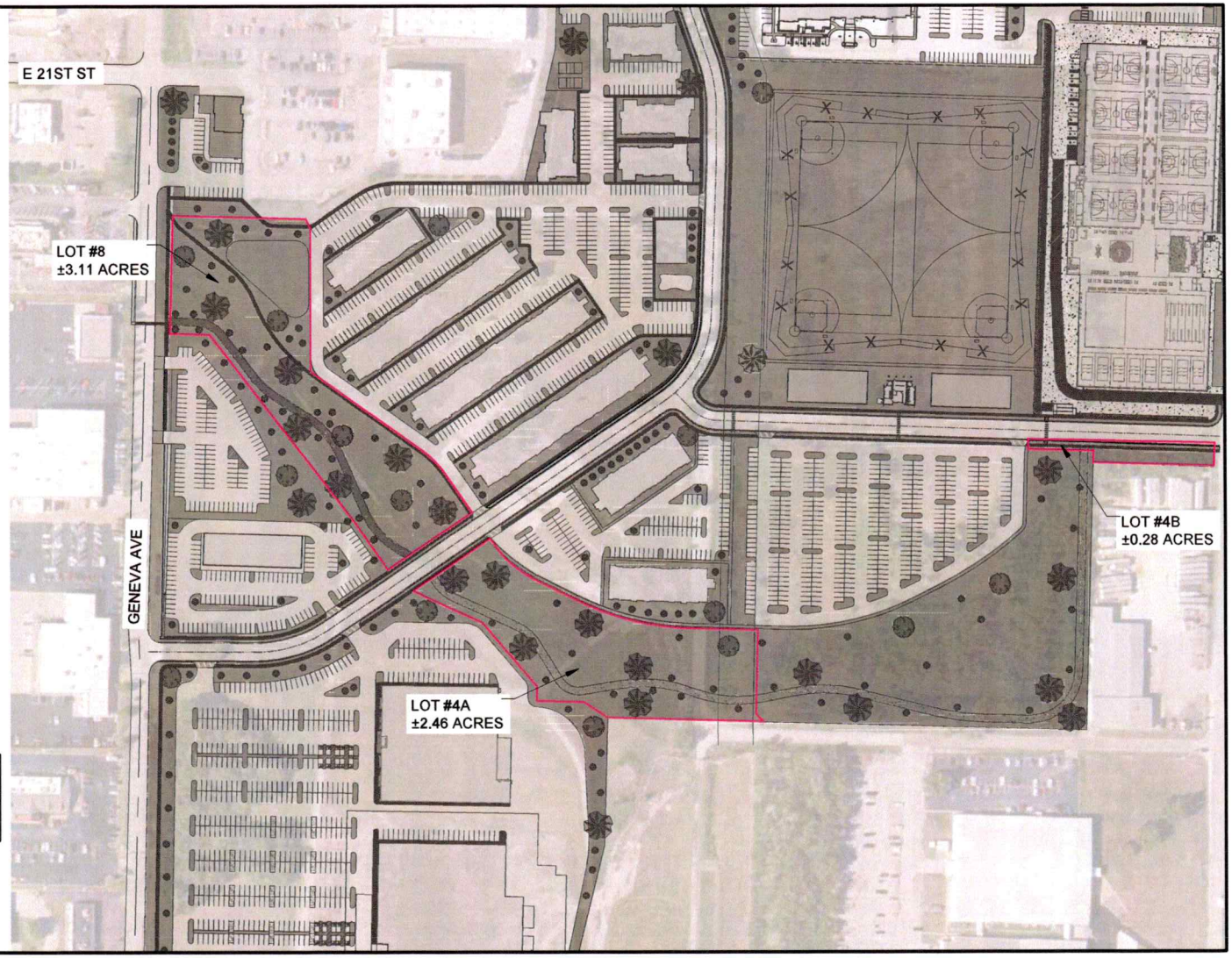
(b) Use an expedited bid or proposal submission schedule with or without readvertising or issuing any other public notice when the Board determines that the delay from the normal solicitation procedure would not be in District's best interests.

[End of Document]

EXHIBIT I

Depiction showing Public Park Area to be Acquired by the District

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



LEGEND	
	PUBLIC PARK AREA (EXCLUDING MITIGATION AREA)

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

PUBLIC PARK AREA (EXCLUDING EASEMENT AREA) TO BE ACQUIRED BY MARKETPLACE CID

JOPLIN, MO

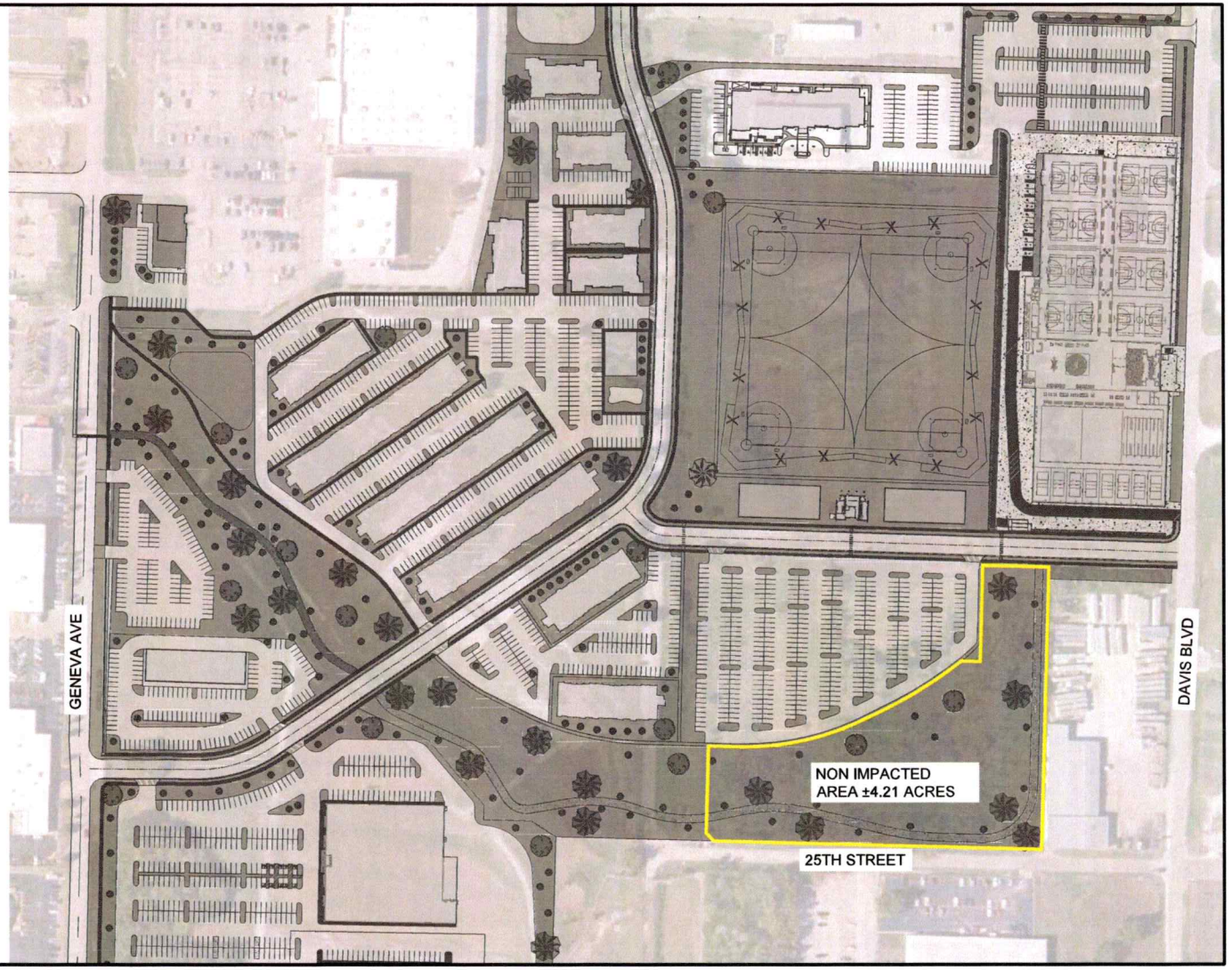
DRAWN BY: KM

DATE: 07-02-2025

EXHIBIT J

Depiction Showing Portion of Public Park Area to be Acquired by Easement

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



N

LEGEND	
	EASEMENT AREA NOT IMPACTED BY PROPOSED IMPROVEMENTS

1"=200'

200' 0 100' 200' 400'

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

GENEVA AVENUE, JOPLIN, MO

DRAWN BY: KM

DATE: 07-17-2025

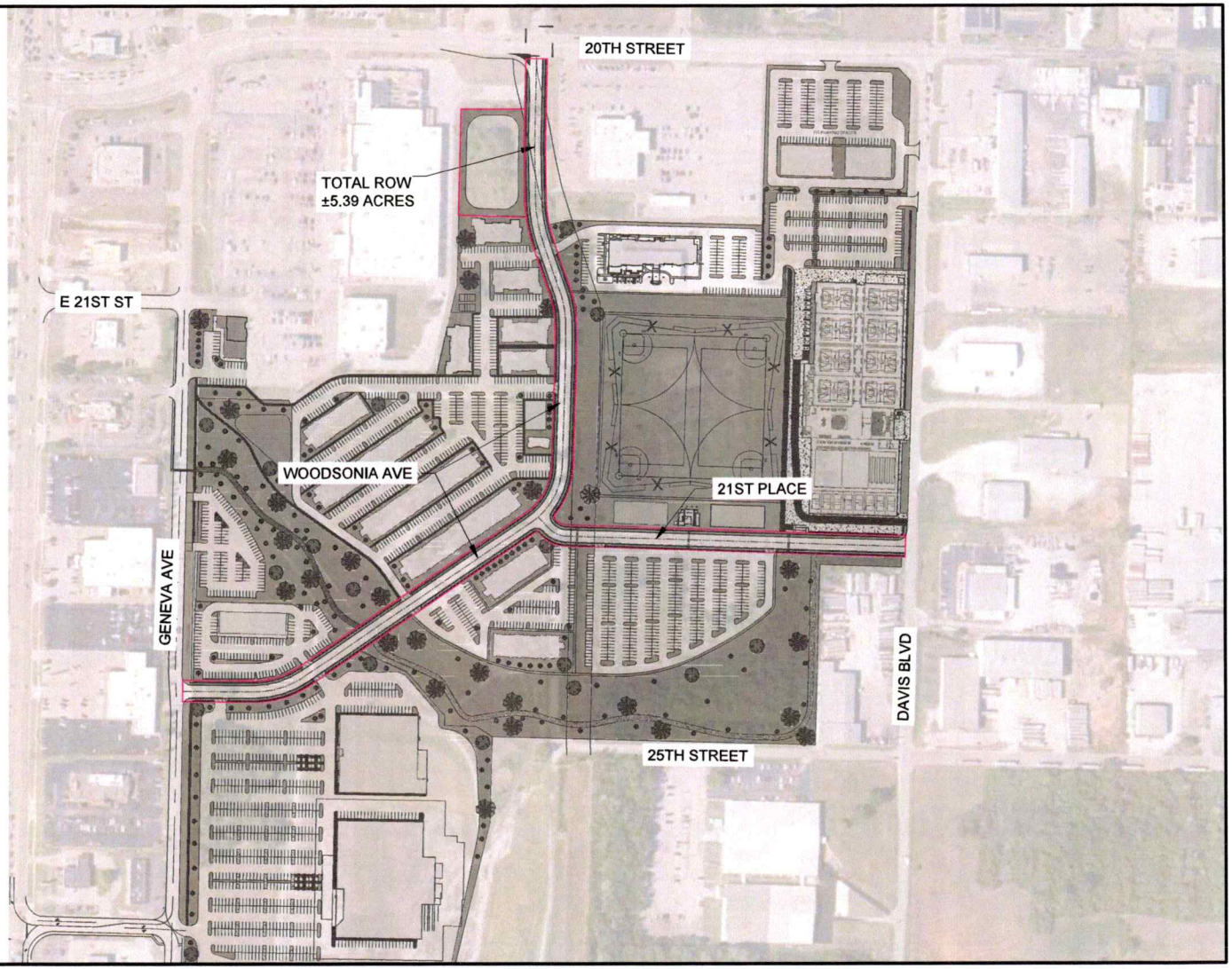
EXHIBIT K

Depiction Showing Public Right of Way and Detention Facilities to be Acquired by the District

GENERAL NOTES:

WOODSONIA AVE MEASURES 2460' IN LENGTH. 21ST PLACE MEASURES 1045' IN LENGTH.

SPECIAL NOTE:
ACREAGE IN THIS EXHIBIT NOT BASED ON DEED DESCRIPTION. ACREAGE HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY.



LEGEND	
	FUTURE RIGHT-OF-WAY

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.
PUBLIC RIGHTS-OF-WAY FOR FUTURE STREETS
JOPLIN, MO

DRAWN BY: KM

DATE: 07-02-2025

EXHIBIT L

Legal Description and Map – Sports Complex Property

[legal description to be provided after survey and prior to execution of Agreement]



N

LEGEND	
	PROPERTY BOUNDARY

1"=200'

200' 0 100' 200' 400'

OWN
Engineering beyond.™
811 E. Third Street
Joplin, MO 64801
417.782.7399
COA# 00062

WOODSONIA REAL ESTATE, INC.

SPORTS COMPLEX

LAND EXHIBIT

DAVIS BOULEVARD, JOPLIN, MO

DRAWN BY: KM

DATE: 02-19-2026

G:\Shared drives_01_Land Development Eng_Projects\JO1\2023\23JO10065 International Paper - Infrastructure and Mass Grading\010 Civil\CAD\Base Files\EXHIBITS\Parcel Exhibits\23JO10065_Sports Complex Land Acquisition_021926.dwg SPORTS COMPLEX LOT
Feb 19, 2026 - 11:22am Plotted by: kmiller_weareown

COUNCIL BILL NO. 2026-505 **ORDINANCE NO.**

AN ORDINANCE approving a Cooperative Agreement among the City of Joplin, Missouri, the Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC; and authorizing the City Manager to execute said Agreement on behalf of the City of Joplin, setting a date when this Ordinance shall become effective.

WHEREAS, on February 3, 2025, the City Council of the City of Joplin, Missouri ("the City") adopted Ordinance No. 2025-018, which approved the Prospect Village Increment Financing Redevelopment Plan ("TIF Plan"), established a redevelopment area, and selected Prospect Village, LLC (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, on November 17, 2025, the City Council of the City adopted Ordinance No. 2025-170, creating the Woodsonia Marketplace Community Improvement District (the "CID") pursuant to the petition to form the CID and Sections 67.1401 to 67.1571 RSMo, 2016, as amended; and

WHEREAS, on November 19, 2025, the Board of Directors of the CID imposed a CID sales tax at the maximum rate of one percent (1%) which was approved by the voters of the CID on December 16, 2025, and the Missouri Department of Revenue will begin collecting the tax on April 1, 2026; and

WHEREAS, the TIF Plan and the petition to form the CID approved by Ordinance No. 2025-170 contemplate funding by the CID of certain improvements associated with the redevelopment projects included in the TIF Plan and located within the boundaries of the CID that will also benefit the property owners of the CID; and

WHEREAS, the City, the CID, and the Developer have reached agreement on the terms of a cooperative agreement in the form of a Cooperative Agreement among the City of Joplin, Missouri, Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC (the "Cooperative Agreement") to set forth their respective rights, duties, and obligations regarding the use of CID revenues and construction of said improvements within the boundaries of the CID; and

WHEREAS, the City Council desires to approve the Cooperative Agreement 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 Cooperative Agreement among the City of Joplin, Missouri, Woodsonia Marketplace Community Improvement District, and Prospect Village, LLC, attached hereto as Exhibit A is approved and the City Manager is authorized to execute said agreement on behalf of the City.

Section 2. 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 3. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

Section 4. That this Ordinance shall become effective on March 17, 2026.

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

day of _____, 2026, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

Exhibit A

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

[see attached]

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-506 – Approval of a Real Estate Contract

MEETING DATE
March 2, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-506 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of East Furnace Street; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at East Furnace Street – West of St Louis.

BACKGROUND
The City offered several pieces of buildable surplus property for sale with a bid opening of February 9, 2026. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for East Furnace Street – West of St Louis, which had a minimum bid price of $2,210.00. Nathan Dagley submitted the best bid with a sales price of $2,210.00. The property is currently zoned R-1 and contains approximately 5,525 square feet of land.

The City will complete the sale of this parcel on or before May 29, 2026.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2026-506 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at East Furnace Street – West of St Louis, totaling approximately 5,525 square feet of land; and authorizing the City Manager 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, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Two Thousand Two Hundred Ten Dollars and No Cents ($2,210.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at East Furnace Street – West of St Louis (Lot 3 Block 44), totaling approximately 5,525 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lot Numbered Three (3) in Block Forty-Four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on March 17, 2026.

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

of _____, 2026.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2026, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Nathanial Dagley, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at E. Furnace St – W of St. Louis Ave (Lot 3 Block 44), the real estate described as follows:

> "All of Lot Numbered Three (3) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. Containing 5,525 square feet, more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefor is Two Thousand Two Hundred Ten Dollars ($2,210.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before May 29, 2026, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall

request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other’s consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No

modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Nathanial Dagley

By: _____

Nathanial Dagley
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

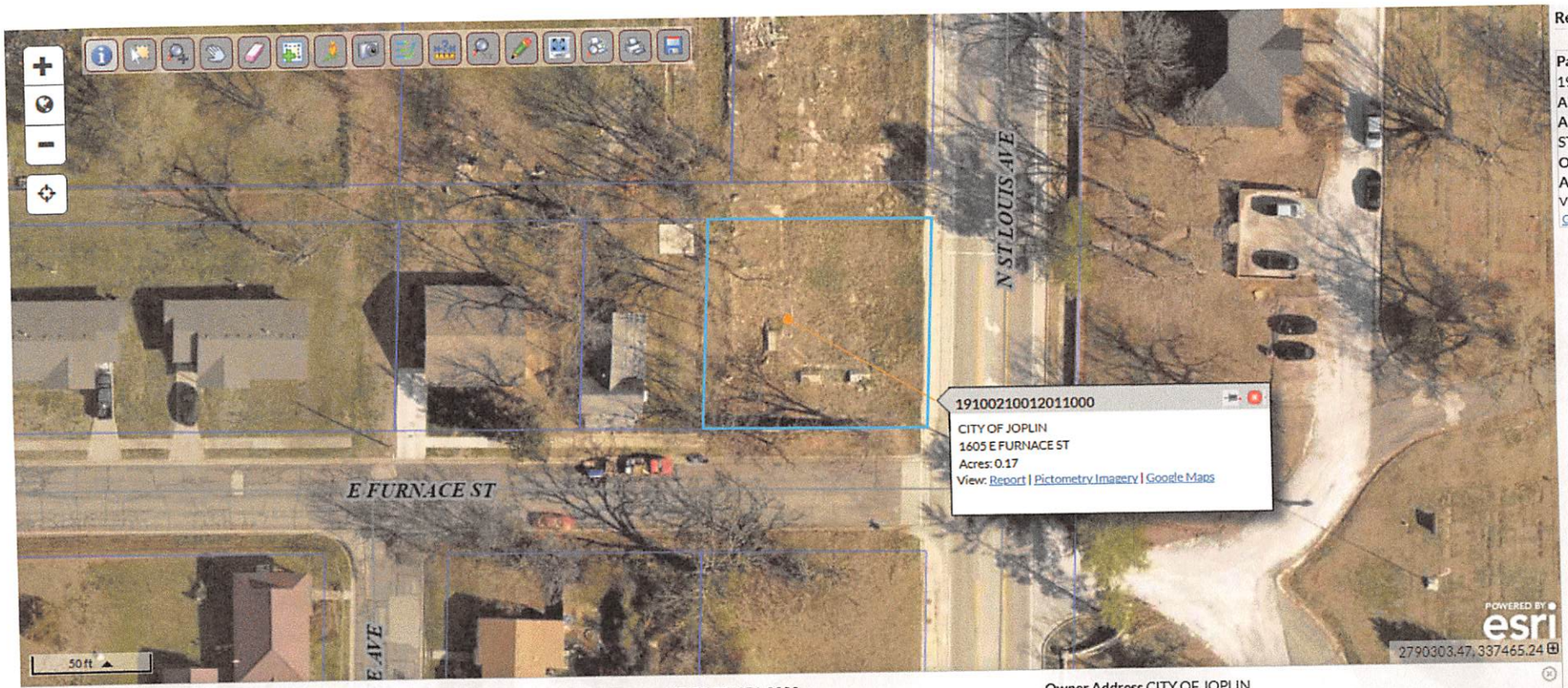
Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: E. Furnace St – W of St. Louis (Lot 3 Block 44)

DATE OF BID OPENING: February 9, 2026 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Nathan Dagley	$2,210.00



Results:

Parcel ID - 19100210012011000
Alt Id - 31-005271-0000
Address - 1605 E FURNACE ST
Owner - CITY OF JOPLIN
Acres - 0.1659
View: Report | Pictometry Imagery | Google Maps

Parcel ID	19100210012011000	**Alternate ID**	31-005271-0000	**Owner Address**	CITY OF JOPLIN
Sec/Twp/Rng	2-27-33	**Class**	E		602 S MAIN ST
Property Address	1605 E FURNACE ST	**Acreage**	0.1659		JOPLIN, MO 64801
District	114				
Brief Tax Description	EAST JOPLIN 1ST LOT 3 BLK 44				
	(Note: Not to be used on legal documents)				

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-507 – Approval of a Real Estate Contract

MEETING DATE
March 2, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-507 Ordinance; Exhibit "A" Real Estate Purchase Contract; Map of North Street; Bid Tabulation

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves a real estate contract for the sale of one parcel located at North Street – West of St Louis.

BACKGROUND
The City offered several pieces of buildable surplus property for sale with a bid opening of February 9, 2026. The properties were listed with a minimum bid price based on the appraised value as set forth in the City's land policy.

The City received one bid for North Street – West of St Louis, which had a minimum bid price of $2,890.00. Nathan Dagley submitted the best bid with a sales price of $2,895.00. The property is currently zoned R-1 and contains approximately 7,225 square feet of land.

The City will complete the sale of this parcel on or before May 29, 2026.

FUNDING SOURCE
This item is not applicable for this council bill.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2026-507 **ORDINANCE NO.**

AN ORDINANCE approving the Real Estate Contract by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at North Street – West of St Louis, totaling approximately 7,225 square feet of land; and authorizing the City Manager 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, MISSOURI, as follows:

Section 1. That the Real Estate Contract, in the amount of Two Thousand Eight Hundred Ninety-Five Dollars and No Cents ($2,895.00), by and between the City of Joplin, Missouri, a Municipal Corporation, and Nathanial Dagley, for the sale of one parcel located at North Street – West of St Louis (Lot 4 Block 44), totaling approximately 7,225 square feet of land, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A", be and the same is hereby approved.

Section 2. That the property is described as "All of Lot Numbered Four (4) in Block Forty-Four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with a 20 foot strip of land lying West of and abutting the West line of St Louis Avenue, and contained within the North boundary line and the South boundary line of said Lot 4.
EXCEPT, that portion of said 20 foot strip of land described as follows: Commencing at the northeast corner of Lot Numbered Four (4) in Block Forty-Four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, Thence continuing South 89°13'54" East, a distance of 10.00 feet to the Point of Beginning; Thence continuing South 89°13'54" East, a distance of 10.00 feet to the northeast corner of a 20 foot strip of land lying West of and abutting the West line of St. Louis Avenue, and contained within the North boundary line and the South boundary line of said Lot 4; Thence South 02°03'08" West along the west right-of-way line of St. Louis Avenue, a distance of 10.00 feet; Thence North 43°35'23" West, a distance of 13.98 feet to the Point of Beginning. Zoned R1."

Section 3. That the City Manager is hereby authorized and directed to execute said Contract, in substantially similar form, by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on March 17, 2026.

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

of _____, 2026.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

REAL ESTATE CONTRACT

THIS CONTRACT entered into this _____ day of _____ 2026, by and between **City of Joplin, Missouri,** a constitutionally chartered Missouri municipal corporation, hereinafter referred to as the **"Seller"** and Nathanial Dagley, hereinafter referred to as the **"Buyer".**

W I T N E S S E T H :

1. SALE AND PURCHASE. For and in consideration of the mutual obligations of the parties hereto, the Seller agrees to sell, and the Buyer agrees to buy, upon the terms and conditions hereinafter set out, located at North St – W of St. Louis Ave (Lot 4 Block 44), the real estate described as follows:

> "All of Lot Numbered Four (4) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with a 20 foot strip of land lying West of and abutting the West line of St. Louis Avenue, and contained within the North boundary line and the South boundary line of said Lot 4. EXCEPT, that portion of said 20 foot strip of land described as follows: Commencing at the northeast corner of Lot Numbered Four (4) in Block Forty-four (44) in FIRST ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, Thence South 89°13'54" East, a distance of 10.00 feet to the Point of Beginning; Thence continuing South 89°13'54" East, a distance of 10.00 feet to the northeast corner of a 20 foot strip of land lying West of and abutting the West line of St. Louis Avenue, and contained within the North boundary line and the South boundary line of said Lot 4; Thence South 02°03'08" West along the west right-of-way line of St. Louis Avenue, a distance of 10.00 feet; Thence North 43°35'23" West, a distance of 13.98 feet to the Point of Beginning. Surplus Property contains 7,225 square feet, more or less. Remainder Tract contains 50 square feet, more or less."

2. PURCHASE PRICE. The purchase price to be paid by the Buyers therefore is Two Thousand Eight Hundred Ninety-Five Dollars ($2,895.00). The purchase price shall be payable at closing in cash or by cashier's check.

3. CONVEYANCE FORM. The Seller shall convey said real estate to Buyer by Quit Claim Deed, free and clear of all interest, liens, and encumbrances, except as stated herein.

4. EXCEPTIONS. The real estate shall be conveyed subject to the following:

a) Special assessments made prior to the execution of this contract and becoming a lien thereafter;

b) Zoning ordinances in effect at the date of the signing of this contract;

c) Easements, public or private, of record or not of record, which are clearly apparent to the ordinary person upon ordinary inspection of the premises; and

d) General taxes, state, county, and city, for the year of closing and subsequent years; and such other restrictions and easements of record as will not materially impair the use of improvements on the real estate. Taxes for the year in which this contract is closed shall be prorated to the date of closing.

5. CLOSING. The parties agree that CB Title Company shall be used as the title company for this closing. If the title is deemed good, the closing of this contract shall take place at CB Title on or before May 29, 2026, at which time all monies and papers shall be delivered and all other things called for by this contract at the time of closing, shall be done. Buyer shall pay all title commitment, title insurance, all closing cost and related fees and recording fees. Buyer shall request the title commitment once this contract is fully executed.

6. POSSESSION. Possession shall be delivered to the Buyer at the closing of this contract. All rents and deposits on the premises shall be transferred to Buyer at closing.

7. CONDITION OF PROPERTY. The Buyer has inspected and carefully examined the improvements located on the real estate and takes the real estate and improvements located thereon "AS IS", and neither the Seller nor any person on Seller's behalf has made, and does not make, any representations, warranties, or agreements as to the value, condition, quality, or suitability of said real estate or improvements.

8. IMPROVEMENTS. All improvements now on the above-described real estate shall be delivered to the Buyer at the time of closing in as good condition as they are now in at the time of this contract, ordinary wear and tear excepted; provided, however, if prior to the closing, any of the principal improvements be materially damaged, the Seller shall forthwith give the Buyer written notice thereof; and either party at their election, may void this contract by giving written notice thereof to the other party within five (5) days of receipt of the notice, or prior to the closing, whichever time first occurs, in which case this contract shall be null and void.

9. REPRESENTATIONS/WARRANTIES.

a) Seller covenants and represents to Buyer, which covenants shall be true and accurate at the time of closing, as follows:

1. Seller is a duly organized, validly existing municipality, and is in good standing under the laws of the State of Missouri and is possessed and vested with full power and authority to enter into and consummate, this Contract and to perform Seller's obligations hereunder.

2. The Joplin City Council and/or its duly authorized representatives must approve the transactions contemplated by this Contract, and the authorized representative of Seller has the authorization to execute this Contract and to do all other such acts and to take such other action as may be necessary to consummate this Contract, upon Council approval.

3. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

4. There are no leases, tenancies or other rental arrangements pertaining to any portion of the property, and Seller owns fee simple title to the Property and has full right and lawful authority to enter into and perform Seller's obligations under this Contract.

b) Buyer covenants, represents, and warrants to Seller, as follows:

1. Buyer, is authorized to enter into this Contract and complete the transactions contemplated hereunder.

2. This Contract is a valid and binding agreement, enforceable in accordance with its terms.

10. RIGHT OF ENTRY. Prior to the Closing Date, with reasonable notice to Seller, Seller hereby authorizes Buyer, its assigns, successors in interest, agents, representatives, and consultants, sub-contractors, and prospective tenants, and their agents, representatives, and consultants, and sub-contractors, to enter the Property in order to investigate and inspect the Property and to perform any such tests they deem appropriate.

11. HOLD HARMLESS.

a) Seller hereby agrees to hold Buyer harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Seller's representations, warranties, covenants or agreements herein contained. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Seller's breach.

b) Buyer hereby agrees to hold Seller harmless against and from any and all loss, suits, causes of action, proceedings, costs, damages, liabilities and expense arising from the breach of any of Buyer's representations, warranties, covenants or agreements herein contained, and from any injury or damage to Buyer, or its agents which occur upon, or at the property, during the inspection period. Such costs and expenses shall include, without limitation, attorneys' fees and costs of litigation arising out of or relating to Buyer's breach.

12. CLOSING REQUIREMENTS. Closing shall occur after approval of title commitment, as described hereinabove.

a) At closing, Seller shall do the following:

1. Duly execute, acknowledge and deliver to Buyer, a Quit Claim Deed conveying the Property to Buyer, free and clear of all liens, claims, pledges and encumbrances.

b) At closing, Buyer shall do the following:

1. Execute and provide at closing, all documents reasonably required by the City for closing.

2. Tender payment at closing for the purchase price and all associated closing costs described herein.

13. ASSIGNMENT. Neither party shall have the right and authority to assign this Contract without the other's consent.

14. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and there are no oral representations, warranties, conditions or agreements, expressed or implied, other than those expressly set forth herein. This Contract supersedes all previous negotiations, agreements and the like. No modifications to this Contract shall be effective unless in writing and signed by all parties to this Contract.

15. BINDING EFFECT. The terms, provisions, covenants, and conditions in this Contract shall apply to, and inure to, the benefit of, and be binding upon, the parties hereto and their respective successors in interest and assigns as herein permitted.

16. GOVERNING LAW. This Contract shall be governed by, and constructed in accordance with, the laws of the State of Missouri.

17. TIME. Time is of the essence of this Contract and each and every obligation of Seller under this Contract.

18. POSSESSION. The Seller shall provide Buyer full and exclusive possession upon closing, free and clear of any leases, written or oral, concerning the premises.

19. CONTINGENT UPON APPROVAL. This contract is contingent upon Buyer obtaining approval of this contract by its City Council, which Buyer shall obtain within thirty (30) days of the execution of the contract.

20. EARNEST MONEY. The parties agree that no earnest money shall be paid to the Seller to secure Buyer's performance of this Agreement.

21. REALTOR OR BROKER. Neither party has utilized a real estate agent or broker for this real estate contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Contract, the day and year first above written.

City of Joplin Missouri, a

Missouri Municipal Corporation

By_____

Nicholas Edwards, City Manager
"SELLER"

Nathanial Dagley

By: _____

Nathanial Dagley
"BUYER"

Attest:

By_____

Holly Nagy, City Clerk

Approved as to Form:

By_____

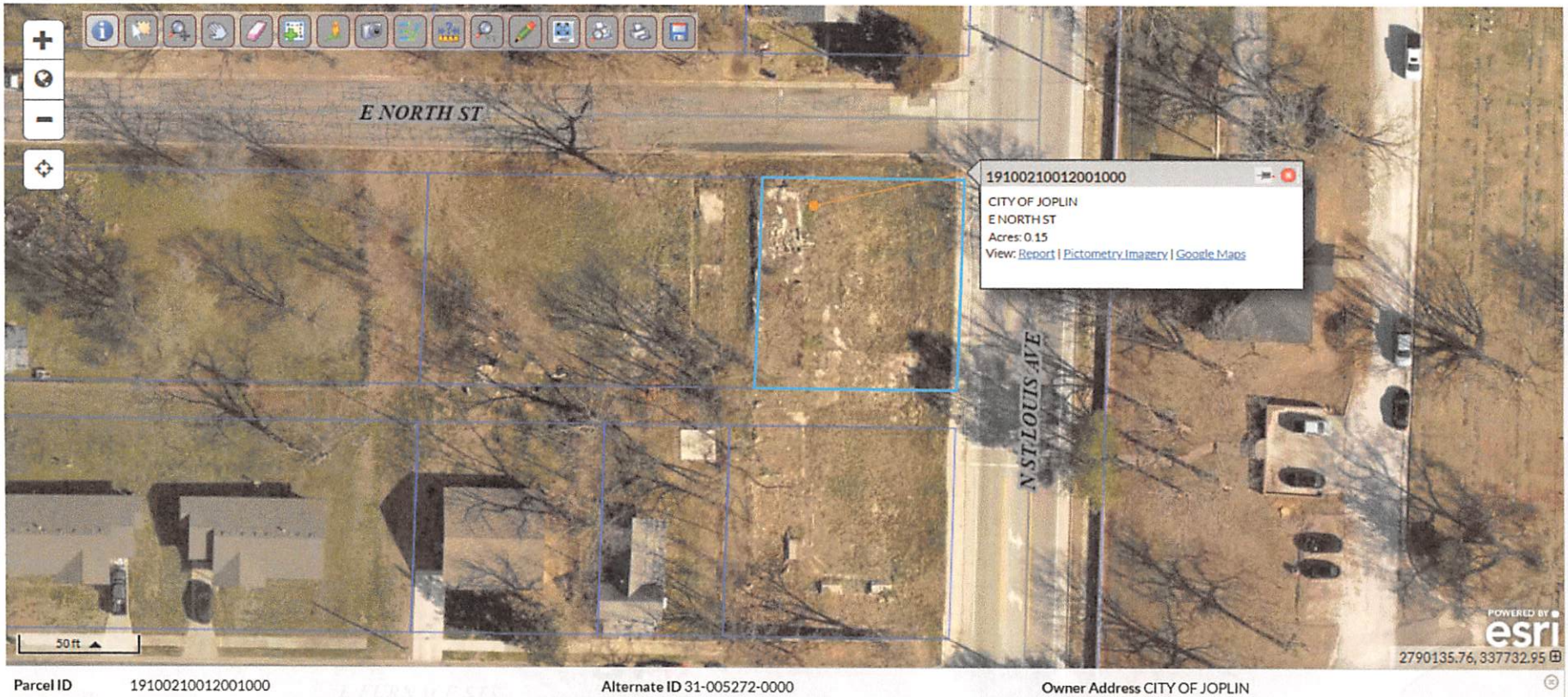
Peter C. Edwards, City Attorney

BID TABULATION

PROJECT: North St – W of St. Louis (Lot 4 Block 44)

DATE OF BID OPENING: February 9, 2026 @ 2:00

CONTRACTOR	TOTAL BID AMOUNT
Nathan Dagley	$2895.00



Results:

Parcel ID - 19100210012001000
Alt Id - 31-005272-0000
Address - E NORTH ST
Owner - CITY OF JOPLIN
Acres - 0.1463
View: Report | Pictometry Imagery | Google Maps

Parcel ID	19100210012001000	**Alternate ID**	31-005272-0000	**Owner Address**	CITY OF JOPLIN
Sec/Twp/Rng	2-27-33	**Class**	E		602 S MAIN ST
Property Address	E NORTH ST	**Acreage**	0.1463		JOPLIN, MO 64801
District	114				
Brief Tax Description	EAST JOPLIN 1ST LOT 4 BLK 44 & UNNUMBERED 20' STRIP E OF LOT 4 & W OF ST LOUIS AVE				
	(Note: Not to be used on legal documents)				

CITY OF JOPLIN COUNCIL
AGENDA ITEM

ITEM
Council Bill 2026-120 – authorizing an agreement by and between the City of Joplin and Crawford, Murphy and Tilly (CMT) for the Design and Bidding Phase services for the Restroom Expansion and Renovation Terminal Standards Update - Phase 1A at the Joplin Regional Airport.

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Public Works - Airport

ATTACHMENTS
CB 2026-120 Ordinance; Aviation Project Consultant Agreement with Exhibits

REVIEWED BY
Director of Public Works, Dan Johnson; Director of Finance, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill approves an agreement by and between the City of Joplin and Crawford, Murphy and Tilly (CMT) for the Not-To-Exceed fee of Two Hundred Thirty-Four Thousand Six Hundred Fifty-One and 40/100 Dollars ($234,651.40) for the Design and Bidding Phase services for the construction of an 1,126 square foot Terminal Restroom Expansion and Renovation project at the Joplin Regional Airport.

BACKGROUND
The Airport currently uses an active Consulting Agreement with CMT. As part of this agreement, they are to submit the costs for and perform any design and bidding services for projects that arise during that time.

The secure side restrooms are inadequate in size and do not meet the needs of the traveling public. The two existing restrooms, each approximately 90 square feet, are undersized, inefficient, and lack family or nursing accommodations. The project is a 1,126 square foot expansion for a larger men's and women's restrooms and a remodel of the existing restroom into a private family restroom. The expansion will include additional ADA-accessible facilities with ambulatory stalls, dedicated accessible toilet rooms with sinks, and a family restroom with adult changing.

The project will improves passenger circulation, accessibility for individuals with mobility needs, and accommodations for families while reducing congestion during boarding and deplaning. Replacing aging facilities with modern, ADA-compliant restroom improves efficiently and the terminal’s ability to serve current and future passenger demand.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	ANTICIPATED FUNDING SOURCE	CONTINGENCY FUNDING SOURCE	ESTIMATED TIMELINE
Design & Bidding	$234,651.40	FAA ATP; Airport Fund (95% Federal, 5% Local)	FAA AIP/IIJA (BIL); Airport Fund	March 2026
Construction & Construction Management	$1,174,434.60	FAA ATP; Airport Fund (95% Federal, 5% Local)	FAA AIP/IIJA (BIL); Airport Fund	December 2026
Grand Total	$1,409,086	FAA ATP; Airport Fund (95% Federal, 5% Local)	FAA AIP/IIJA (BIL); Airport Fund	

FUNDING SOURCE

The current cost of $234,651.40 is eligible for FAA grant funding and will initially be funded using the Airport Fund in order to maintain the project schedule. An FAA Airport Terminal Program (ATP) Grant award is expected to be announced in April and would fund these costs. An alternate eligible grant funding source through the FAA AIP or IIJA/BIL grant programs is also available to cover the project if necessary.

This cost was not included in the fiscal year 2026 Budget because it was scheduled for a later year within the Airport Capital Improvement Program (CIP). However, the project was moved forward after an FAA grant funding opportunity became available in fiscal year 2026. The 2026 Budget is being amended for this current cost. There are sufficient available funds in the Airport Fund for this budget amendment.

RECOMMENDATION

Staff recommends adoption of this Council Bill on an Emergency basis, being an Ordinance dealing with a general appropriation, with 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, this Council Bill needs to be approved on an emergency basis in order to meet aggressive FAA project timeline requirements.

COUNCIL BILL NO. 2026-120 **ORDINANCE NO.**

AN ORDINANCE authorizing the acceptance of an agreement by and between the City of Joplin and Crawford, Murphy and Tilly for the Design and Bidding Phase services for the Restroom Expansion and Renovation Terminal Standards Update - Phase 1A at the Joplin Regional Airport in the not to exceed amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-One and 40/100 Dollars ($234,651.40) 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 2025-2026 as adopted by Ordinance 2025-143 on October 20, 2025; and containing an emergency clause.

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

Section 1. That the agreement by and between the City of Joplin and Crawford, Murphy and Tilly (CMT) not to exceed amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-One and 40/100 Dollars ($234,651.40); for the Design and Bidding Phase services for the Restroom Expansion and Renovation Terminal Standards Update - Phase 1A at the Joplin Regional Airport.; a true and accurate copy of said agreement being attached hereto and incorporated herein as Exhibit "A", is hereby approved.

Section 2. That the City Manager or his Designee is hereby authorized and directed to execute said agreement, or agreement in substantially similar form, by and on behalf of the City of Joplin with Crawford, Murphy & Tilly, Inc.

Section 3. That upon the final approval and acceptance of the consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Airport Fund of FY 2026 and is eligible for FAA reimbursement though FAA ATP, AIP, or IIJA Grant.

Section 4. That fiscal year 2025-2026 budgeted appropriations as adopted by Ordinance 2025-143 be amended by increasing appropriations by the total amount of Two Hundred Thirty-Four Thousand Six Hundred Fifty-One Dollars and No Cents ($234,651.00).

Section 5. That the Director of Finance is hereby directed to make all necessary entries on the City records to show the increase in appropriations.

Section 6. That the City hereby declares that this Ordinance, being an Ordinance dealing with a general appropriation, is considered 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, this Council Bill needs to be approved on an emergency basis in order to meet aggressive FAA project timeline requirements.

COUNCIL BILL NO. 2026-120 cont.

Passed by the council of the City of Joplin, Missouri, this _____ day of

_____, 2026, by a _____ vote.

_____
Keenan T. Cortez, Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

CMT
Infrastructure Professionals

February 11, 2026

Ms. Allison Zahner
Airport Manager
Joplin Regional Airport
602 South Main Street
Joplin, MO 64801

Re: Joplin Regional Airport (JLN)
Proposal Terminal Standards Update, Phase 1A
Design/Bidding Services
CMT Proposal / Project #25009195.00

Dear Ms. Zahner:

Please find enclosed our proposal outlining the scope of services and associated fee requested for the Terminal Standards Update, Phase 1A (the "Project") at Joplin Regional Airport (JLN). We propose to complete the attached Scope of Services for the Design & Bidding Phase Services of the Project at a Not-To-Exceed fee of $234,651.40.

Please call if you have questions or would like to discuss the scope of work or fee. On behalf of the staff at Crawford, Murphy & Tilly, thank you for the opportunity to provide engineering services to Joplin Regional Airport.

Sincerely,

CRAWFORD, MURPHY & TILLY, INC.

Jennifer Kuchinski, PE
Digitally signed by Jennifer Kuchinski, PE
DN: C=US, E=jkuchinski@cmtengr.com, CN="Jennifer Kuchinski, PE"
Reason: I am the author of this document
Date: 2026.02.11 13:34:13-06'00'

Jennifer Kuchinski, P.E.
Group Manager

Enclosed: Standard Consultant Agreement with Exhibits

Airport Name:	Joplin Regional Airport
Project Name.:	Terminal Standards Update Ph. 1A
County:	Jasper

AVIATION PROJECT CONSULTANT AGREEMENT (FEDERAL ASSISTANCE)
(Revision 04/11/2018)

THIS AGREEMENT is entered into by Crawford Murphy and Tilly, Inc. (hereinafter the "Consultant"), and the City of Joplin, Missouri, (hereinafter the "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has selected the Consultant to perform professional services to accomplish a project at the Joplin Regional Airport; and

WHEREAS, the Federal Aviation Administration (FAA) is not a party to this Agreement; MoDOT and/or FAA land acquisition, environmental, planning, design and construction criteria and other requirements will be utilized unless specifically approved otherwise by the FAA; and

WHEREAS, the Sponsor intends to accomplish a project at the Joplin Regional Airport as listed in Exhibit I of this Agreement, entitled "Project Description", which is attached hereto and made a part of this Agreement.

NOW, THEREFORE, in consideration of the payments to be made and the covenants set forth in this Agreement to be performed by the Sponsor, the Consultant hereby agrees that it shall faithfully perform the professional services called for by this Agreement in the manner and under the conditions described in this Agreement.

(1) DEFINITIONS: The following definitions apply to these terms, as used in this Agreement:

(A) "SPONSOR" means the owner of the airport referenced above.

(B) “SPONSOR’S REPRESENTATIVE” means the person or persons designated in Section (23)(A) of this agreement by the Sponsor to represent the Sponsor in negotiations, communications, and various other contract administration dealings with the Consultant.

(C) "MoDOT" means the Missouri Department of Transportation, an executive branch agency of state government, which acts on behalf of the Missouri Highways and Transportation Commission.

(D) "CONSULTANT" means the firm providing professional services to the Sponsor as a party to this Agreement.

(E) "CONSULTANT'S REPRESENTATIVE" means the person or persons designated in Section (23)(B) of this agreement by the Consultant to represent that firm in negotiations, communications, and various other contract administration dealings with the Sponsor.

(F) "DELIVERABLES" means all drawings and documents prepared in performance of this Agreement, to be delivered to and become the property of the Sponsor pursuant to the terms and conditions set out in Section (12) of this Agreement.

(G) "DISADVANTAGED BUSINESS ENTERPRISE (DBE)" means an entity owned and controlled by a socially and economically disadvantaged individual as defined in 49 Code of Federal Regulations (CFR) Part 26, which is certified as a DBE firm in Missouri by MoDOT. Appropriate businesses owned and controlled by women are included in this definition.

(H) "FAA" means the Federal Aviation Administration within the United States Department of Transportation (USDOT), headquartered at Washington, D.C., which acts through its authorized representatives.

(I) "INTELLECTUAL PROPERTY" consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

(J) "SUBCONSULTANT" means any individual, partnership, corporation, or joint venture to which the Consultant, with the written consent of the Sponsor, subcontracts any part of the professional services under this Agreement but shall not include those entities which supply only materials or supplies to the Consultant.

(K) "SUSPEND" the services means that the services as contemplated herein shall be stopped on a temporary basis. This stoppage will continue until the Sponsor either decides to terminate the project or reactivate the services under the conditions then existing.

(L) "TERMINATE", in the context of this Agreement, means the cessation or quitting of this Agreement based upon the action or inaction of the Consultant, or the unilateral cancellation of this Agreement by the Sponsor.

(M) "USDOT" means the United States Department of Transportation, headquartered at Washington, D.C., which acts through its authorized representatives.

(N) "SERVICES" includes all professional engineering and related

services and the furnishing of all equipment, supplies, and materials in conjunction with such services as are required to achieve the broad purposes and general objectives of this Agreement.

(2) SCOPE OF SERVICES:

(A) The services covered by this Agreement shall include furnishing the professional, technical, and other personnel and the equipment, material and all other things necessary to accomplish the proposed project detailed in Exhibit I of this Agreement.

(B) The specific services to be provided by the Consultant are set forth in Exhibit II of this Agreement, entitled "Scope of Services," which is attached hereto and made a part of this Agreement.

(3) ADDITIONAL SERVICES: The Sponsor reserves the right to direct additional services not described in Exhibit II as changed or unforeseen conditions may require. Such direction by the Sponsor shall not be a breach of this Agreement. In this event, a Supplemental Agreement will be negotiated and executed prior to the Consultant performing the additional or changed services, or incurring any additional cost for those additional services. Any changes in the maximum compensation and fee, or time and schedule of completion, will be covered in the Supplemental Agreement. Supplemental Agreements must be approved by the FAA to ensure additional funding is available.

(4) INFORMATION AND SERVICES PROVIDED BY THE SPONSOR:

(A) At no cost to the Consultant and in a timely manner, the Sponsor will provide available information of record which is pertinent to this project to the Consultant upon request. In addition, the Sponsor will provide the Consultant with the specific items or services set forth in Exhibit III of this Agreement, entitled "Services Provided by the Sponsor", which is attached hereto and made a part of this Agreement. The Consultant shall be entitled to rely upon the accuracy and completeness of such information, and the Consultant may use such information in performing services under this Agreement.

(B) The Consultant shall review the information provided by the Sponsor and will as expeditiously as possible advise the Sponsor of any of that information which the Consultant believes is inaccurate or inadequate or would otherwise have an effect on its design or any of its other activities under this Agreement. In such case, the Consultant shall provide new or verified data or information as necessary to meet the standards required under this Agreement. Any additional work required of the Consultant as the result of inaccurate or inadequate information provided by the Sponsor will be addressed per the provisions of Section (3) of this Agreement. The Consultant shall not be liable for any errors, omissions, or deficiencies resulting from inaccurate or inadequate information furnished by the Sponsor which inaccuracies or inadequacies are not detected by the Consultant, unless the errors should have been

detected by the Consultant through reasonable diligence.

(5) RESPONSIBILITY OF THE CONSULTANT:

(A) The Consultant shall comply with applicable local, state and federal laws and regulations governing these services, as published and in effect on the date of this Agreement. The Consultant shall provide the services in accordance with the criteria and requirements established and adopted by the Sponsor; and if none are expressly established in this Agreement, published manuals and policies of the FAA which shall be furnished by the Sponsor upon request; and, absent the foregoing, manuals and policies of the FAA, as published and in effect on the date of this Agreement.

(B) Without limiting the foregoing, land acquisition, environmental, planning, design and construction criteria will be in accordance with the information set out in Exhibit II of this Agreement.

(C) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this Agreement. At any time during construction of the Sponsor project associated with this Agreement or during any phase of work performed by others on said project that is based upon data, plans, designs, or specifications provided by the Consultant, the Consultant shall prepare any data, plans, designs, or specifications needed to correct any negligent acts, errors, or omissions of the Consultant or anyone for whom it is legally responsible in failing to comply with the foregoing standard. The services necessary to correct such negligent acts, errors, or omissions shall be performed without additional compensation, even though final payment may have been received by the Consultant. The Consultant shall provide such services as expeditiously as is consistent with professional performance. Acceptance of the services will not relieve the Consultant of the responsibility to correct such negligent acts, errors, or omissions.

(D) Completed design reports, plans and specifications, plans and specifications submitted for review by permit authorities, and plans and specifications issued for construction shall be signed, sealed, and dated by a Professional Engineer registered in the State of Missouri. Incomplete or preliminary plans or other documents, when submitted for review by others, shall not be sealed, but the name of the responsible engineer, along with the engineer's Missouri registration number, shall be indicated on the design report, plans and specifications or included in the transmittal document. In addition, the phrase "Preliminary - Not for Construction," or similar language, shall be placed on the incomplete or preliminary plan(s) in an obvious location where it can readily be found, easily read, and not obscured by other markings, as a disclosure to others that the design report, plans and specifications are incomplete or preliminary. When the design report, plans and specifications are completed, the phrase "Preliminary - Not for Construction" or similar language shall be removed and the design report, plans and specifications shall thereupon be sealed.

(E) The Consultant shall cooperate fully with the Sponsor's activities on adjacent projects as may be directed by the Sponsor. This shall include attendance at meetings, discussions, and hearings as requested by the Sponsor. The minimum number and location of meetings shall be defined in Exhibit II.

(F) In the event any lawsuit or court proceeding of any kind is brought against the Sponsor, arising out of or relating to the Consultant's activities or services performed under this Agreement or any project of construction undertaken employing the deliverables provided by the Consultant in performing this Agreement, the Consultant shall have the affirmative duty to assist the Sponsor in preparing the Sponsor's defense, including, but not limited to, production of documents, trials, depositions, or court testimony. Any assistance given to the Sponsor by the Consultant will be compensated at an amount or rate negotiated between the Sponsor and the Consultant as will be identified in a separate agreement between the Sponsor and the Consultant. To the extent the assistance given to the Sponsor by the Consultant was necessary for the Sponsor to defend claims and liability due to the Consultant's negligent acts, errors, or omissions, the compensation paid by the Sponsor to the Consultant will be reimbursed to the Sponsor.

(6) NO SOLICITATION WARRANTY: The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Sponsor will have the right to terminate this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee, plus costs of collection including reasonable attorney's fees.

(7) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0% of the total Agreement dollar value.

(B) Eligibility of DBE's: Only those firms currently certified as DBE's by MoDOT, City of St. Louis/Lambert Airport Authority, Metro, City of Kansas City, and Kansas City Area Transportation Authority are eligible to participate as DBEs on this contract. A list of these firms is available on MoDOT's Office of External Civil Rights webpage at the following address under the MRCC DBE Directory:

http://www.modot.org/business/contractor_resources/External_Civil_Rights/DBE_program.htm

(C) Consultant's Certification Regarding DBE Participation: The Consultant's signature on this Agreement constitutes the execution of all DBE certifications which are a part of this Agreement. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Sponsor deems appropriate, which may include, but is not limited to: withholding monthly progress payments; assessing sanctions; liquidated damages; and/or disqualifying the Consultant from future bidding as non-responsible.

1. Policy: It is the policy of the USDOT and the Sponsor that businesses owned by socially and economically disadvantaged individuals (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 CFR Part 26 apply to this Agreement.

2. Obligation of the Consultant to DBEs: The Consultant agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Consultant shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Consultant shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted agreements and contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the recipient deems appropriate.

3. Geographic Area for Solicitation of DBEs: The Consultant shall seek DBEs in the same geographic area in which the solicitation for other Subconsultants is made. If the Consultant cannot meet the DBE goal using DBEs from that geographic area, the Consultant shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Consultant may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible

under the DBE standards equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Consultant may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Consultant may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by the Sponsor to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Consultant is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Consultant shall make good faith efforts to replace a DBE Subconsultant who is unable to perform satisfactorily with another DBE Subconsultant. Replacement firms must be approved by the Sponsor and FAA.

6. Verification of DBE Participation: Prior to the release of the retained percentage by the Sponsor, the Consultant shall file a list with the Sponsor showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Consultant to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Sponsor for noncompliance with 49 CFR Part 26. If the total DBE participation is less than the goal amount stated by the Sponsor, the Sponsor may sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Consultant's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by the Sponsor, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Consultant, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal established by the Sponsor is stated above in Subsection (7)(A). The Consultant must document the good faith efforts it made to achieve that DBE goal,

if the agreed percentage specified in Subsection (7)(C)(8) below is less than the percentage stated in Subsection (7)(A). Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Sponsor to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Sponsor or by the Consultant.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. DBE Participation Obtained by Consultant: The Consultant has obtained DBE participation and agrees to use DBE firms to complete at least 0% of the total services to be performed under this Agreement, by dollar value. All DBE firms which the Consultant intends to use, including DBE firm participation above and beyond the goal established in Subsection (7)(A), and the type and dollar value of the services each DBE will perform, is as follows:

Airport: Joplin Regional Airport

(A) DBE NAME AND ADDRESS	(B) TYPE OF DBE SERVICE	(C) DOLLAR VALUE OF DBE SUB-CONTRA	(D) PERCENT APPLICABLE TO DBE GOAL	(E) DOLLAR AMOUNT APPLICABLE TO DBE GOAL	(F) PERCENT OF TOTAL CONTRACT (C / TOTAL CONTRACT
TOTAL DBE PARTICIPATION				$0.00	0%

9. Good Faith Efforts to Obtain DBE Participation: If the Consultant's agreed DBE goal amount as specified in Subsection (7)(C)(8) is less than the Sponsor's DBE goal given in Subsection (7)(A), then the Consultant certifies good faith efforts were taken by Consultant in an attempt to obtain the level of DBE participation set by the Sponsor in Subsection (7)(A). Documentation of the Consultant's good faith efforts is to be submitted with this Agreement to the Sponsor and a copy submitted to the FAA.

(8) SUBCONSULTANTS:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Agreement without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Agreement.

EXCEPTIONS (Subconsultant information):

List all Subconsultant(s) to be used for any piece of work outlined in this agreement, excluding DBE Firms listed in the DBE Participation Subsection (7)(C)(8), DBE Participation Obtained by Consultant, in this agreement. If none, write "N/A" in the first row of the first column.

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES	SUBCONTRACT AMOUNT
Alliiance	400 Clifton Avenue Minneapolis, MN 55403	Architecture	$100,055.00
Olsson	1027 S. Main St. Joplin, MO 64801	Engineering	$83,340.00
Vistara Construction Services	728 W. Jackson, Suite 526 Chicago, IL 60661	Cost Estimating	$8,500.00

(B) The Consultant agrees and shall require the selected Subconsultants to maintain books, documents, papers, accounting records, and other evidence pertaining to direct costs and expenses incurred under the Agreement and to make such materials available at their offices at reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement for inspection by the Sponsor or any of its authorized representatives (or any authorized representative of the federal government), and copies thereof shall be furnished.

(C) Unless waived or modified by the Sponsor, the Consultant agrees to require, and shall provide evidence to the Sponsor, that those Subconsultants shall maintain commercial general liability, automobile liability, professional liability and worker's compensation and employer's liability insurance, or alternatively, a comparable umbrella insurance policy submitted to and approved by the FAA, for not less than the period of services under such subconsultant agreements, and in an amount equal to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the minimum coverage shall not be less than the following amounts:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) The subletting of the services will in no way relieve the Consultant of its primary responsibility for the quality and performance of the services to be performed hereunder, and the Consultant shall assume full liability for the services

performed by its Subconsultants.

(E) The payment for the services of any Subconsultants will be reimbursed at cost by the Sponsor in accordance with the submitted invoices for such services, as set forth in Section (9), entitled "Fees and Payments".

(F) The Consultant agrees to furnish a list of any MoDOT-approved DBE Subconsultants under this Agreement upon the request of the Sponsor or the FAA. Further, the Consultant agrees to report to the Sponsor on a monthly basis the actual payments made by the Consultant to such DBE Subconsultants.

(G) The Consultant agrees that any agreement between the Consultant and any Subconsultant shall be an actual cost plus fixed fee agreement if the amount of the agreement between the Consultant and Subconsultant exceeds Twenty-Five Thousand Dollars ($25,000). Subconsultant agreements for amounts of $25,000 or less may be lump sum or actual cost plus fixed fee as directed by the Sponsor.

(9) FEES AND PAYMENTS:

(A) The Consultant shall not proceed with the services described herein until the Consultant receives written authorization in the form of a Notice to Proceed from the Sponsor.

(B) The amount to be paid to the Consultant by the Sponsor as full remuneration for the performance of all services called for in this Agreement will be on the following basis, except that the lump sum fee for labor, overhead and profit plus other costs will not exceed a maximum amount payable of **$234,912.96,** which is shown in Exhibit IV, "Derivation of Consultant Project Costs", and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown" attached hereto and made a part of this Agreement. Payment under the provisions of this Agreement is limited to those costs incurred in accordance with generally accepted accounting principles to the extent they are considered necessary to the execution of the item of service.

(C) The Consultant's fee shall include the hourly salary of each associate and employee, salary-related expenses, general overhead, and direct non-salary costs as allowed by 48 CFR Part 31, the Federal Acquisition Regulations (FAR), and 23 CFR 172, Procurement, Management, and Administration of Engineering and Design Related Services. The hourly salary of each associate and employee is defined as the actual productive salaries expended to perform the services. The other billable costs for the project are defined as follows:

1. Salary-related expenses are additions to payroll cost for holidays, sick leave, vacation, group insurance, worker's compensation insurance,

social security taxes (FICA), unemployment insurance, disability taxes, retirement benefits, and other related items.

2. General overhead cost additions are for administrative salaries (including non-productive salaries of associates and employees), equipment rental and maintenance, office rent and utilities, office maintenance, office supplies, insurance, taxes, professional development expenses, legal and audit fees, professional dues and licenses, use of electronic computer for accounting, and other related items.

3. Direct non-salary costs incurred in fulfilling the terms of this Agreement, such as but not limited to travel and subsistence, subcontract services, reproductions, computer charges, materials and supplies, and other related items, will be charged at actual cost without any override or additives.

4. The additions to productive salaries for Items in Subsections (9)(C) 1 and 2 will be established based on the latest audit.

5. The Consultant shall provide a detailed man hour/cost breakdown for each phase of the project indicating each job classification with base wage rates and the number of hours associated with each phase. The breakdown shall include work activities and be in sufficient detail to reflect the level of effort involved. This information shall be attached hereto and made a part of this Agreement as Exhibit V "Engineering Basic and Special Services -Cost Breakdown".

6. The Consultant shall provide a detailed breakdown of all Subconsultant fees, including overhead and profit, when requested by the Sponsor and/or the FAA. Once the cumulative amount to be paid to a Subconsultant by the Consultant, as full remuneration for the performance of services, as called for in this Agreement and any supplemental agreements hereafter, equals or exceeds Twenty-Five Thousand Dollars ($25,000), submittal of a separate Exhibit IV, "Derivation of Consultant Project Costs" and Exhibit V, "Engineering Basic and Special Services-Cost Breakdown", prepared to solely reflect the Subconsultant's fees shall be attached hereto and made a part of this Agreement, subject to the process described in Section (3) of this Agreement. These Exhibits prepared to reflect the Subconsultant's fees shall be labeled Exhibit IV-A and Exhibit V-A, respectively.

7. The Consultant shall provide a detailed breakdown of all travel expense, living expense, reproduction expense, and any other expense that may be incurred throughout the project. These expenses must be project specific and not covered in or by an overhead rate.

8. The property and equipment used on this project such as automotive vehicles, survey equipment, office equipment, etc., shall be owned, rented, or leased by the Consultant, and charges will be made to the project for the use of such property at the rate established by company policies and practices. Approval of the Sponsor and the FAA will be required prior to acquisition of reimbursable special equipment.

9. The Consultant agrees to pay each Subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the Consultant's receipt of each payment the Consultant receives from the Sponsor. The Consultant agrees further to return retainage payments to each Subconsultant within 15 days after the Subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE Subconsultants.

(D) The Consultant shall submit an invoice for services rendered to the Sponsor not more than once every month. A progress summary indicating the current status of the services shall be submitted along with each invoice. Upon receipt of the invoice and progress summary, the Sponsor will, as soon as practical, but not later than 30 days from receipt, pay the Consultant for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress summary, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amounts not paid, through no fault of the Consultant, within 30 days after the Sponsor 's receipt of the Consultant's invoice. The Sponsor will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress summary. The payment, other than the fixed fee, will be subject to final audit of actual expenses incurred during the period of the Agreement.

(E) The Sponsor may hold a percentage of the amount earned by the Consultant, not to exceed two percent (2%), until 100% of services as required by Section (2), "Scope of Services," of this Agreement are completed and have been received and approved by the Sponsor and the FAA. The payment will be subject to final audit of actual expenses during the period of the Agreement. Upon completion and acceptance of all services required by Section (2), "Scope of Services," the two percent (2%) retainage will be paid to the Consultant. As an alternative to withholding two percent (2%) retainage as set forth above, the Sponsor may accept a letter of credit or the establishment of an escrow account in the amount of said retainage and upon such other terms and conditions as may be acceptable to the Sponsor and the Consultant. If a letter of credit or escrow account is not acceptable to the Sponsor, then the percent retainage will control.

(10) PERIOD OF SERVICE:

(A) The services, and if more than one, then each phase thereof, shall be completed in accordance with the schedule contained in Exhibit VI, "Performance Schedule," attached hereto and made a part of this Agreement. The Consultant and the Sponsor will be required to meet this schedule.

(B) The Consultant and Sponsor will be required to meet the schedules

in this Agreement. The Sponsor will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Consultant and no claim for damage shall be made by either party. Requests for extensions of time shall be made in writing by the Consultant before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested. The anticipated date of completion of the work, including review time, is stated in Exhibit VI of this Agreement. An extension of time shall be the sole allowable compensation for any such delays, except as otherwise provided in Section (3) for additional/changed work and differing/unforeseen conditions. Any extensions or additional costs shall be subject to FAA approval.

(C) As used in this provision, the term "delays due to unforeseeable causes" include but are not limited to the following:

1. War or acts of war, declared or undeclared;

2. Flooding, earthquake, or other major natural disaster preventing the Consultant from performing necessary services at the project site, or in the Consultant's offices, at the time such services must be performed;

3. The discovery on the project of differing site conditions, hazardous substances, or other conditions which, in the sole judgment of the Sponsor, justifies a suspension of the services or necessitates modifications of the project design or plans by the Consultant;

4. Court proceedings;

5. Changes in services or extra services.

(11) TERMINATION OF AGREEMENT – 2 CFR § 200 Appendix II(B):

(A) Termination for Convenience:

1. The Sponsor may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of the Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Sponsor, the Consultant must immediately discontinue all services affected.

2. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

3. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated

profit on non-performed services.

4. The Sponsor further agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(B) Termination for Default:

1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2. The terminating party must provide the breaching party seven days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. Termination by the Sponsor:

a. The Sponsor may terminate this Agreement, in whole or in part, for the failure of the Consultant to:

i. Perform the services within the time specified in this Agreement or by Sponsor-approved extension;

ii. Make adequate progress so as to endanger satisfactory performance of the Project; or

iii. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

b. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Sponsor all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Consultant under this Agreement, whether complete or partially complete.

c. The Sponsor agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

d. The Sponsor further agrees to hold Consultant

harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

e. If, after finalization of the termination action, the Sponsor determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Sponsor issued the termination for the convenience of the Sponsor.

4. Termination by Consultant:

a. The Consultant may terminate this Agreement in whole or in part, if the Sponsor:

i. Defaults on its obligations under this Agreement;

ii. Fails to make payment to the Consultant in accordance with the terms of this Agreement; or

iii. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

b. Upon receipt of a notice of termination from the Consultant, the Sponsor agrees to cooperate with the Consultant for the purpose of terminating the Agreement or a portion thereof, by mutual consent. If the Sponsor and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Sponsor's breach of the Agreement.

c. In the event of termination due to Sponsor breach, the Consultant is entitled to invoice the Sponsor and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. The Sponsor agrees to hold the Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

(12) OWNERSHIP OF DRAWINGS AND DOCUMENTS:

(A) All drawings and documents prepared in performance of this Agreement shall be delivered to and become the property of the Sponsor upon suspension, abandonment, cancellation, termination, or completion of the Consultant's services hereunder; provided, however,

1. The Consultant shall have the right to their future use with written permission of the Sponsor;

2. The Consultant shall retain its rights in its standard drawing details, designs, specifications, CADD files, databases, computer software, and any other proprietary property; and

3. The Consultant shall retain its rights to intellectual property developed, utilized, or modified in the performance of the services subject to the following:

A. Copyrights. Sponsor, as the contracting agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Governmental purposes:

I. The copyright in any works developed under this Agreement, or under a subgrant or contract under this Agreement; and

II. Any rights of copyright to which Sponsor, its Consultant or Subconsultant purchases ownership with payments provided by this Agreement.

B. Patents. Rights to inventions made under this Agreement shall be determined in accordance with 37 CFR Part 401. The standard patent rights clause at 37 CFR § 401.14, as modified below, is hereby incorporated by reference.

I. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;

II. Paragraphs(g)(2) and (g)(3) of the clause shall be deleted; and

III. Subsection (l) of the clause, entitled "communication" shall read as follows: "(l) Communication. All notifications required by this clause shall be submitted to the Sponsor ".

IV. The following terms in 37 CFR 401.14 shall for the purpose of this Agreement have the following meaning:

Contractor - Consultant

Government and Federal Agency - Sponsor

Subcontractor - Subconsultant

4. Basic survey notes, design computations, and other data prepared under this Agreement shall be made available for use by the Sponsor without further compensation and without restriction or limitation on their use.

(B) Electronically Produced Documents:

1. Electronically produced documents will be submitted to the Sponsor, and the FAA in data files compatible with MicroStation V8i (specify CADD version) and Adobe PDF. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified release or version of the stated software.

2. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor will have an acceptance period of 60 calendar days after receipt by the Sponsor. If during that period the Sponsor finds any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of this Agreement. However, any changes requested by the Sponsor during the 60 calendar day acceptance period that constitute Additional Services under Section (3) shall be compensated in accordance with the terms of the Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

3. Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed at the hourly rates established herein plus the cost of materials.

4. The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents with the Consultant Engineer's seal on them will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor.

(C) The Sponsor may incorporate any portion of the deliverables into a project other than that for which they were performed, without further compensation to the Consultant; provided however, that (1) such deliverables shall thereupon be deemed to be the work product of the Sponsor, and the Sponsor shall use same at its sole risk and expense; and (2) the Sponsor shall remove the Consultant's name, seal, endorsement, and all other indices of authorship from the deliverables.

(13) DECISIONS UNDER THIS AGREEMENT AND DISPUTES:

(A) The Sponsor will determine the acceptability of the drawings, specifications, and estimates and all other deliverables to be furnished, and will decide the questions that may arise relative to the proper performance of this Agreement. The determination of acceptable deliverables may occur following final payment, and as late as during the construction of the project which decisions shall be conclusive, binding and incontestable, if not arbitrary, capricious or the result of fraud.

(B) The Sponsor will decide all questions which may arise as to the quality, quantity, and acceptability of services performed by Consultant and as to the

rate of progress of the services; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the Agreement on the part of the Consultant; the proper compensation for performance or breach of the Agreement; and all claims of any character whatsoever in connection with or growing out of the services of the Consultant, whether claims under this Agreement or otherwise. The Sponsor's decisions shall be conclusive, binding and incontestable if not arbitrary, capricious or the result of fraud.

(C) If the Consultant has a claim for payment against the Sponsor which in any way arises out of the provisions of this Agreement or the performance or non-performance hereunder, written notice of such claim must be made within sixty (60) days of the Consultant's receipt of payment for the retained percentage. Notwithstanding Section (23) of this Agreement, the notice of claim shall be personally delivered or sent by certified mail to the Sponsor. The notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim and the factual and legal basis of the claim.

(D) Any claim for payment or an item of any such claim not included in the notice of claim and itemized statement, or any such claim not filed within the time provided by this provision shall be forever waived, and shall neither constitute the basis of nor be included in any legal action, counterclaim, set-off, or arbitration against the Sponsor.

(E) The claims procedure in Subsections (13)(C) and (D) does not apply to any claims of the Sponsor against the Consultant. Further, any claims of the Sponsor against the Consultant under this Agreement are not waived or estopped by the claims procedure in Subsections (13)(C) and (D).

(F) Not withstanding Subsections (13)(A) through (E) above, in the event of any material dispute hereunder, both parties agree to pursue, diligently and in good faith, a mutually acceptable resolution.

(14) SUCCESSORS AND ASSIGNS: The Sponsor and the Consultant agree that this Agreement and all agreements entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

(15) INDEMNIFICATION RESPONSIBILITY:

(A) The Consultant agrees to save harmless the Sponsor and the FAA from all liability, losses, damages, and judgments for bodily injury, including death and property damage to the extent due to the Consultant's negligent acts, errors, or omissions in the services performed or to be performed under this Agreement, including those negligent acts, errors, or omissions of the Consultant's employees, agents, and Subconsultants.

(B) The Consultant shall be responsible for the direct damages incurred by the Sponsor as result of the negligent acts, errors, or omissions of the

Consultant or anyone for whom the Consultant is legally responsible, and for any losses or costs to repair or remedy construction as a result of such negligent acts, errors or omissions; provided, however, the Consultant shall not be liable to the Sponsor for such losses, costs, repairs and/or remedies which constitute betterment of or an addition of value to the construction or the project.

(C) Neither the Sponsor's review, approval or acceptance of or payment for any services required under this Agreement, nor the termination of this Agreement prior to its completion, will be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement. This indemnification responsibility survives the completion of this Agreement, as well as the construction of the project at some later date, and remains as long as the construction contractor may file or has pending a claim or lawsuit against the Sponsor on this project arising out of the Consultant's services hereunder.

(16) INSURANCE:

(A) The Consultant shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Consultant from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property from the negligent acts, errors, or omissions of the Consultant and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

(B) The Consultant shall also maintain professional liability insurance to protect the Consultant against the negligent acts, errors, or omissions of the Consultant and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.

(C) The Consultant's insurance coverages shall be for not less than the following limits of liability:

1. Commercial General Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

2. Automobile Liability: $500,000.00 per person up to $3,000,000.00 per occurrence;

3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: $1,000,000.00; and

4. Professional ("Errors and Omissions") Liability: $1,000,000.00, each claim and in the annual aggregate.

(D) In lieu of the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above, the Consultant may obtain insurance at all times in an amount equal

to the Sponsor's sovereign immunity caps as stated in section 537.600 RSMo and subsequently adjusted by the Missouri Department of Insurance. If the statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Consultant shall obtain insurance with the minimum coverage stated in Subsections (16)(C)(1) and (C)(2) above.

(E) The Consultant shall, upon request at any time, provide the Sponsor with certificates of insurance evidencing the Consultant's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance is in effect, as to the services under this Agreement.

(F) Any insurance policy required as specified in Section (16) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

(17) CONSTRUCTION PHASE OF THE PROJECT:

(A) This Agreement does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

(B) Because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the construction contractor(s)' methods of determining prices, or over competitive bidding or market conditions, any of the Consultant's opinions of probable project costs and/or construction cost, if provided for herein, are to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified design professional, familiar with the construction industry, but the Consultant cannot and does not guarantee that proposals, bids, or actual total project costs and/or construction costs will not vary from opinions of probable costs prepared by the Consultant.

(C) The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the construction contractor(s)' responsibility under the construction contract(s). The Consultant shall not be responsible for the construction contractor(s)' schedules or failure to carry out the construction work in accordance with the construction contract(s). The Consultant shall not have control over or charge of acts of omissions of the construction contractor(s), or any of its or their subcontractors, agents, or employees, or of any other persons performing portions of the construction work.

(18) NONDISCRIMINATION ASSURANCE: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest

(hereinafter referred to as the "Consultant") agrees as follows:

(A) Compliance With Regulations: The Consultant will comply with the "Title VI List of Pertinent Nondiscrimination Acts and Authorities", as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement. In addition, the Consultant shall comply with all state statutes related to nondiscrimination.

(B) Nondiscrimination: The Consultant, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(C) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

(D) Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(E) Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Sponsor will impose such contract sanctions as the FAA may determine to be appropriate, including, but not limited to:

1. Withholding payments to the Consultant under this Agreement until the Consultant complies; and/or

2. Cancelling, terminating, or suspending this Agreement, in whole or in part.

(F) Incorporation of Provisions: The Consultant will include these nondiscrimination provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives

issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant or supplier because of such direction, the Consultant may request the Sponsor or the United States to enter into such litigation to protect the interests of the Sponsor or United States.

(H) Title VI List of Pertinent Nondiscrimination Acts and Authorities: During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

2. 49 CFR Part 21 (Non-Discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131-12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;

9. The FAA's nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681 *et seq*.).

(19) APPROVAL: This Agreement is made and entered into subject to the approval of the FAA.

(20) AVIATION FEDERAL AND STATE CLAUSES:

(A) Civil Rights – 49 USC § 47123: The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultant and any subconsultants from the solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

(B) Trade Restriction Certification – 49 U.S.C. § 50104, 49 CFR Part 30:

1. By execution of this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant:

A. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

B. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

C. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

2. This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

3. The Consultant must provide immediate written notice to the Sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

4. Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant:

A. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

B. whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

C. who incorporates in the public works project any product of a foreign country on such USTR list.

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

6. The Consultant agrees that it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

7. This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor cancellation of the Agreement for default at no

cost to the Sponsor, MoDOT or the FAA.

(C) Eligible Employees - Executive Order 07-13:

1. The Consultant shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement. By signing this Agreement, the Consultant hereby certifies that any employee of the Consultant assigned to perform services under this Agreement is eligible and authorized to work in the United States in compliance with federal law. In the event the Consultant fails to comply with the provisions of Executive Order 07-13, or in the event the Sponsor has reasonable cause to believe that the Consultant has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Sponsor reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.

2. The Consultant shall include the above-provision concerning said Executive Order within every subcontract. The Consultant shall take such action with respect to any subcontract as the Sponsor may direct as a means of enforcing such provisions, including sanctions for noncompliance.

(D) Texting While Driving – Executive Order 13513, DOT Order 3902.10:

1. In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

2. In support of this initiative, the Sponsor encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding Three Thousand Five Hundred Dollars ($3,500) and involve driving a motor vehicle in performance of work activities associated with the project.

(E) Veteran's Preference – 49 USC § 47112(c): In the employment of labor (except in executive, administrative, and supervisory positions), the Consultant and all subconsultants must give preference to covered veterans as defined within Title 49 U.S.C. § 47112. Covered veterans include Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

(F) Federal Fair Labor Standards Act (Federal Minimum Wage) – 29 USC § 201, et seq.: All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers. The Consultant has full responsibility to monitor compliance to the above-referenced statute and regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

(G) Occupational Safety and Health Act of 1970 – 20 CFR Part 1910: All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Consultant must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Consultant retains full responsibility to monitor its compliance and its subconsultants' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

(H) Energy Conservation Requirements – 2 CFR § 200, Appendix II(H): The Consultant and any subconsultants agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*.).

(I) Debarment and Suspension (Non-Procurement) – 2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility:

1. By executing this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this Agreement.

2. The Consultant, by administering each lower tier subconsultant agreement that exceeds $25,000 as a "covered transaction", must verify each lower tier Subconsultant participant of a "covered transaction" under the project is

not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

A. Checking the System for Award Management at website: https://www.sam.gov.

B. Collecting a certification statement similar to the statement in Subsection (20)(I)1.

C. Inserting a clause or condition in the covered transaction with the lower tier Subcontractor.

3. If the Sponsor or the FAA later determines that a lower tier participant failed to disclose to a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the Sponsor or the FAA may pursue any available remedy, including suspension or debarment of the non-compliant participant.

(J) Lobbying and Influencing Federal Employees – 31 U.S.C. § 1352, 2 CFR § 200, Appendix II(J), 49 CFR Part 20, Appendix A:

1. The Consultant certifies by execution of this Agreement, to the best of its knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Consultant shall require that the language of this Subsection (20)(F) be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission

of this certification is a prerequisitive for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

(K) Contract Workhours and Safety Standards Act Requirements – 2 CFR § 200 Appendix II (E)):

1. Overtime Requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in Subsection (20)(K)1. above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the Sponsor and/or the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Subsection (20)(K)1. above, in the sum of Ten Dollars ($10) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Subsection (20)(K)1. above.

3. Withholding for Unpaid Wages and Liquidated Damages: The FAA or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Subsection (20)(K)2. above.

4. Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this Subsection (20) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Subsection (20).

(L) Breach of Contract Terms Sanctions - 2 CFR §200 Appendix II(A): Any violation or breach of the terms of this Agreement on the part of the Consultant or any Subconsultant may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The Sponsor will provide the Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of this Agreement. The Sponsor reserves the right to withhold payments to the Consultant until such time the Consultant corrects the breach or the Sponsor elects to terminate this Agreement. The Sponsor's notice will identify a specific date by which the Consultant must correct the breach. The Sponsor may proceed with termination of this Agreement if the Consultant fails to correct the breach by deadline indicated in the Sponsor's notice. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(M) Clean Air and Water Pollution Control – 2 CFR 200 § 200, Appendix II(G): The Consultant agrees:

1. To comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251-1387); and

2. To report any violation to the Sponsor immediately upon discovery. The Sponsor assumes responsibility for notifying the Environmental Protection Agency and the FAA.

(N) Seismic Safety – 49 CFR Part 41: In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Sponsor a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

(O) Rights to Inventions – 2 CFR §200 Appendix II(F), 37 CFR §401. Not Used.

(P) Certification of Consultant Regarding Tax Delinquency and Felony Convictions: The Consultant certifies that it is not a corporation that:

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or

2. Was convicted of a criminal violation under any Federal law within the preceding twenty-four (24) months.

(21) ACTIONS: No action may be brought by either party hereto concerning any matter, thing, or dispute arising out of or relating to the terms, performance, non-performance, or otherwise of this Agreement except in the Circuit Court of Warren County, Missouri. The parties agree that this Agreement is entered into at Joplin, Missouri and substantial elements of its performance will take place or be delivered at Joplin Regional Airport, Missouri, by reason of which the Consultant consents to venue of any action against it in Warren County, Missouri. The Consultant shall cause this provision to be incorporated into all of its agreements with, and to be binding upon, all Subconsultants of the Consultant in the performance of this Agreement.

(22) AUDIT OF RECORDS: For purpose of an audit, the Consultant shall maintain all those records relating to direct costs and expenses incurred under this Agreement, including but not limited to invoices, payrolls, bills, receipts, etc. These records must be available at all reasonable times to the Sponsor, the FAA, and the Comptroller General of the United States or their designees and representatives, at the Consultant's offices, at no charge, during the Agreement period and any extension thereof, and for the three (3) year period following the date of final payment made under this Agreement. If the Sponsor has notice of a potential claim against the Consultant and/or the Sponsor based on the Consultant's services under this Agreement, the Consultant, upon written request of the Sponsor, shall retain and preserve its records until the Sponsor has advised the Consultant in writing that the disputed claim is resolved.

(23) NOTICE TO THE PARTIES: All notices or communications required by this Agreement shall be made in writing and shall be effective upon receipt by the Sponsor or the Consultant at their respective addresses of record. Letters or other documents which are prepared in 8.5 x 11 inch format may be delivered by telefax, provided that an original is received at the same address as that to which that telefax message was sent, within three (3) business days of the telefax transmission. Either party may change its address of record by written notice to the other party.

(A) Notice to the Sponsor: Notices to the Sponsor shall be addressed and delivered to the following Sponsor’s representative, who is hereby designated by the Sponsor as its primary authorized representative for administration, interpretation, review, and enforcement of this Agreement and the services of the Consultant hereunder:

NAME AND TITLE OF SPONSOR'S REPRESENTATIVE	Allison Zahner		
SPONSOR'S NAME	City of Joplin, MO		
SPONSOR'S ADDRESS	602 S. Main Street, Joplin, MO 64801		
PHONE	(417) 623-0262	FAX	
E-MAIL ADDRESS	azahner@joplinmo.org		

The Sponsor reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Sponsor may now or hereafter deem appropriate. Such substitution or designations shall be made by the Sponsor in a written notice to the Consultant.

(B) Notice to the Consultant: Notices to Consultant shall be addressed and delivered to Consultant's representative, as follows:

NAME AND TITLE OF CONSULTANT'S REPRESENTATIVE	Jennifer Kuchinski, P.E.		
CONSULTANT'S NAME	Crawford Murphy and Tilly, Inc.		
CONSULTANT'S ADDRESS	1100 Main Street, Suite 1210 Kansas City, MO 64105		
PHONE	(314) 698-0974	FAX	
E-MAIL ADDRESS	jkuchinski@cmtengr.com		

The Consultant reserves the right to substitute another person for the individual named at any time, and to designate one or more other representatives to have authority to act upon its behalf generally or in limited capacities, as the Consultant may now or hereafter deem appropriate. Such substitutions or designations shall be made by the Consultant's president or chief executive officer in a written notice to the Sponsor.

(24) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Consultant shall comply with all

local, state, and federal laws and regulations which govern the performance of this Agreement.

(25) CONFIDENTIALITY: The Consultant agrees that the Consultant's services under this Agreement are a confidential matter between the Consultant and the Sponsor. The Consultant shall not disclose any aspect of the Consultant's services under this Agreement to any other person, corporation, governmental entity, or news media, excepting only to Consultant's lawyers, accountants, insurers, and such employees, Subconsultants, and agents as may be necessary to allow them to perform services for the Consultant in the furtherance of this Agreement, without the prior approval of the Sponsor; provided, however, that any confidentiality and non-disclosure requirements set out herein shall not apply to any of the Consultant's services or to any information which (1) is already in the public domain or is already in the Consultant's possession at the time the Consultant performs the services or comes into possession of the information; (2) is received from a third party without any confidentiality obligations; or (3) is required to be disclosed by governmental or judicial order. Any disclosure pursuant to a request to the Sponsor under Chapter 610, RSMo, shall not constitute a breach of this Agreement. The content and extent of any authorized disclosure shall be coordinated fully with and under the direction of the Sponsor, in advance.

(26) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Sponsor and the Consultant.

(27) SEVERABILITY AND SURVIVAL:

(A) Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Sponsor and the Consultant.

(B) All express representations, indemnifications, or limitations of liability made or given in this Agreement will survive the completion of all services by the Consultant under this Agreement or the termination of this Agreement for any reason.

(28) PAYMENT BOND: In the event that any subconsultants are used to supply at least fifty thousand dollars ($50,000) worth of materials and/or labor not within the scope of environmental assessment services or licensed professional services as defined by chapter 327, RSMo, the Consultant shall require any such subconsultants to provide laborers and materialmen with adequate bond security. Payment bonds shall be executed by any such subconsultants with the subconsultant as principal and a surety company authorized to do business in the State of Missouri as surety, and any agent executing the same on behalf of a subconsultant or surety company must attach a current Power of Attorney setting forth sufficient execution authority. Said payment bonds must be acceptable to the Sponsor to cover all materials used, all labor performed, and all insurance premiums necessary to comply with Section 107.170, RSMo, and must be provided to the Sponsor prior to the performance of such

subconsultant services under this Agreement.

(29) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Sponsor and the Consultant.

(30) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

(A) Exhibit I: Project Description.

(B) Exhibit II: Scope of Services.

(C) Exhibit IIA: Current FAA Advisory Circulars, Standards, Guidance and Engineering Briefs

(D) Exhibit III: Services Provided by the Sponsor.

(E) Exhibit IV: Summary & Derivation of Consultant Project Costs.

(F) Exhibit V: Engineering Basic and Special Services – Manhour Cost Breakdown.

(G) Exhibit VI: Performance Schedule

(H) Exhibit VII Project Sketch

(I) Exhibit VIII Federal Contract Provisions for A/E Agreements

(31) SUBCONSULTANT AGREEMENTS

(J) Exhibit IX Alliiance (Architecture) Proposal
Olsson (Engineering) Proposal
Vistara (Cost Estimating) Proposal

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement, executed by their respective proper officials, on the date last written below.

Executed by the **Consultant** the _____ day of _____, 20____.

Executed by the **Sponsor** the _____ day of _____, 20____.

Consultant:	Sponsor:
By: _____	By: _____
Signature	Signature
_____	
Title:	Title:
ATTEST:	ATTEST:
By: _____	By: _____
Signature	Signature
Title: _____	Title: _____

EXHIBIT I

PROJECT DESCRIPTION

Design & Bidding Professional Services

Perform Design & Bidding Phase Services for the proposed project named:

Terminal Standards Update Phase 1A Project

at the Joplin Regional Airport (JLN)

-

EXHIBIT II

SCOPE OF SERVICES

The Consultant, in consideration of the payment on the part of the Sponsor, agrees to perform the engineering services enumerated as follows:

The Consultant will perform project design and produce conceptual, preliminary, and final plans, construction documents/technical specifications for bidding, and engineer's opinion of probable equipment costs. The Consultant will assist the Sponsor with the preparation of any addenda during the bidding process and will attend the prebid meeting virtually or in Joplin at the Airports discretion.

All services will be performed in accordance with all applicable federal, state and local laws, ordinances, regulations and codes, together with good engineering practice and applicable FAA advisory circulars (AC's), standards, guidance and/or agency orders, engineering briefs current at the time of execution of this Agreement including but not limited to those listed on attached EXHIBIT IIA.

This Agreement is limited to design and bidding phase services and does not include construction phase services. Review of shop drawings and other construction phase services can be added by Supplemental Agreement after design has been completed and the construction contract period has been determined.

The Consultant shall not proceed with services herein until a notice-to-proceed is received from the Sponsor unless otherwise requested by the Sponsor.

The following is a detailed description of the specific services that are required by this Agreement.

See Attachment A – General Scope of Design and Bidding Phase Services, following pages.

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Attachment A
Scope of Work

For Design and Bidding Phase Services for the

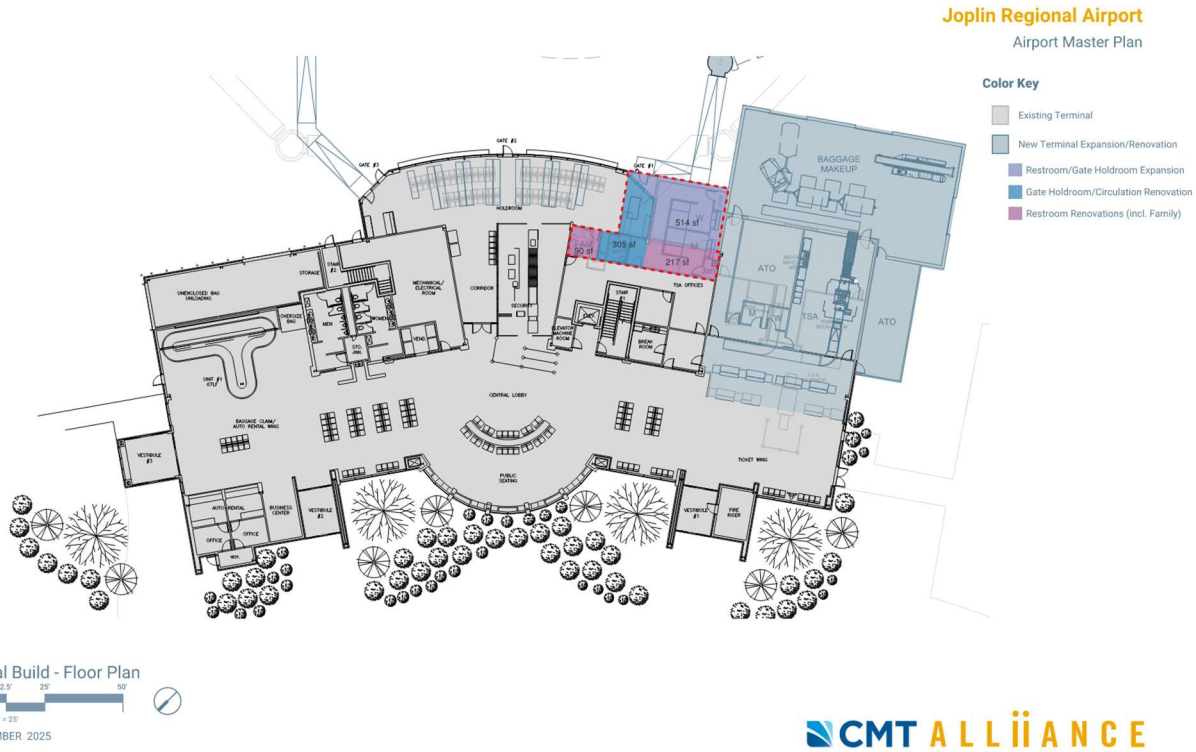
RESTROOM EXPANSION AND RENOVATION
TERMINAL STANDARDS UPDATE -- PHASE 1A
JOPLIN REGIONAL AIRPORT (JLN)
FEBRUARY 10, 2026

CMT Project #25009195.00

1.0 Project Overview

This scope outlines the professional services proposed for design and bidding services for the construction of an 1,126 square foot Terminal Restroom Expansion and Renovation project at the Joplin Regional Airport (JLN). The project has an estimated construction cost of approximately $1,200,000. The design will be compliant with Federal Aviation Adminstration requirements and is eligible for FAA Grant Funding. See Exhibit A.1.

Exhibit A.1



The estimated duration of this scope (design and bidding services) is approximately 20 weeks.

References to the Engineer shall be the individual, partnership, firm, or corporation duly authorized by the Sponsor to be responsible for design and bidding services of the contract work and acting directly or through an authorized representative. Crawford Murphy & Tilly, Inc. (CMT) will serve as the prime consultant and provide project management and site engineering (airfield related design and coordination plus design for utilities outside the building). Subconsultants will include: Alliiance Architecture responsible for architectural design, Olsson for mechanical, electrical, plumbing and structural engineering, and Vistara for cost estimating services. See below for CMT scope of services and refer to Attachments A1, A2 and A3 for Subconsultant scope of services.

2.0 Work Tasks

A. Design Phase

1. Task A: Schematic design:
    a. Participate in weekly progress / coordination meetings Assist Sponsor with FAA communications and potential grant application.
    b. Prepare for and attend Kick-off meeting and (same day) site visit
    c. Prepare concepts for site demolition, restoration, coordination with adjacent Passenger Boarding Bridge infrastructure, and utility infrastructure.
    d. Prepare concept cost estimates and design narrative for pavement demolition/restoration and utility connections.
2. Task B: Design Development:
    a. Participate in weekly progress / coordination meetings. Assist Sponsor with FAA communications and potential grant application.
    b. Develop design documents for site demolition, restoration, coordination with adjacent Passenger Boarding Bridge infrastructure, and utility infrastructure.
    c. Develop design narrative for pavement demolition/restoration and utility connections.
    d. Develop Plans, Specification lists, Estimate and CSPP Narrative. Assist Prime Consultant with submittals for Sponsor / FAA reviews.
3. Task C: Construction Documents:
    a. Participate in weekly progress / coordination meetings. Assist Sponsor with FAA communications and potential grant application.

Attend a workshop and document review on site, followed by a site visit.

b. Finalize plans for site demolition, restoration, coordination with adjacent Passenger Boarding Bridge infrastructure, and utility infrastructure. For purposes of estimating professional service costs, assume 4 plan sheets for Civil Engineering.

c. Finalize Specifications, Estimate and CSPP Narrative with OEAAA submittal including 7460 Airspace Case Study. Drawings and specification prepared by CMT will be signed and sealed by a Professional Engineer licensed in the State of Missouri.

4. This scope of work assumes no new geotechnical investigation. It is assumed that past boring records can be reused for purposes of structural design (by subconsultant Olsson).
5. This scope of work assumes previously collected topographic survey will be used for purposes of developing drawing files for this scope.

C. Bidding Phase

1. Assist Sponsor with bidding, including but not limited to:
   a) Provide Request for Bids
   b) Attend, prepare for, and assist with conducting prebid meeting. Prepare and issue meeting minutes.
   c) Prepare addenda. Answering questions and clarifying points pertaining to the plans/specifications during the bidding phase (for purposes of estimating professional service costs, 1 addenda is assumed).
   d) Prepare bid tabulations and recommendation for award.

3.0 Deliverables

The A/E shall submit electronic and hard copy deliverables to the Airport in the format and number of copies listed below or as requested.

1. Task A: Schematic design: Plans/Exhibits, Estimate and Design Report (1 electronic submittal)
2. Task B: Design Development: Plans, Specifications (list only), Estimate and CSPP Narrative (1 electronic submittal)
3. Task C: Construction Documents: Plans, Specifications, Estimate and CSPP Narrative with OEAAA submittal including 7460 Airspace Case Study (1 electronic submittal)
4. Task D: Bidding: Address questions and issue addenda during bid phase (for purposes of estimating professional service costs, 1 addenda is assumed).

4.0 Schedule

All work shall be completed within 140 calendar days from Notice to Proceed.

- Task A: Schematic design: NTP + 21 calendar days
- Task B: Design Development: NTP + 50 calendar days
- Task C: Construction Documents: NTP + 85 calendar days
- Task D: Bidding: NTP + 140 calendar days

5.0 Construction Services

Not Applicable to this agreement. Construction Phase engineering services will be negotiated at a later date.

ALLiiANCE

400 Clifton Avenue
Minneapolis, MN 55403
612.874.4100
alliiance.com

February 05, 2026

Jennifer Kuchinski
CRAWFORD, MURPHY, & TILLY (CMT)
1100 Main Street, Suite 1210
Kansas City, MO 64105

FEE PROPOSAL REV 1

RE: RESTROOM EXPANSION AND RENOVATION A/E DESIGN SERVICES
TERMINAL STANDARDS UPDATE – PHASE 1A
Joplin Regional Airport (JLN)
Joplin, Missouri

Dear Ms. Kuchinski,

We appreciate the opportunity to continue our partnership with CMT at the Joplin Regional Airport through this architectural and engineering services proposal for the expansion and renovation of the secure side restrooms at the airport.

PROJECT UNDERSTANDING

Alliiance has been teamed with CMT to provide terminal planning services for the Joplin Regional Terminal Area Master Plan (“master plan”). The master plan identified several terminal expansion projects to improve operations and expand the capacity of the terminal building. Identified projects were categorized as near, mid, and long term. The initial expansion, entitled Phase 1, included increasing the baggage screening area, baggage makeup area, and the expansion and renovation of the existing restrooms in the secure area. The restroom project includes roughly 550 square feet of building expansion and roughly 600 square feet of interior renovation.

We understand that the passenger boarding bridge (PBB) at Gate 1 will be replaced. Construction is anticipated to begin in September 2026 with substantial completion in October 2026. The current bridge and fixed link are designed to the existing conditions and does not consider the restroom expansion. Additional coordination with the PBB contractor will be required to determine the final configuration of the fixed link.

In response to the Federal Aviation Administration’s (FAA) December 2023 Notice of Funding Opportunity (NOFO), CMT prepared a funding request to design and construct the restroom expansion as a standalone project as a portion of the overall Phase 1. This portion, for the restroom expansion, is entitled Phase 1A.

Notification of award is anticipated March/April 2026 with grants issued by September 2026. Regardless of the FAA awarding the airport funding for the project, it is anticipated that the design of the project will proceed.

This proposal includes professional services for schematic design, design development, construction documents, and bidding support. A proposal for construction administration services will be provided separately at a future date.

SCOPE OF WORK

TASK A: SCHEMATIC DESIGN

The schematic design phase will further refine and build on the restroom expansion and renovation illustrated in the masterplan update and establish the scope and scale of the Phase 1A project. In addition, the design team will examine the site and existing drawings to better understand the existing conditions and potential impacts of the project. Services provided by the design team will include:

- Initial site visit and kickoff meeting to understand the existing conditions. This may include collection of any existing record drawings for the terminal building.
- Develop building information model (BIM) based on record drawings. base building model for use developing design concepts, design development documentation and construction documentation.

  Note: Due to the limited scale and scope of the project, Building Information Modeling (BIM) may be limited to the areas immediately adjacent to or impacted by the restroom expansion. Consideration of a complete existing conditions BIM model for the terminal has not been included in this fee proposal.

- Develop two design alternatives/layouts
- Develop alternative holdroom seating layouts.
- Develop interior material and finish concepts.
- Preparation of schematic design documentation to include floor plans, sections, elevations, and outline specifications.
- Preparation of preliminary building code analysis and plans.
- Preliminary coordination with engineering disciplines to make initial system selection and provide design narratives as the basis of design.

TASK B: DESIGN DEVELOPMENT

The design development phase includes further refinement and detailing of the approved schematic design concept. Services provided by the design team will include:

- Continued development of architectural plans, sections, elevations, and typical design details.
- Finalize building systems selections.
- Development, integration, and coordination of building systems including: structural, mechanical, electrical, plumbing, and IT/security systems.
- Finalize interior material and finish selections.
- Develop technical specifications.
- Develop probable opinion of cost.

TASK C: CONSTRUCTION DOCUMENTS

The construction documents phase includes the detailed development of the approved design development documents including the detailed requirements for construction.

- Develop detailed drawings and technical specifications.
- Detailed coordination of building systems including structural, mechanical, electrical, plumbing, and IT/security systems.
- Coordination with local authorities having jurisdiction, as required.
- ~~Develop final probable opinion of cost.~~

TASK D: BIDDING

The design team will assist the owner throughout the bidding process. Services provided by the design team will include:

- Preparing and distributing bidding documents including addenda documents as required.
- Respond to bidder questions during the bid period and issuing clarifications as required via addenda.
- Assist the airport in facilitating a pre-bid or pre-proposal conference including site walk.
- Review bids for responsiveness and conformance with the bidding requirements.
- Assist in the review and evaluation of the bids to make an award recommendation.

SCHEDULE

This fee proposal is based on the following schedule. It should be noted that if the duration of the project extends beyond the schedule described below, an additional services request may be required.

- Anticipated Notice to Proceed 3/2/2026
- Task A: Schematic Design 3/2/2026 - 3/20/2026 (3 Weeks)
- Task B: Design Development 3/23/2026 - 4/17/2026 (4 Weeks)
- Task C: Construction Documents 4/20/2026 - 5/22/2026 (5 Weeks)
- Task D: Bidding 5/25/2026 - 6/19/2026 (4 Weeks)
- Bid Opening 6/19/2026

SITE VISITS

The proposal includes reimbursable expenses associated with travel for Aliiance to and from Joplin throughout the duration of the project. Below is a summary of trips included in this proposal.

- Schematic Design: One two-person trip - kickoff meeting and existing conditions site walk
- Construction Documents: One one-person trip – construction documents page turn and final coordination
- ~~Bidding: One one-person trips - preproposal meeting~~

Airfare is assumed flying into and out of Joplin Regional Airport via United Airlines.

DESIGN TEAM

For the purposes of this proposal, it is assumed that CMT (prime) will provide overall project/program management. We understand that the design team will be made up of the following firms:

Alliiance | Minneapolis, MN
Terminal Planning, Architecture, and Interior Design

CMT | Kansas City, MO
Overall project management, Civil Engineering, Sponsor / FAA coordination, CatEx and Airspace Studies, Geotechnical / Utility Sub Coordination, Front End / Project Manual Specifications, Construction Safety Phase Planning

Olsson | Joplin, MO
Structural Engineering, Building Systems Engineering (Mechanical, Electrical, Plumbing Engineering, & Fire Protection), IT and Security Systems Engineering

Vistara Construction Services | Chicago, IL
Cost Estimating

FEE SUMMARY

We propose to provide the services described in detail above on a lump-sum basis. The table below includes a fee summary by phase. Reimbursable expenses will be invoiced at cost. A detailed fee breakdown is included as an attachment.

TASK	LABOR	EXPENSES	TOTAL
Task A: Schematic Design	$20,010	$3,000	$23,010
Task B: Design Development	$26,825	---	$26,825
Task C: Construction Documents	$41,150	$1,500	$42,650
Task D: Bidding	$7,570	---	$7,570
TOTAL FEE	**$95,555**	**$4,500**	**$100,055**

Please review and let us know if you have any further questions.

We are excited by this opportunity to continue working with the Joplin Regional Airport in partnership with CMT. Feel free to contact me with any comments or questions at 320.761.0371 (mobile).

Sincerely,

Ben Johnson, Associate AIA
Principal

Copied to: Eric Peterson, Principal, Alliiance
Shane Wirth, Principal | Senior Aviation Planner, Alliiance
Neil Ralston, CMT

Attachments:

1. 2026.02.05 JLN Restroom Expansion & Renovation Phase 1A Fee Backup – Alliiance_REV 1

RESTROOM EXPANSION AND RENOVATION TERMINAL STANDARDS UPDATE – PHASE 1A
JOPLIN REGIONAL AIRPORT
ALLIIANCE

Summary by Task	Labor	Expenses	**TOTAL**
TASK A: SCHEMATIC DESIGN	$20,010	$3,000	**$23,010**
TASK B: DESIGN DEVELOPMENT	$26,825	$0	**$26,825**
TASK C: CONSTRUCTION DOCUMENTS	$41,150	$1,500	**$42,650**
TASK D: BIDDING	$7,570	$0	**$7,570**
TOTALS	**$95,555**	**$4,500**	**$100,055**

Labor Summary	**Total Hours**	Principal-In-Charge	Terminal Designer / Project Manager	Senior Terminal Designer - Interiors	Project Architect	Interior Designer	Design Support	Project Coordinator
	513	5	65	28	151	57	193	14

TASK A: SCHEMATIC DESIGN	**Total Hours**	Principal-In-Charge $290.00	Terminal Designer / Project Manager $240.00	Senior Terminal Designer - Interiors $240.00	Project Architect $205.00	Interior Designer $150.00	Design Support $160.00	Project Coordinator $100.00	Total Cost per Item
General Project Management	**3**	1						2	$490
Existing Conditions / Kickoff Workshop Site Visit	**24**		12		12				$5,340
Existing Conditions Model	**20**				4		16		$3,380
Develop Alternative Conceptual Layouts	**20**		4				16		$3,520
Develop Holdroom Seating Alternatives	**4**			2		2			$780
Develop Schematic Design Documentation / Preliminary Code	**32**		2	2	4	8	16		$5,540
Develop Schematic Design Narratives	**4**		2	2					$960
	-								$0
	-								$0
Estimated Total Labor	**107**	**1**	**20**	**6**	**20**	**10**	**48**	**2**	
Total Labor This Phase		**$290.00**	**$4,800.00**	**$1,440.00**	**$4,100.00**	**$1,500.00**	**$7,680.00**	**$200.00**	**$20,010**
Expenses									
Mileage, Travel & Other Reimbursable Expenses									$3,000
									$0
TOTAL EXPENSES THIS PHASE									**$3,000**

TASK B: DESIGN DEVELOPMENT	**Total Hours**	Principal-In-Charge $290.00	Terminal Designer / Project Manager $240.00	Senior Terminal Designer - Interiors $240.00	Project Architect $205.00	Interior Designer $150.00	Design Support $160.00	Project Coordinator $100.00	Total Cost per Item
General Project Management	**13**	1	4		4			4	$2,470
Develop Design Development Documentation	**68**		4	4	16	12	32		$12,120
Design Development Technical Specifications	**60**		4	4	24	8	20		$11,240
Design Development ROM Cost Estimate Support	**5**		1	1	1	1	1		$995
	-								$0
	-								$0
	-								$0
	-								$0
	-								$0
Estimated Total Labor	**146**	**1**	**13**	**9**	**45**	**21**	**53**	**4**	
Total Labor This Phase		**$290.00**	**$3,120.00**	**$2,160.00**	**$9,225.00**	**$3,150.00**	**$8,480.00**	**$400.00**	**$26,825**
Expenses									
Mileage, Travel & Other Reimbursable Expenses									$0
									$0
TOTAL EXPENSES THIS PHASE									**$0**

TASK C: CONSTRUCTION DOCUMENTS	**Total Hours**	Principal-In-Charge $290.00	Terminal Designer / Project Manager $240.00	Senior Terminal Designer - Interiors $240.00	Project Architect $205.00	Interior Designer $150.00	Design Support $160.00	Project Coordinator $100.00	Total Cost per Item
General Project Management	**21**	1	8		8			4	$4,250
Develop Construction Documents	**136**		8	8	24	16	80		$23,960
Construction Documents Technical Specifications	**54**		2	4	32	8	8		$10,480
Construction Documents Workshop	**12**				12				$2,460
Constrution Documents ROM Cost Estimate Support	**-**								$0
	-								$0
	-								$0
	-								$0
	-								$0
Estimated Total Labor	**223**	**1**	**18**	**12**	**76**	**24**	**88**	**4**	
Total Labor This Phase		**$290.00**	**$4,320.00**	**$2,880.00**	**$15,580.00**	**$3,600.00**	**$14,080.00**	**$400.00**	**$41,150**
Expenses									
Mileage, Travel & Other Reimbursable Expenses									$1,500
									$0
TOTAL EXPENSES THIS PHASE									**$1,500**

TASK D: BIDDING	**Total Hours**	Principal-In-Charge $290.00	Terminal Designer / Project Manager $240.00	Senior Terminal Designer - Interiors $240.00	Project Architect $205.00	Interior Designer $150.00	Design Support $160.00	Project Coordinator $100.00	Total Cost per Item
General Project Management	**8**		4					4	$1,360
Support Preparation of Bid Documents	**8**	2	2		2		2		$1,790
Pre-proposal Meeting and Site Walk (On site)	**8**		4		4				$1,780
Respond to Bidder Questions / Issue Addenda	**9**		2	1	2	2	2		$1,750
Review Bids	**4**		2		2				$890
	-								$0
	-								$0
	-								$0
	-								$0
Estimated Total Labor	**37**	**2**	**14**	**1**	**10**	**2**	**4**	**4**	
Total Labor This Phase		**$580.00**	**$3,360.00**	**$240.00**	**$2,050.00**	**$300.00**	**$640.00**	**$400.00**	**$7,570**
Expenses									
Mileage, Travel & Other Reimbursable Expenses									$0
									$0
TOTAL EXPENSES THIS PHASE									**$0**

LETTER AGREEMENT
FOR PROFESSIONAL SERVICES

February 05, 2026

CMT Engineering
Attn: Jennifer Kuchinski, PE
jkuchinski@cmtengr.com

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
JLN Terminal Upgrades Phase 1A, Rev 1 (the "Project")
Joplin, MO

Dear Ms. Kuchinski:

It is our understanding that CMT Engineering ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project: as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: In Conjunction with Client
Anticipated Completion Date: In Conjunction with Client

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee in the amounts listed in attached and below. Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

Design Phase/Task	Labor	Expenses	Total:
Task A: Schematic Design	$18,746	$569	$19,315
Task B: Design Development	$21,176	$0	$21,176
Task C: Construction Doc.	$37,128	$435	$37,563
Task D: Bidding	$5,287	$0	$5,287
Total	$82,337	$1,004	$83,340

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be _____.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By _____ By _____

Chris Carlsen, PE Zach Korenak, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CMT Engineering

By _____

Signature

Print Name _____

Title _____ Dated _____

Attachments
Scope of Services – MEP
Scope of Services – Structural
General Provisions

SCOPE OF MEP SERVICES

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin, MO

Project Description: JLN Terminal Update

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project listed above.

Phase 100 – Engineering Design Services

Task 101: Schematic Design. Olsson will prepare narrative in conjunction with architect for systems and requirements. Includes kickoff meeting/site visit to gather necessary information for demolition and construction.

Task 102: Design Development. Olsson will prepare preliminary design documents in the form of narratives and plans for systems outlined below.

- Demolition Scope
- Power Distribution Modifications
- Branch Circuit Design
- Minimal Electrical site plan for movement of existing Light Pole
- Lighting Design includes fixture selection and standard lighting control design
- Fire Alarm and suppression design (performance requirements only)
- Conduit and box rough-in for low voltage systems.
- Extension and additions to low voltage systems to include:
    - Information/Communications Technology
        - Local area network (LAN)
        - Wireless network (WiFi)
        - Gate paging systems
        - Gate Information Displays (GIDs)
    - Security
        - Access control
        - Surveillance cameras
        - Intrusion detection
- HVAC design, extending existing services to meet the needs of the new layout
- Plumbing plans including domestic water, sanitary sewer, storm drain, and natural gas piping (if required).
- Domestic water, sanitary sewer, and storm sewer will be connected to existing building systems.
- Energy Calculations: Design will comply with the locally adopted energy code.
- Documents will be developed in Revit.
- Construction Specifications TOC

Task 103: Construction Documents. Olsson will prepare construction plans for the project in accordance with the Client's requirements. Plans will include all information for permit and construction:

- Demolition Scope
- Power Distribution Modifications
- Branch Circuit Design
- Minimal Electrical site plan for movement of existing Light Pole
- Lighting Design includes fixture selection and standard lighting control design
- Fire Alarm and suppression design (performance requirements only)
- Conduit and box rough-in for low voltage systems.
- Extension and additions to low voltage systems to include:

    - Information/Communications Technology
        - Local area network (LAN)
        - Wireless network (WiFi)
        - Gate paging systems
        - Gate Information Displays (GIDs)
    - Security
        - Access control
        - Surveillance cameras
        - Intrusion detection
- HVAC design, extending existing services to meet the needs of the new layout
- Plumbing plans including domestic water, sanitary sewer, storm drain, and natural gas piping (as required).
- Domestic water, sanitary sewer, and storm sewer will be connected to existing building systems.
- Energy Calculations: Design will comply with the locally adopted energy code.
- Construction documents will be developed in Revit.
- Final electronic signed & sealed plans for permit and construction
- Construction Specifications
- Attend a virtual final design coordination meeting.

Phase 300 – Bidding Services

Task 301: Bidding Services.

- Virtually attend a pre-proposal meeting.
- Respond to and address on review agency comments during Permit review period.
- Respond to written Request for Information (RFIs) from the Contractor during Bidding phase.
- Issue revised drawings as Addenda if necessary, based on responses to Contractor RFIs during Bidding.

PROJECT EXCLUSIONS

The following items are excluded from the scope of work and would be considered additional services at an additional fee:

1. Any service, analysis, design or deliverable beyond those specifically included in the Scope of Services section above.
2. Electrical distribution upgrades
3. Low voltage system upgrades
4. Meetings and/or site visits beyond those included in the Scope of Services
5. Evaluations, studies, or additional services requested by the owner.
6. Landscape and Irrigation design
7. Construction Phase Services

ADDITIONAL SERVICES

The following items, in addition to any items not specifically listed above are not included in the proposal but can be provided under a supplemental agreement:

A. Full Fire Protection Survey and Design
B. Geothermal Heating and Cooling Design
C. LEED Design Services
D. Lightning Protection Design
E. Electrical hazard studies
F. Value Engineering
G. Fire Sprinkler plans

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those

employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCOPE OF STRUCTURAL SERVICES

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Joplin Regional Airport
Joplin, MO

Project Description: JLN Terminal Update

A series of terminal expansion projects for Joplin Regional Airport are identified in a Terminal Area Master Plan ("Master Plan"). The initial phase of improvements (Phase 1) includes expansion of the baggage screening and baggage makeup areas, along with expansion and renovation of the existing secure-area restrooms. Phase 1A focuses on the secure-area restroom project which consists of approximately 550 square feet of new enclosed building area and 600 square feet of interior renovation within the existing terminal structure. Phase 1A also includes installation of a new passenger boarding bridge and fixed link.

The structural engineering scope of services under this proposal is based on the Phase 1A restroom expansion and renovation as defined above.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project listed above.

Phase 100 – Engineering Design Services

Task 101: Schematic Design. Olsson will attend a kickoff meeting with the client and visit the site to document existing conditions and gather other necessary information necessary for developing schematic level designs for demolition and construction (one one-person trip). Olsson will coordinate with the Architect in providing structural information for an overall Schematic Design Narrative.

Task 102: Design Development. Olsson will prepare preliminary design documents in the form of narratives and plans.

- Preparation of Design Development Documents as required for further definition of the project, including:
  - Structural Narrative as needed
  - Preparation of DD level plans in Autodesk Revit format
  - Foundation Plans
  - Framing Plans
  - Details
  - General Notes
  - Schedules
- Preparation of the structural portions of project specification table of contents, based on Masterspec standard specifications.
- Preliminary preparation of select structural technical specifications.
- Coordinate with Architect to finalize building system selections.

Assumptions:

- Geotechnical Report for the boarding bridge foundation to be provided by others prior to, or during, Design Development.

Task 103: Construction Documents. Olsson will prepare construction plans for the project in accordance with the Client's requirements. Plans will include all information for permit and construction:

- Preparation of Signed and Sealed Construction Drawings as required for construction of the project, including:
  - Preparation of final plans in Autodesk Revit format
  - Foundation Plans
  - Framing Plans
  - Details
  - General Notes
  - Schedules
- Preparation of the structural portions of a project specification book, based on Masterspec standard specifications.
- Attend a virtual final design coordination meeting.

Phase 200 – Bidding Services

Task 201: Bidding Services.

- Virtually attend a pre-proposal meeting.
- Respond to and address on review agency comments during Permit review period.
- Respond to written Request for Information (RFIs) from the Contractor during Bidding phase.
- Issue revised drawings as Addenda if necessary based on responses to Contractor RFIs during Bidding.

PROJECT EXCLUSIONS

The following items are excluded from the scope of work and would be considered additional services at an additional fee:

1. Any service, analysis, design or deliverable beyond those specifically included in the Scope of Services section above.
2. Deep foundation design,
3. Steel connection design (deferred submittal),
4. Cold formed metal stud design (deferred submittal),
5. Post-submittal redesign due to early package delivery,
6. Post-submittal redesign due to value engineering,
7. Meetings and/or site visits beyond those included in the Scope of Services,
8. Evaluations, studies, or additional services requested by the owner,
9. Construction Phase Services,
10. Special Inspections,
11. As-Built or Record Drawings,
12. Geotechnical Services,
13. Review of Contractor Pay Applications,
14. Building scan and/or field verification of existing building,
15. This proposal was based on the assumption that Olsson will prepare one set of construction documents for the entire development. Separate packages for phasing purposes or alternate bids are not included.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated February 5, 2026 between CMT Engineering ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs or procedures.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed

Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for

any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client

shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples. After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other

than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or

impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the

amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

VISTARA
construction services

February 5, 2026

Ben Johnson Assoc. AIA, LEED AP
Principal
Alliiance
400 Clifton Avenue
Minneapolis, MN 55403

Re: Construction Cost Estimating
RESTROOM EXPANSION AND RENOVATION A/E DESIGN SERVICES
Joplin Regional Airport (JLN)
Joplin, Missouri

Ben,

Thank you for offering us the opportunity to present this proposal to provide cost-estimating services for the above-referenced project. We understand that the scope includes planned restroom expansion identified in the current Master Plan.

Utilizing the information provided we propose the following fee for the project.

Phase	Fee
Design Development Cost Estimate	$8,500.00

Option: Additional Construction Documents Cost Estimate - $6,500.00

It is our intent to deliver the completed estimate within 15 business days of receiving scaled drawings (electronic .pdf files) and specifications. The above work will be performed under the Terms and Conditions of the Master Services Agreement between Alliiance and Vistara dated Nov 22, 2024.Should you have any questions regarding this proposal or need further information, please do not hesitate to call.

For:
Vistara Construction Services, Inc.



Sanjiv Pillai, PE
President
Cc: File, 268017

Approved by:_____
Name: _____
Date: _____

728 West Jackson Boulevard • Suite 526 • Chicago • Illinois 60661
(312) 986-8660 (P)

www.vistara.com

EXHIBIT IIA

FAA Advisory Circulars Required for Use in AIP Funded Projects

Updated April 18, 2019

The most current versions of these ACs and any associated changes at can be found on the FAA website as follows:

http://www.faa.gov/airports/resources/advisory_circulars/ and https://www.faa.gov/regulations_policies/advisory_circulars/.

The version of the advisory circular effective at the Notice to Proceed date of this project shall apply to the design and bidding phases of this project.

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1-2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5100-17, Changes 1-7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operations
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Airport Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Airport Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Show and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance – Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

105/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength-PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification for L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing & Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports by Individuals with Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150-5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program

150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

EXHIBIT III

SERVICES PROVIDED BY THE SPONSOR

The Sponsor, as a part of this Agreement, shall provide the following:

1. Assist the Consultant in arranging to enter upon public and private property as required for the Contractor to perform his services.

2. Obtain approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.

3. Notify consultant whenever the Sponsor observes or knows of any development that affects the scope or timing of the project construction.

4. Provide copies of existing plans, standard drawings, bid item numbers, reports or other data the Sponsor may have on file with regard to this project.

5. Issue airport badges for AOA access.

6. Issue Notice to Airmen (NOTAM's) through the applicable FAA Flight Service Station.

7. Designate airport contact persons in addition to Airport Manager

8. Place and pay for project advertisement in local media as required by federal rules.

9. Manage and perform the bid opening and conduct site visits for bidders.

EXHIBIT IV

SUMMARY

&

DERIVATION OF CONSULTANT PROJECT COSTS

EXHIBIT V

ENGINEERING BASIC AND SPECIAL SERVICES-COST BREAKDOWN

DERIVATION OF CONSULTANT PROJECT COSTS
JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
TERMINAL RESTROOM EXPANSION AND RENOVATION (PHASE 1A)
SUMMARY OF ENGINEERING COSTS (CMT)
February 10, 2026

Basic Services	Fee	Hours
Design Phase	$217,204.75	226
Bidding Phase	$17,446.65	30
Total	**$234,651.40**	**256**

Exhibit IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
TERMINAL RESTROOM EXPANSION AND RENOVATION (PHASE 1A)
SUMMARY OF ENGINEERING COSTS (CMT)
February 10, 2026

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST ($)
Principal	4	$103.00	$412.00
Project Manager	14	$78.00	$1,092.00
Sr. Project Engineer	32	$62.50	$2,000.00
Project Engineer	16	$48.00	$768.00
Staff Engineer	182	$45.00	$8,190.00
3-Man Survey Crew	0	$58.00	$0.00
Admin./Accounting Assistant.	8	$33.00	$264.00
	256		

Total Direct Salary Costs = $12,726.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 170.76% = $21,730.92

3 SUBTOTAL:

Items 1 and 2 = $34,456.92

4 PROFIT:

15% of Item 3 = $5,168.54

Subtotal $39,625.46

5 OUT-OF-POCKET EXPENSES:

a. Mileage	900	Miles @	$0.725	/ Mile =	$652.50
b. Vehicle	0	Days @	$50.00	/ Day =	$0.00
c. Meals & Misc (GAO)	3	Days @	$80.00	/ Day =	$240.00
d. Motel (GAO)	0	Nights @	$135.00	/ Night =	$0.00
e. See Note 5.1	1		$2,500.00	=	$2,500.00

Total Out-of-Pocket Expenses = $3,392.50

Note 5.1 Other Direct Costs include: Printing, Shipping, Survey Materials, etc.

6 SUBCONTRACT COSTS:

			% of fee
Alliance (Architecture)	=	$100,055.00	43%
Olsson Engineering (Mechanical/Electrical/Plumbing, Structural, Low Voltage	=	$83,340.00	35%
Vistara (Cost Estimating)	=	$8,500.00	4%

= $191,895.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $234,912.96 Lump Sum

Exhibit V

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri

SUMMARY OF ENGINEERING COSTS (CMT)
TERMINAL RESTROOM EXPANSION AND RENOVATION (PHASE 1A)

February 10, 2026

Classification: Gross Hourly Rate:		Principal $320.72	Project Manager $224.19	Sr. Project Engineer $194.61	Project Engineer $149.46	Staff Engineer $140.12	Survey Crew $180.60	Administrative/ Accounting Assistant $102.75	Other Costs
A. BASIC SERVICES									
1. Preliminary Phase (N/A):									
Project formulation, eligibility and scoping			4						
2. Design Phase:									
Proj. Mngmt. (status reports, project admin./invoicing - assume 4 months)		2	4					8	
Task A: Schematic Design									
Project Coordination (weekly progress meetings, assume 3 weeks)						3			
Existing Conditions / Kickoff Workshop Site Visit						12			
Existing Conditions Model						4			
Develop Alt. Conceptual Layouts (coord. w new PBB / phased const.)				2		12			
Develop Holdroom Seating Alternatives									
Develop Schematic Design Documentation / Preliminary Code				4		6			
Develop Schematic Design Narratives						4			
Consolidate Schematic Design Deliverable						3			
Task B: Design Development									
Project Coordination (weekly progress meetings, assume 4 weeks)						4			
Design Develop. Doc's (pvmt demo, restoration, CSPP and 7460 check)				8	4	40			
Design Development Technical Specifications (list only)				2					
Design Development ROM Cost Estimate Support					2	4			
Consolidate Develop Design Deliverable						4			
Task C: Construction Documents									
Project Coordination (weekly progress meetings, assume 5 weeks)				2		5			
Construction Doc's (pvmt demo, restoration, CSPP, OEAAA submittal)				4	4	40			
Construction Documents Technical Specifications				2	6				
Construction Documents Workshop (in person, followed by a site check)						10			
Constrution Documents ROM Cost Estimate Support						4			
Consolidate Construction Document Deliverable				4		3			
Internal quality control review		2	4						
Total hours =	226	4	12	28	16	158	0	8	(1,2,3,4,5)
Total =	$217,204.75	$1,282.86	$2,690.27	$5,449.05	$2,391.35	$22,138.69	$0.00	$822.03	$182,430.50
3. Bidding Phase									
Project Coordination (bi-weekly progress meetings, assume 4 weeks)			1			2			
Conduct Pre-Bid Meeting, Prepare Minutes (distribute in Addendum)						12			
Addendums/Address Questions, review bids/recommend award			1	4		10			
Total hours =	30	0	2	4	0	24	0	0	(1,2,3,4,5)
Total =	$17,446.65	$0.00	$448.38	$778.44	$0.00	$3,362.84	$0.00	$0.00	$12,857.00
PART A SUBTOTAL =		**$234,651.40**							
GRAND TOTAL =		**$234,651.40**							

EXHIBIT IV

DERIVATION OF CONSULTANT PROJECT COSTS

JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
TERMINAL RESTROOM EXPANSION AND RENOVATION (PHASE 1A)
SUMMARY OF ENGINEERING COSTS (CMT)
February 10, 2026

Out-of-Pocket Expenses

Item	Max No. of People	Meals	Hotels	V Days	Trips	Miles	Motel
Task A - Site Visit and Kick-off Workshop	1	1			1	300	0
Task B					0		0
Task C - Site Visit and Final Review	1	1			1	300	0
Pre-Bid Meeting	1	1			1	300	0
TOTAL =		3	0	0	3	900	0

SPECIAL SERVICES

Out-of-Pocket Expenses

Item	Max No. of People	Meals		V Days		Motel	Miles
TOTAL =				0		0	0

Assumptions:
1) CMT General and Civil Plan sheets assumed to be:

2	General Sheets (Cover, Legend, Sum of Qtys)
2	CSPP Sheets
2	30 scale plan civil existing conditions, demo, restoration
2	pavement details, utility details
8	

Airport: Joplin Regional Airport
IIJA Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT VI

PERFORMANCE SCHEDULE

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the time schedule found on the following page.

NOTE: This schedule makes several assumptions that are critical to project completion, including the following:

1. Outside review times are 2 weeks for the design report and for the 90% review.
2. Review meetings will be held as scheduled and issues resolved at those meetings.
3. Advertisement can occur immediately after completion of 100% Design.

DESIGN AND BIDDING PHASE SERVICES
FOR
JOPLIN REGIONAL AIRPORT (JLN)
Joplin, Missouri
TERMINAL STANDARDS UPDATE (PHASE 1A)

DESIGN / BIDDING SCHEDULE
Exhibit VI

Estimated Schedule:

Assumed NTP	March 3, 2026
Kick-off Meeting	March 11, 2026
Site Walk	March 11, 2026
Task A: Schematic Design	March 20, 2026
Task B: Design Development	April 17, 2026
Tack C: Construction Documents	May 22, 2026
Task D: Bidding Services	June 19, 2026
Complete Grant Application	July 17, 2026

Airport: Joplin Regional Airport
IIJA Project No.: 3-29-0037-064-2026
Federal (AIP) Project No.: 3-29-0037-065-2026

EXHIBIT VII

PROJECT SKETCH

The Consultant agrees to proceed with services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the scope of services in accordance with the following time schedule:

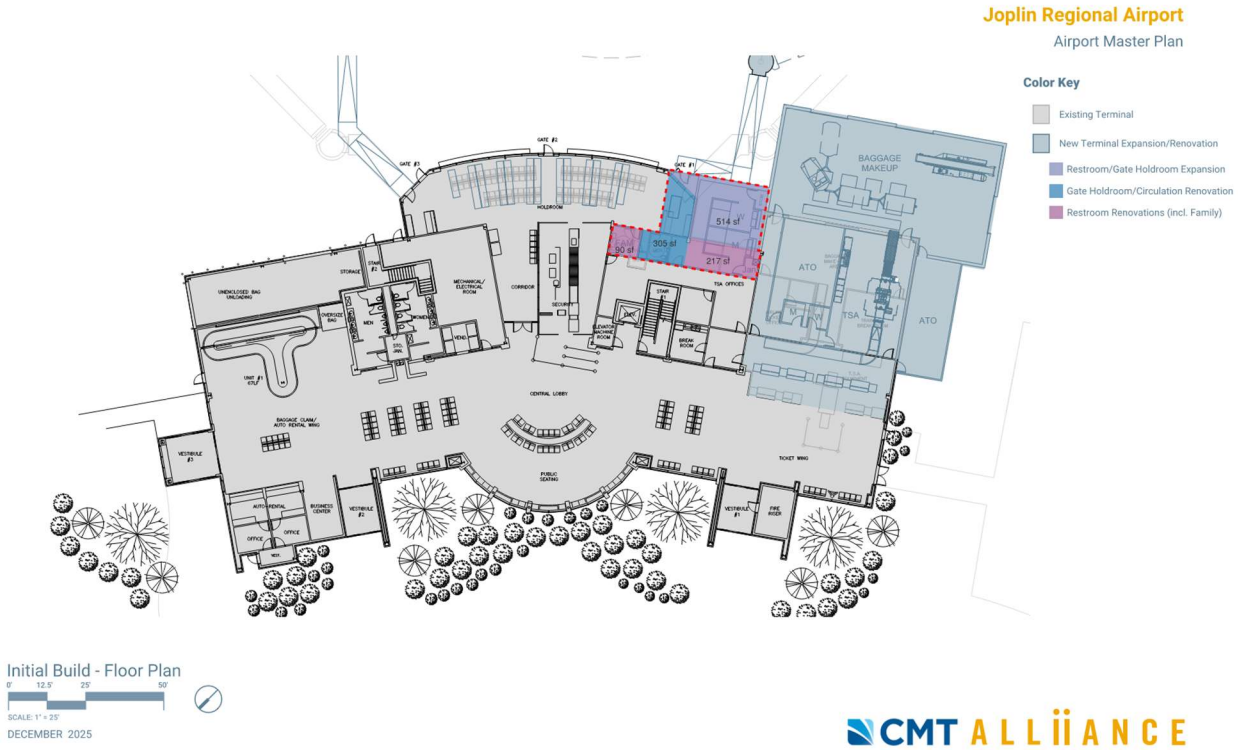


EXHIBIT VIII

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS 6

SEISMIC SAFETY 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN'S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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EXHIBIT IX

SUBCONSULTANT AGREEMENTS

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-112 Construction Agreement between City of Joplin and KCI Construction Company for the Newman Road Bridge Deck Repairs project

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Public Works-Engineering

ATTACHMENTS
Council Bill 2026-112; Agreement; Location Map; Bid Summary

REVIEWED BY
Director of Public Works, Daniel Johnson; Finance Director, Leslie Haase; City Attorney, Peter Edwards; Assistant City Manager, Tony Robyn; City Manager, Nicholas Edwards

SUMMARY
This Council Bill authorizes the City of Joplin to enter into an agreement with KCI Construction Company in the amount of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars ($122,290.00) for construction of the Newman Road Bridge Deck Repairs project.

BACKGROUND
In April 2024, the voters passed the Renewal of the Capital Improvement Sales Tax Program for an additional 12 years. One of the projects included in the program was the Newman Road: Turkey Creek Bridge Rehab project, with a proposed total cost of $4,950,000.00, to provide an extensive overhaul or replacement of the bridge deck at a minimum in the future.

The Newman Road Bridge Deck Repairs project focuses on repairing deteriorated portions of the Newman Road bridge deck only, extending the useful life of the existing bridge deck until the future bridge rehab project occurs. In accordance with the City of Joplin's procurement policies, a request for bid proposal for the construction of the Newman Road Bridge Deck Repairs project was advertised in the Joplin Globe on January 31st, 2026, and bids were received by the City on February 25th, 2026. Four bids were received, with KCI Construction Company selected as the lowest responsive bidder. The bid was below the engineer's estimate. The Notice to Proceed will be issued once signed contract documents have been received and executed. This project was designed by city staff. Construction oversight and project management will be provided by city staff as well.

This is a summary of the anticipated total expenditures for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Newman Road Bridge Deck Repairs	$122,290.00	CIST	June 2026
Newman Road: Turkey Creek Bridge Rehab	$4,827,710.00	CIST	T.B.D.
Grand Total	$4,950,000.00	CIST	

FUNDING SOURCE

The current cost of $122,290.00 is included in the voter-approved Capital Improvement Sales Tax Phase III Plan and the fiscal year 2026 CIST Budget.

RECOMMENDATION

Staff recommends approval of Council Bill 2026-112 on 1st reading.

COUNCIL BILL NO. 2026-112 **ORDINANCE NO.**

AN ORDINANCE approving the City of Joplin to enter into an agreement with KCI Construction Company in the amount of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars ($122,290.00) for construction of the Newman Road Bridge Deck Repairs project 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 the Ordinance shall become effective.

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

Section 1. That the City enter into an agreement with KCI Construction Company in the amount of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars ($122,290.00) for construction of the Newman Road Bridge Deck Repairs, for the City of Joplin, a true and accurate copy of said agreement being attached hereto and incorporated herein, be, and the same, is hereby approved.

Section 2. That the City Manager 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 with KCI Construction Company

Section 3. That upon the final approval and acceptance of the contractor's work under said contract, in substantial conformance with the attached exhibits, in writing by the Director of Public Works, and his certification to that effect to the Director of Finance, the contractor shall be paid out of the Capital Improvement Sales Tax Fund.

Section 4. That this Council Bill shall have an effective date of April 7, 2026.

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

day of_____, 2026, by a vote of_____.

_____

ATTEST: Keenan T. Cortez, Mayor

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

COUNCIL BILL NO. 2026-112 **ORDINANCE NO**

I hereby certify that a sufficient amount is available in the Capital Improvements Sales Tax Fund to pay the amounts called for on the basis of the bids received by the City Engineer.

_____

Leslie Haase, Director of Finance

AGREEMENT
BETWEEN
CITY OF JOPLIN AND KCI CONSTRUCTION COMPANY

CITY		**CONTRACTOR**	
CITY OF JOPLIN **602 S. MAIN STREET** **JOPLIN, MO 64801**		Name: KCI Construction Company Address: 1950 W. Sunset Street Springfield Mo. 65807	
Attention: Coty Pringle		Attention: Gregg Scholtens	
Department: Engineering Department		Phone:	Fax:
Phone: 417.624.0820 ext: 1557	Fax: 417.624.4620	Project: NEWMAN ROAD BRIDGE DECK REPAIRS	

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:

NEWMAN ROAD BRIDGE DECK REPAIRS

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 30 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, Sovereign Immunity Limits | Missouri Department of Insurance)

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty-Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty-Two Thousand One Hundred Forty-Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty-Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty-Two Thousand One Hundred Forty-Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty-Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at Five Hundred Thirty-Two Thousand One Hundred Forty-Eight and no/100 Dollars ($532,148.00) 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. 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 $122,290.00 (One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars) 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, (2025-Spec-Review-Final-Copy) 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. Proposal
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. 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 (One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 dollars) ($122,290.00) 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. 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. 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. Contractor shall procure and maintain during the life of this contract:

a. If 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. 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. 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. 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: 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.

CONTRACTOR:

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.

By:

_____

Printed Name: _____

Title: _____

_____

Leslie Haase, Director of Finance

CITY OF JOPLIN, MISSOURI

APPROVED AS TO FORM

_____

Daniel Johnson, P.E., Public Works Director

_____

Peter Edwards, City Attorney

CONTRACTOR'S BOND NO.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That

KCI Construction Company

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, in the total aggregate penal sum of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 DOLLARS ($122,290.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NEWMAN ROAD BRIDGE DECK REPAIRS

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, or any extensions thereof, which may be granted by the OWNER, with or with-out notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment of the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____ _____
Secretary Principal

Approved as to form this _____ day

of _____, 20____. By _____
Signature

_____ By _____
Peter Edwards, City Attorney Printed Name/Title

ATTEST: (SEAL)

_____ _____
Secretary Surety

Approved this _____ day of

_____, 20_____. By _____
Signature

_____ By _____
Leslie Haase, Director of Finance Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

CONTRACTOR'S BOND NO.
FOR CITY CONTRACTS
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

KCI Construction Company

a Corporation, hereinafter called Principal, and

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

THE CITY OF JOPLIN, MISSOURI
602 S. MAIN STREET, JOPLIN, MO 64801

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of One Hundred Twenty-Two Thousand Two Hundred Ninety and 00/100 DOLLARS ($122,290.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

NEWMAN ROAD BRIDGE DECK REPAIRS

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, all insurance premiums on said work, and for all labor cost incurred in such WORK including the stipulation in said contract requiring the payment of not less than the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or by final judicial determination of the Courts of the State of Missouri, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, any persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commended hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need to be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.
PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS, whereof, this the _____ day of _____, 20____.

ATTEST: (SEAL)

_____
Secretary

_____
Principal

Approved as to form this _____ day

of _____, 20____.

By _____
Signature

_____
Peter Edwards, City Attorney

By _____
Printed Name/Title

ATTEST: (SEAL)

_____
Secretary

_____
Surety

Approved this _____ day of

_____, 20_____.

By _____
Signature

_____
Leslie Haase, Director of Finance

By _____
Printed Name/Title

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

BRIDGE DECK REPAIRS
FOR THE NEWMAN RD. BRIDGE

GRAPHIC SCALE
0 250 500 1000
(IN FEET)
1 INCH = 500 FEET



newman road bridge.dwg

MISSOURI ONE CALL SYSTEM, INC. 1-800-344-7483 STOP - CALL BEFORE YOU DIG!

JOPLIN MISSOURI	CITY OF JOPLIN, MISSOURI PUBLIC WORKS DEPARTMENT DIVISION OF ENGINEERING	ADDRESS: 602 S MAIN ST 64801 PH NO: 417-624-0820 EXT 1530 FAX NO: 417-625-4738 E-MAIL: DJOHNSO1@JOPLINMO.ORG	REV DATE: 00/2025	REVISION: PROJECT CHECK	SVYD BY: N/A PNT FILE: N/A.TXT SVY DATE: N/A ENGINEER: JOHNSON	ACAD DWG FILE & PATH NAME: STREET\00000000\00000000 SCALES: HORZ: 1" = 10' VERT: N/A	DWN BY: PRINGLE CKD BY: JOHNSON APD BY: JOHNSON DATE: 1/2026	PROJECT BRIDGE DECK REPAIRS FOR THE NEWMAN RD. BRIDGE	PLAN NO: 8550 SHEET 1 of 2

BID SUMMARY

PROJECT: Newman Road Bridge Deck Repairs

DATE OF BID OPENING: 2/25/26 10:00am

CONTRACTOR	BID
Branco Enterprises Inc.	$230,777.50
Sprouls Construction, Inc.	$599,625.00
KCI Construction Co.	$122,290.00
Elements Construction Concepts	$239,875.00
Engineer's Estimate	**$265,103.75**

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-115 – Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Shoal Creek Wastewater Treatment Plant Final Clarifier Addition.

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-115 Ordinance, Work Authorization (AMA-OC26-005)

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 a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. to provide professional engineering consulting services in the not to exceed amount of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00).

BACKGROUND
The 2019 Facilities Plan identified probable improvement projects for the wastewater treatment plants to accommodate projected growth and address ongoing infrastructure needs. Construction of a third final clarifier at the Shoal Creek Wastewater Treatment Plant (WWTP) was included as one of the recommended improvements in that plan. In addition to the long-term planning recommendations, a review of recent influent flow and loading data indicates that expanded clarification capacity would be beneficial to maintain operational efficiency, regulatory compliance, and treatment reliability. The addition of a third final clarifier will provide increased redundancy and operational flexibility at the facility. Allgeier, Martin and Associates Inc. was selected from the City's on-call consultant list to provide the necessary engineering services for this project. This is a summary of the anticipated total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design	$ 430,000.00	Sanitary Sewer	April 2026
Construction	$ 3,870,000.00	Sanitary Sewer	August 2026
Grand Total	$ 4,300,000.00	Sanitary Sewer	

FUNDING SOURCE
The current cost of $430,000.00 is included in the 2019 Facilities Plan and the fiscal year 2026 Sanitary Sewer Budget.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2026-115 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for Professional Engineering Consulting Services in the not to exceed amount of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) for the Shoal Creek Wastewater Treatment Plant Final Clarifier Addition 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 said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) for the Shoal Creek Wastewater Treatment Plant Final Clarifier Addition 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 7, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

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 through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc Address: 7231 East 24th Street P.O. BOX 2627 JOPLIN, MO 64804	
Attention: Mr. John Cruz Sanitary Sewer Engineer		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7380	Fax: 417-680-7300
Phone: 417.624.0820 x 1584	Fax: 417.624.4620	Project: Shoal Creek WWTP Final Clarifier Addition	

WORK AUTHORIZATION NUMBER AMA-OC26-005

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES Dated 02/09/2026

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. Services. 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. 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 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. 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. 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC26-005 exceed the sum of Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00).

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 always maintain adequate insurance coverage 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, Sovereign Immunity Limits | Missouri Department of Insurance).

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. 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 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 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. 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

_____
John Cruz, Sanitary Sewer Engineer

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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols, PE

Title: : Vice President

Date: February 11, 2026

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC26-005 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Shoal Creek WWTP Final Clarifier Addition)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional design, bidding, and construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 The addition of a third final clarifier at the Shoal Creek WWTP.

1.1.3.2 Bidding and Construction Phase Engineering services.

1.2 Design Phase.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith; prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER

free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 180 consecutive calendar days from that date.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: “RATE SCHEDULE 2026-2028”; with a total compensation ceiling of $430,000 as set forth in Work Authorization Number AMA–OC-26-005 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$300,000
Bidding and Construction Phase Engineering Services	$130,000
Total Estimated Maximum Fee – All Services	$430,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2026, 2027 and 2028

LABOR RATES

Classification	Hourly Billing Rate 01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027	01/01/2028 thru 12/31/2028
Principal/Engineer VI	$316	$330	$342
Principal/Engineer V	$281	$293	$304
Principal/Engineer IV	$254	$266	$275
Principal/Engineer III	$234	$245	$253
Project Manager/Engineer II	$208	$217	$225
Project Manager/Engineer I	$189	$198	$205
Technician IV	$172	$180	$186
Technician III/GIS Specialist	$172	$180	$186
Technician III	$145	$152	$157
Technician II	$130	$136	$141
Technician I	$123	$128	$133
Two-Man GPS Survey Crew	$241	$251	$260
One-Man GPS Survey Crew	$189	$198	$205
Three-Man Survey Crew	$262	$274	$283
Two-Man Survey Crew	$208	$217	$225
Registered Land Surveyor II	$222	$232	$240
Registered Land Surveyor I	$195	$204	$211
Survey Crew Member	$99	$103	$107
Right of Way Specialist	$152	$158	$164
Project Representative III	$145	$152	$157
Project Representative II	$130	$136	$141
Project Representative I	$120	$126	$130
Secretary/Assistant	$99	$103	$107
Print Specialist	$99	$103	$107

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.72 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-116 – Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Wastewater Treatment Plants Electrical Upgrades.

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-116 Ordinance, Work Authorization (AMA-OC26-003)

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 a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. to provide professional engineering consulting services in the not to exceed amount of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00).

BACKGROUND
During the 2026 budget process, priority projects were identified at both wastewater treatment plants and 26 lift stations. The proposed projects will address infrastructure rehabilitation or replacement needs and safety concerns in FY2026. Electrical improvements will be grouped together for bidding purposes. These projects include replacement of motor control centers and automatic transfer switches, including (MCC-2) at the Shoal Creek Wastewater Treatment Plant, (MCC-1), (MCC-2), (MCC-3), and (MCC-4) at the Turkey Creek Wastewater Treatment Plant, as well as 16 automatic transfer switches at various lift stations. Allgeier, Martin and Associates Inc. was selected from the City's on-call consultant list to provide engineering services for this project.

This is a summary of the anticipated total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design of WWTP Electrical Upgrades	$ 98,000.00	Sanitary Sewer	April 2026
Construction	$ 882,000.00	Sanitary Sewer	August 2026
Grand Total	$ 980,000.00	Sanitary Sewer	

FUNDING SOURCE
The current cost of $98,000.00 is included in the Fiscal Year 2026 Sanitary Sewer Budget.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2026-116 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00) for the Wastewater Treatment Plants Electrical Upgrades 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 said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00) for the Wastewater Treatment Plants Electrical Upgrades 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 7, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

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 through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc Address: 7231 East 24th Street P.O. BOX 2627 JOPLIN, MO 64804	
Attention: Mr. John Cruz Sanitary Sewer Engineer		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7380	Fax: 417-680-7300
Phone: 417.624.0820 x 1584	Fax: 417.624.4620	Project: WWTP Electrical Upgrades	

WORK AUTHORIZATION NUMBER AMA-OC26-003

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES Dated 02/09/2026

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. Services. 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. 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 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. 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. 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC26-003 exceed the sum of Ninety-Eight Thousand and 00/100 Dollars ($98,000.00).

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 always maintain adequate insurance coverage 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, Sovereign Immunity Limits | Missouri Department of Insurance).

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. 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 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 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. 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

_____
John Cruz, Sanitary Sewer Engineer

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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols, PE

Title: : Vice President

Date: February 11, 2026

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC26-003 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with WWTP Electrical Upgrades)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional design, bidding, and construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacement of ATS's at lift stations and MCC gear at Turkey Creek WWTP and Shoal Creek WWTP.

1.1.3.2 Bidding and Construction Phase Engineering services.

1.2 Design Phase.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith; prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER

free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 120 consecutive calendar days from that date.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: “RATE SCHEDULE 2026-2028”; with a total compensation ceiling of $98,000 as set forth in Work Authorization Number AMA–OC-26-003 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$48,000
Total Estimated Maximum Fee – All Services	$98,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2026, 2027 and 2028

LABOR RATES

Classification	Hourly Billing Rate 01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027	01/01/2028 thru 12/31/2028
Principal/Engineer VI	$316	$330	$342
Principal/Engineer V	$281	$293	$304
Principal/Engineer IV	$254	$266	$275
Principal/Engineer III	$234	$245	$253
Project Manager/Engineer II	$208	$217	$225
Project Manager/Engineer I	$189	$198	$205
Technician IV	$172	$180	$186
Technician III/GIS Specialist	$172	$180	$186
Technician III	$145	$152	$157
Technician II	$130	$136	$141
Technician I	$123	$128	$133
Two-Man GPS Survey Crew	$241	$251	$260
One-Man GPS Survey Crew	$189	$198	$205
Three-Man Survey Crew	$262	$274	$283
Two-Man Survey Crew	$208	$217	$225
Registered Land Surveyor II	$222	$232	$240
Registered Land Surveyor I	$195	$204	$211
Survey Crew Member	$99	$103	$107
Right of Way Specialist	$152	$158	$164
Project Representative III	$145	$152	$157
Project Representative II	$130	$136	$141
Project Representative I	$120	$126	$130
Secretary/Assistant	$99	$103	$107
Print Specialist	$99	$103	$107

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.72 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-117 – Work Authorization with Allgeier, Martin and Associates Inc. for Professional Engineering Consulting Services for the Wastewater Treatment Plants Lime Silo and Digester Roof Rehabilitation Project.

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Public Works – Operations

ATTACHMENTS
CB2026-117 Ordinance, Work Authorization (AMA-OC26-004)

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 a Work Authorization between the City of Joplin and Allgeier, Martin and Associates Inc. to provide professional engineering consulting services in the not to exceed amount of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00).

BACKGROUND
During the 2026 budget process, priority projects were identified at both wastewater treatment plants to address infrastructure rehabilitation, replacement needs, and safety concerns in FY2026. Proposed projects include rehabilitation of the lime silo, replacement of methane gas piping and valves, and painting of digester roofs at both the Turkey Creek and Shoal Creek Wastewater Treatment Plants. Allgeier, Martin and Associates Inc. was selected from the City's on-call consultant list to provide professional services for these projects.

This is a summary of the anticipated total expenditure for this item:

ITEM DESCRIPTION	ANTICIPATED COST	FUNDING SOURCE	ESTIMATED TIMELINE
Design of Lime Silo and Digester Roof Rehab.	$ 88,000.00	Sanitary Sewer	April 2026
Construction	$ 787,000.00	Sanitary Sewer	June 2026
Grand Total	$ 875,000.00		

FUNDING SOURCE
The current cost of $88,000.00 is included in the fiscal year 2026 Sanitary Sewer Budget.

RECOMMENDATION
Staff recommend approval of this Council Bill on first reading.

COUNCIL BILL NO. 2026-117 **ORDINANCE NO.**

AN ORDINANCE authorizing the City of Joplin to enter into a work authorization with Allgeier, Martin and Associates, Inc. for engineering consultation services in the not to exceed amount of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00) for the Wastewater Treatment Plants Lime Silo and Digester Roof Rehabilitation Project 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 said agreement by and between the City of Joplin and Allgeier, Martin and Associates, Inc. in the not to exceed amount of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00) for the Wastewater Treatment Plants Lime Silo and Digester Roof Rehabilitation Project 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 consultant's work under said contract, in substantial conformance with the attached agreement, in writing to the Director of Public Works and his certification to the effect to the Director of Finance, the consultant shall be paid from the Sanitary Sewer Fund.

Section 4. That this Council Bill shall have an effective date of April 7, 2026.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2026 by a _____ vote.

_____

ATTEST: Keenan T. Cortez, Mayor

_____

Holly Nagy, City Clerk

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 through this on-call engineering selection.

_____

Leslie Haase, Director of Finance

CITY		ENGINEER	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Allgeier, Martin and Associates, Inc Address: 7231 East 24th Street P.O. BOX 2627 JOPLIN, MO 64804	
Attention: Mr. John Cruz Sanitary Sewer Engineer		Attention: Mr. Jared Nichols, P.E. Vice President	
Department: Public Works		Phone: 417-680-7380	Fax: 417-680-7300
Phone: 417.624.0820 x 1584	Fax: 417.624.4620	Project: Lime Silo and Digester Roof Rehabilitation	

WORK AUTHORIZATION NUMBER AMA-OC26-004

TO MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES Dated 02/09/2026

City of Joplin and Engineer enter into this Work Authorization only for the work described below. This Work Order is issued pursuant to that Master Services Agreement for Professional Engineering Consulting Services ("MSA") previously executed by City and Engineer, and upon acceptance by hereof by both parties, shall form a part of the MSA. The terms of the MSA are incorporated herein by reference. The parties agree that the Engineer will perform the Services upon the terms and conditions set forth herein and in the MSA. Engineer's acceptance of the terms of this Work Authorization shall be evidenced by Engineer's execution and return of one copy of this Work Authorization to City. Unless sooner terminated as permitted in the MSA, this Work Authorization shall terminate upon completion of the Services for this Work Authorization, except to the extent of surviving obligations set forth herein and in the MSA.

1. Services. 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. 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 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. 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. 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 compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number AMA-OC26-004 exceed the sum of Eighty-Eight Thousand and 00/100 Dollars ($88,000.00).

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 always maintain adequate insurance coverage 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, Sovereign Immunity Limits | Missouri Department of Insurance).

As of January 1, 2026, 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) 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 Five Hundred Forty-Seven Thousand Six Hundred Fifty Eight and no/100 Dollars ($3,547,658.00) for all claims arising out of a single accident or occurrence and at least Five Hundred Thirty Two Thousand One Hundred Forty Eight and no/100 Dollars ($532,148.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. 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 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 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. 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

_____
John Cruz, Sanitary Sewer Engineer

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: Allgeier, Martin and Associates, Inc.

By: _____

Printed Name: Jared Nichols, PE

Title: : Vice President

Date: February 11, 2026

By: _____
Daniel Johnson, P.E., Public Works Director

Date: _____

EXHIBIT A TO WORK AUTHORIZATION NUMBER AMA-OC26-004 TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (Between the City of Joplin, Missouri and Allgeier, Martin and Associates, Inc. for Engineering Services Associated with Lime Silo and Digester Roof Rehabilitation)

1. SERVICES

Engineer shall provide the City of Joplin, hereinafter referred to as OWNER, with the following services:

1.1 General

1.1.1 ENGINEER shall perform professional design, bidding, and construction phase services as hereinafter stated which include customary civil engineering services.

1.1.2 Coordinate the design and easement acquisition services for the improvements project with the OWNER.

1.1.3 In general, the Project consists of the following:

1.1.3.1 Replacing lime silo level control and sensor equipment, painting lime silos, and painting digester roofs at Turkey Creek WWTP and Shoal Creek WWTP.

1.1.3.2 Bidding and Construction Phase Engineering services.

1.2 Design Phase.

ENGINEER shall provide the following planning and design services for the project, as follows:

1.2.1 Meet with OWNER and OWNER's representatives to discuss recommendations, project expectations, alternates, and costs.

1.2.2 Conduct topographic surveys to the extent necessary for design of the project facilities.

1.2.3 Conduct research and investigation into existing utilities and facilities located within project boundary.

1.2.4 Prepare preliminary design documents consisting of final design criteria and preliminary drawings, and review same with OWNER.

1.2.5 Based on the information contained in the preliminary design documents, submit to the OWNER an opinion of probable project costs.

1.2.6 On the basis of the accepted preliminary design documents and the opinion of probable project cost, prepare for incorporation in the contract documents final drawings and specifications to show the character and extent of the Project.

1.2.7 Advise OWNER of any adjustments to the latest opinion of probable Project cost caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project cost based on the drawings and specifications.

1.2.8 Compile for review and approval by OWNER, his legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.2.9 Furnish three copies of the above documents and present and review them in person with OWNER.

1.3 Bidding and Construction Phase

Following approval of the design documents by the OWNER, ENGINEER shall assist in the bidding phase for this project described, as follows:

1.3.1 Assist OWNER in advertising and obtaining bids for construction of the Project. Develop and distribute invitations to bid to contractors, plan houses, etc. Provide interested contractors and suppliers with copies of the plans and specifications as requests are made.

1.3.2 Consult with and advise OWNER as to the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.

1.3.3 Respond to pre-bid questions, provide clarifications, review pre-bid submittal, prepare any necessary addenda, and oversee the opening of bids.

1.3.4 Assist OWNER in opening and evaluating bids or proposals and in assembling and awarding contract.

1.3.5 Schedule and assist with a project pre-construction conference.

1.3.6 Review and approve (or take other appropriate action in respect of) shop drawings (as that term is defined in the standard general conditions) and samples, the results of tests and inspections and other data which the contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by contractor in accordance with the contract documents.

1.3.7 Issue all instructions of OWNER to contractor(s); issue necessary interpretations and clarifications of the contract documents and in connection therewith; prepare change orders as required; have authority, as OWNER's representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.

1.3.8 Conduct site visits as necessary to answer questions which may arise as to design concepts.

1.3.9 Based on ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to contractor and recommend in writing payments to contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated: that, to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning Project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation); and that payment of the amount recommended is due contractor(s). But by recommending any payment, ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incidental thereto; or that ENGINEER has made an examination to ascertain how or for what purposes any contractor has used the moneys paid on account of the contract price; or that title to any of the work, materials, or equipment has passed to OWNER

free and clear of any lien, claims, security interests or encumbrances; or that contractor(s) have completed their work exactly in accordance with the contract documents.

1.3.10 Conduct site observation periodically to determine if the Project is substantially complete and conduct a final site review to determine if the work has been completed substantially in accordance with the contract documents and if each contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each contractor and may give written notice to OWNER and the contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.3.9.

1.3.11 Provide the OWNER with one set of record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the contractor to ENGINEER and which ENGINEER considers significant.

1.3.12 ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractors' agents or employees, or any other persons (except ENGINEER's own employees and agents) at the site, or otherwise performing any of the contractor(s)' work; however, nothing contained in paragraph 1.3.1 through 1.3.11, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties set forth in this contract.

2. TERMS

2.1 The services of the Engineer shall begin as soon as a written Notice to Proceed is provided by the OWNER and Design shall be completed within 120 consecutive calendar days from that date.

2.2 Distribution of compensation between individual tasks indicated in Section 3 may be altered as necessary to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the OWNER.

3. PAYMENT

3.1 Payment to Engineer shall be at the hourly labor Rates and Non-Labor Rates set forth in the attachment Number One to Exhibit A: “RATE SCHEDULE 2026-2028”; with a total compensation ceiling of $88,000 as set forth in Work Authorization Number AMA–OC-26-004 to the Agreement for Professional Engineering Consulting Services, Section 5.b. with the estimated maximum fees broken down for respective services in more detail as follows:

Task	Estimated Fee
Standard Project Engineering Services	
Planning and Design Phase Engineering Services	$50,000
Bidding and Construction Phase Engineering Services	$38,000
Total Estimated Maximum Fee – All Services	$88,000

4. SUMMARY OF ATTACHMENTS

Attachment Number 1 Rate Schedule

ALLGEIER, MARTIN and ASSOCIATES, INC.

Consulting Engineers and Surveyors

RATE SCHEDULE
2026, 2027 and 2028

LABOR RATES

Classification	Hourly Billing Rate 01/01/2026 thru 12/31/2026	01/01/2027 thru 12/31/2027	01/01/2028 thru 12/31/2028
Principal/Engineer VI	$316	$330	$342
Principal/Engineer V	$281	$293	$304
Principal/Engineer IV	$254	$266	$275
Principal/Engineer III	$234	$245	$253
Project Manager/Engineer II	$208	$217	$225
Project Manager/Engineer I	$189	$198	$205
Technician IV	$172	$180	$186
Technician III/GIS Specialist	$172	$180	$186
Technician III	$145	$152	$157
Technician II	$130	$136	$141
Technician I	$123	$128	$133
Two-Man GPS Survey Crew	$241	$251	$260
One-Man GPS Survey Crew	$189	$198	$205
Three-Man Survey Crew	$262	$274	$283
Two-Man Survey Crew	$208	$217	$225
Registered Land Surveyor II	$222	$232	$240
Registered Land Surveyor I	$195	$204	$211
Survey Crew Member	$99	$103	$107
Right of Way Specialist	$152	$158	$164
Project Representative III	$145	$152	$157
Project Representative II	$130	$136	$141
Project Representative I	$120	$126	$130
Secretary/Assistant	$99	$103	$107
Print Specialist	$99	$103	$107

Note: All pre-approved overtime hours shall be invoiced at 1 ½ times the hourly billing rates shown above

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NON-LABOR RATES

Item	Rate
Travel	$0.72 per mile (or current IRS rate)
Subsistence	Actual Cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%
Deposition & Court Testimony	Standard Hourly Billing Rate x 2
Drone Topographic Processing	$100 per acre



Lime Silo

CB2026-117







Digester Roof

CB2026-117

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-508 – Approving an Agreement with Commerce Bank to provide banking and depository services for the City of Joplin

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Finance

ATTACHMENTS
CB 2026-508 Ordinance; Exhibit "A" Agreement for Depository Services; Attachment "B" Commerce Bank Bid Response and Additional Response; Attachment "D" Depository Security Agreement; City of Joplin Original RFP

REVIEWED BY
Department Head: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves an agreement with Commerce Bank to provide banking and depository services for the City of Joplin commencing July 1, 2026 for a period of four years, with the option of an additional year upon mutual agreement of both parties.

BACKGROUND
The Home Rule Charter appoints the Director of Finance to serve as city treasurer. As treasurer, the Finance Director is directed to deposit the City's funds in depositories as established by resolution of the City Council. The City Code sets forth certain requirements for banking institutions to be considered for the selection of the City's banking and depository services including 1) the creditworthiness of the institution, and 2) the ability to provide pledged collateral at the rate of 106% of the market value of principal and accrued interest of all City funds deposited in excess of applicable FDIC insurance. The pledged collateral is required to be in compliance with the City's investment policy as approved by the City Council.

The City's current banking and depository services are with Commerce Bank. This contract expires on June 30, 2026. Request for Proposals were mailed to all financial institutions located within the city limits of Joplin on January 8, 2026. On February 12, 2026, the City received written proposals in response to this request from Commerce Bank, Arvest Bank, Guaranty Bank, and Oak Star Bank.

After reviewing the responses, two bidders are unable to comply with the City of Joplin's collateralization policy. Two bids, Commerce Bank and Arvest Bank, were evaluated. The evaluation included a review of the Fed Fund Rate as well as the US Federal Reserve Bank's Interest on Reserve Balances (IORB) from a historical perspective and future outlook. Additionally, the bids were evaluated based on the current average daily balance of the general account, as well as on a lower balance as the City will likely invest idle funds over the coming years.

As a part of the RFP, the City requested a bid for interest to be paid on the City's temporary idle funds. Commerce Bank bid an Earnings Credit of .40% that can be used to offset an amount equal to the monthly service charge assessed, but doesn't pay any funds above that. Additionally, interest will be paid on any balances above the amount required to offset the monthly service charge. The interest rate quoted on these balances by Commerce Bank is a variable rate based on the IORB minus 1.45%, which is currently 2.20%. This is a higher rate than what is currently earned on the City's idle funds.

Arvest Bank also bid an Earnings Credit of .50% that can be used to offset an amount equal to the monthly service charge assessed, but doesn't pay any funds above that. Additionally, interest will be paid on any balances of up to $50,000,000.00, above the amount required to offset the monthly service charge. The interest rate quoted on these balances by Arvest Bank is a variable rate based on the Fed Funds rate minus 100 basis points, which is currently 2.50%. This bid offered to invest any funds above $50,000,000.00 in a bond ladder with unknown interest rates.

Each bid response was evaluated based on the best overall net benefit for the City utilizing the proposed service charges and interest earned. While the Arvest Bid offers a slightly higher rate on idle funds, there is a cap on the balance of the idle funds. As a result, the Commerce Bank will result in higher interest earnings overall for the City. Furthermore, when the City invests idle funds as set forth in the investment policy, such as in a bond ladder, the City is required to issue a competitive bid for those funds.

Based on the detailed analysis, it is recommended that Commerce Bank be awarded the bid for banking and depository services for a four-year period commencing July 1, 2026 with the option to extend the agreement for an additional year upon the mutual consent of both parties. Commerce Bank provided the best overall net benefit for these services.

FUNDING SOURCE
Not applicable for this item.

RECOMMENDATION
Staff recommends approval of this council bill on first reading.

COUNCIL BILL NO. 2026-508 ORDINANCE NO.

AN ORDINANCE approving an agreement for banking and depository services by and between Commerce Bank and the City of Joplin, Missouri, for Commerce Bank to provide banking and depository services to the City of Joplin; authorizing the City Manager to execute said agreements; and setting a date when this Ordinance shall become effective.

WHEREAS, the City of Joplin, Missouri has advertised and received written proposals to provide banking and depository services; and,

WHEREAS, Commerce Bank has submitted the best proposal for banking and depository services.

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

Section 1. That the City enter into an agreement with Commerce Bank to provide banking and depository services in accordance with the proposal received February 12, 2026, for a period of four (4) years from July 1, 2026, with a fifth year upon mutual agreement of both parties, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "A" be and the same is hereby approved.

Section 2. That the City enter into a treasury management agreement with Commerce Bank wherein Commerce Bank pledges suitable collateral in an amount exceeding applicable insurance provided by the FDIC, to ensure safekeeping of City funds in accordance with the proposal received February 12, 2026, a true and accurate copy of the same being attached hereto and incorporated herein as "Attachment D" be and the same is hereby approved.

Section 3. That the City Manager of the City of Joplin, Missouri is authorized and directed to execute said agreements, in substantially similar form, for and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on April 7, 2026.

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

of _____, 2026.

_____

Keenan T. Cortez, Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EXHIBIT "A"

AGREEMENT
FOR DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and Commerce Bank, whose address is 1820 East 20th Street, Joplin, MO, 64804, hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a Federally Insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated February 12, 2026, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will grant an Earnings Credit of .40% to offset monthly fees and a variable rate on idle funds based on the US Federal Reserve Bank's Interest on Reserve Balances (IORB) minus 1.45%, which is currently 2.20%. Such rates shall be in accordance with Bank's Response (Attachment "B").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Health Insurance Account
City of Joplin Flexible Spending Account
Joplin Municipal Division Account
City of Joplin Drug Forfeiture Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional interest-bearing demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. Such accounts will be provided with deposit slips and will be included in the total account analysis. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers,

provided these transactions are completed prior to 2:00 p.m. on any given regular business day.

Deposits of all cash equivalent items (U.S. Treasury checks, state warrants and money orders) as well as check drafts will be available for use by the City according to the Schedule of Availability submitted by the Depository with its proposal.

G). BANK STATEMENTS AND ACCOUNT RECONCILIATION - The Bank Depository will provide monthly bank statements as well as full and complete account reconciliation services for all accounts under the City's control according to the minimum standards set forth as follows:

* Bank statements on all accounts will be furnished to the City within ten (10) business days after the last working day of the calendar month.

* Bank statements will be issued on a calendar month basis covering a period from the first day of the month through the last day of the month.

* Supporting documentation such as deposit tickets; debit memos; and credit memos will be returned along with the respective bank statement. Cancelled checks will be available electronically.

* All bank statements and other correspondence relating to depository transactions or other banking services should be delivered to the Director of Finance or his designee.

H). COLLATERAL SECURITY - The Bank Depository will provide, at all times, pledged collateral in the amount of at least 106% for all City funds on deposit in excess of applicable FDIC insurance. All pledged collateral must be held in a third-party joint custody account in the name of the City and the Depository and must be held in instruments that are in strict compliance with Section 2-228, Authorized and Suitable Investments of the Joplin City Code. Collateral shall be released and/or substituted only upon the joint written authorization of the City and the Depository. The Depository agrees to provide the City with monthly statements of pledged collateral held in safekeeping that will include par value, coupon interest rate, current market value, maturity date, Cusip number and a description of the collateral. The Depository will be required to sign and abide by the terms of a separate Depository Security Agreement, being Attachment "D" attached hereto.

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-

printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate direct wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "B".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City with a safety deposit box at a Joplin branch location (minimum dimensions 8 1/2" X 11").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided through online banking services. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which notification is not required. Items returned a second time as insufficient drafts will be debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository

will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2026, and continue to and until 12:00 P.M., on June 30, 2030.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least sixty (60) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank’s Proposal and Addendum prepared in response to City’s Request for Proposal. All services performed shall be in accordance with the

Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's negligence in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2026.

FOR THE BANK

BY: _____
TITLE: _____

ATTEST:

BY: _____
Secretary

FOR THE CITY

BY: _____
Nicholas Edwards, City Manager

ATTEST:

BY: _____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

BY: _____
Peter C. Edwards, City Attorney

ATTACHMENT D
DEPOSITORY SECURITY AGREEMENT

This Depository Security Agreement is made and entered into this _____day of _____ 2026, by and between the City of Joplin (J4EX), a Municipal Corporation, hereinafter referred to as "Depositor" and Commerce Bank, hereinafter referred to as "Bank" and the Bank, hereinafter referred to as "Custodian".

WHEREAS, Depositor has deposited, and will in the future deposit, public funds with the Bank, in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, Bank has been selected by depositor as an appropriate banking institution to act as a legal depository of public funds; and

WHEREAS, such public funds are required by law to be continuously secured by the deposit of securities of the kind and character prescribed by law to be suitable collateral for public deposits; and

WHEREAS, Bank, in order to secure the public funds deposited with it by Depositor, has selected Custodian as a banking institution to safe keep and hold the pledged securities under the conditions set forth in this Agreement; and

WHEREAS, Custodian has opened, at Bank's request, a safekeeping account under the above account number in the name of Bank, hereinafter referred to as "collateral Account" to hold all securities from time to time deposited with or collected by Custodian for the Collateral Account, subject to the terms of this Agreement and any instructions furnished to, and accepted by, Custodian in accordance herewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security. All funds standing in the name of the depositor or hereafter on deposit with the Bank in excess of applicable FDIC insurance shall be secured by the Bank's pledge of Collateral. Bank hereby pledges to Depositor all Collateral now or hereafter deposited in Bank's Collateral Account and held under joint custody receipt in the name of Depositor and Bank, and agrees that such Collateral shall at all times be maintained in a market value amount equal to at least One Hundred Six Percent (106%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance. All such collateral shall be approved by Depositor's Director of Finance and shall comply with Section 2-228, Authorized and Suitable Investments, of the Joplin City Code.

2. Safekeeping Provision. The Bank will maintain the Collateral in a collateral Account. The Collateral shall be released only upon the joint written authorization of the Depositor and the Bank. The Bank may substitute or exchange Collateral held in the Collateral Account as hereinafter provided.

3. Representations. The Bank represents to the Depositor; (a) that the Bank is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral: and (c) that the deposits of Depositor up to One Hundred Thousand and No/00 Dollars ($100,000) are insured by the FDIC.

4. Default. The Bank shall be in default if it fails to pay, on demand, all or any part of a Certificate of Deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Bank's assets pursuant to applicable banking law or regulation. The Custodian must receive notice that a default has occurred.

   Until Custodian has been notified in writing that a default has occurred, Bank shall be entitled to collect all interest and other payments, which may become due on or from the securities in the hands of Custodian. Custodian is hereby authorized, empowered and directed to pay and deliver over to Bank, in accordance with the terms of this Agreement and instructions issued in connection with the Agreement, all such interest and other payments, as same mature.

5. Proceeds. In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits. Upon receipt of written notice from Depositor that there has been a default by Bank, Custodian is authorized and directed to deliver to Depositor any and all pledged securities or proceeds therefrom which are demanded by Depositor and to give notice of such delivery to Bank. Custodian shall be discharged of all further responsibilities with respect to the surrendered pledged securities or proceeds.

6. Statements. The Bank agrees to furnish monthly to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping by Custodian. The statement will include CUSIP number, collateral description, par value, interest rate, market value and maturity date of the Collateral.

7. Substitution. The substitution or exchange of similar securities comprising the Collateral may be made by the Bank only with the prior written consent of Depositor. Such consent shall not unreasonably be withheld. Depositor must provide written authorization of maturing collateral to the Custodian within three (3) banking days of a request for such authorization. Depositor will pay a fee equal to federal funds rate at that time if the authorization is not provided within that time period.

8. Safekeeping Receipt. Upon receipt of the pledged securities, Custodian shall prepare its safekeeping receipt, in duplicate, describing in sufficient detail and identifying the pledged securities. Such receipts, which are neither transferable nor assignable, shall be mailed to Depositor and to Bank.

9. Financial Condition. The Bank agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Bank's parent bank holding company upon written request.

10. Authorization. Depositor and Bank each represents and warrants to the other that this Agreement is made pursuant to, and is duly authorized by, resolution of its respective Board of Directors or other governing body.

11. Depositories for Public Funds. This Agreement is subject to the provisions of Chapter 110, Depositories for Public Funds, RSMO. (1994).

12. Non-assignability. This Agreement is not assignable in whole or in part, but is binding on the parties hereto and their successors and permitted assigns.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri except to the extent Federal law preempts State law.

14. Termination. Bank may terminate this Agreement at any time by paying over all deposits plus interest which would be earned for the remainder of the term to Depositor and, in the event of such payment and the submission to custodian of the written statement of Depositor to the effect, all securities then held by Custodian under this Agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this Agreement at any time by giving notice to Bank and Custodian.

15. Fees. All fees and charges of Custodian for services under this agreement shall be paid by Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"Depositor": City of Joplin

By: _____

Title: Nicholas Edwards, City Manager

Address: 602 South Main Street
Joplin, MO 64801

"Bank": _____ Bank, N.A.

By: _____

Title: Vice President

Address:

CERTIFICATE OF SECRETARY OF DEPOSITOR INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Ordinance No. passed by the Council of the City of Joplin, Missouri the day of April 2026 and Ordinance No. 2026-XXX passed by the Council of the City of Joplin, Missouri, the XX day of April, 2026.

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this day of April 2026.

(SEAL)

_____
Secretary of Depository Institution

ATTACHMENT "B"

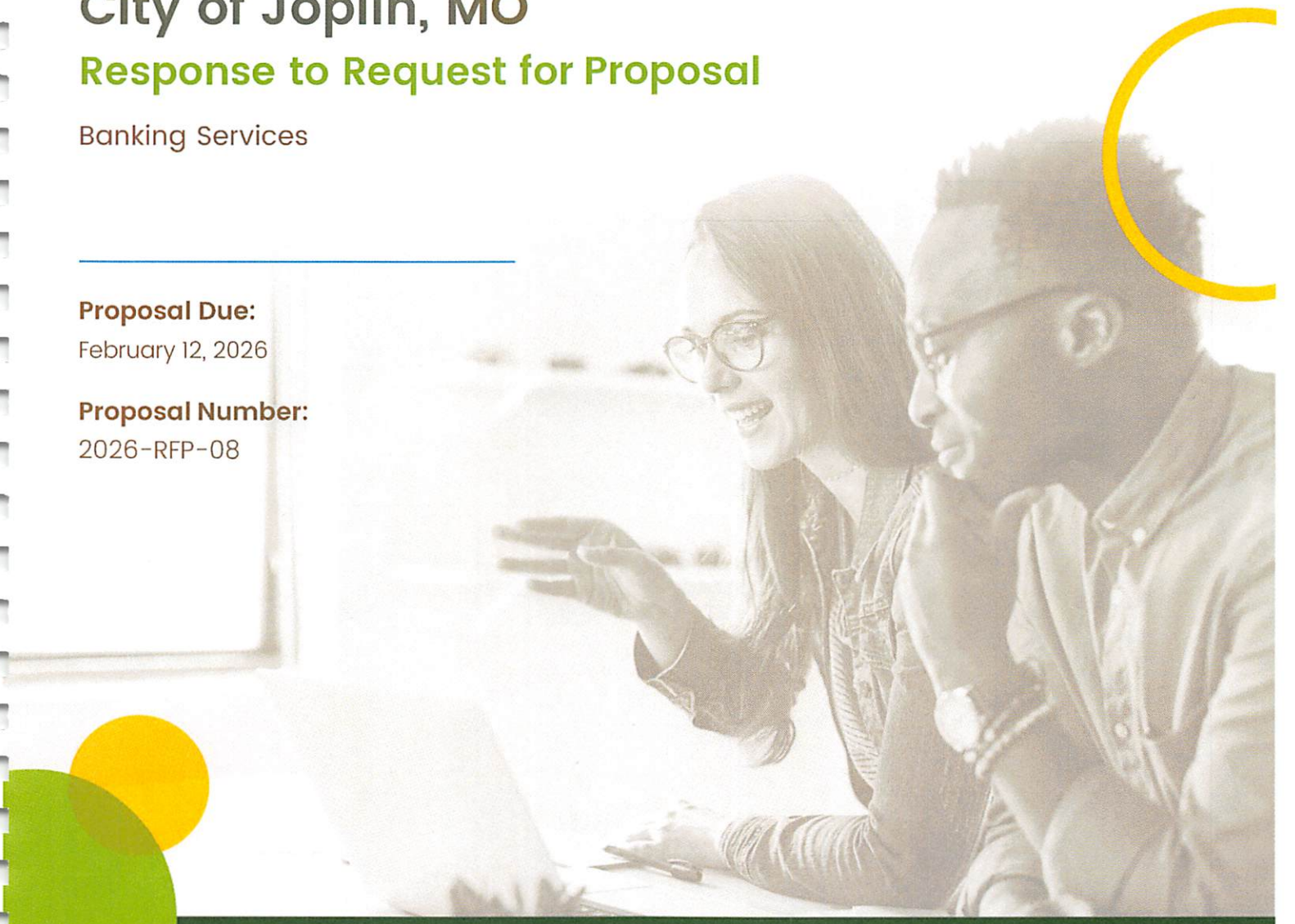
Matthew Cox
VP, Relationship Manager
(417) 626-4035
Matthew.Cox@CommerceBank.com

Minda Lewis
AVP, Treasury Management Officer
(417) 837-5271
Minda.Lewis@CommerceBank.com

City of Joplin, MO

Response to Request for Proposal

Banking Services



Proposal Due:
February 12, 2026

Proposal Number:
2026-RFP-08

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Member FDIC

1820 E. 20th Street | Joplin, MO 64804
CommerceBank.com

DISCLAIMER

THE RESPONSES CONTAINED HEREIN ARE INTENDED FOR DISCUSSION PURPOSES ONLY AND SHALL NOT BE CONSTRUED AS A CONTRACTUAL UNDERTAKING OR COMMITMENT ON THE PART OF EITHER PARTY. SUCH CONTRACTUAL UNDERTAKINGS AND COMMITMENTS, IF ANY, SHALL BE CONTAINED EXCLUSIVELY IN THE DEFINITIVE AGREEMENTS BETWEEN THE PARTIES. IN ADDITION, NOTHING CONTAINED HEREIN SHALL OBLIGATE EITHER PARTY TO ENTER INTO A DEFINITIVE AGREEMENT FOR THE PROVISION OF ANY SERVICES. ANY SUCH DEFINITIVE AGREEMENT SHALL BE DESIGNATED AS SUCH BASED UPON THE WRITTEN MUTUAL AGREEMENT OF THE PARTIES.

AS A CONDITION TO EFFECTUATING ANY PROGRAM FOR A CUSTOMER, COMMERCE BANK REQUIRES THE CUSTOMER TO EXECUTE THE COMMERCE BANK AGREEMENT APPLICABLE TO THE PROGRAM(S) CONTEMPLATED BY THE REQUEST ("PROGRAM AGREEMENT(S)"). SUCH EXECUTED AGREEMENT(S) WILL BE IN SUBSTANTIALLY THE FORM(S) TO BE PRESENTED TO YOU BY COMMERCE BANK. UPON AWARD AND EXECUTION OF THE PROGRAM AGREEMENT BY THE PARTIES, COMMERCE BANK'S AGREEMENT WILL BE THE COMPLETE AGREEMENT BETWEEN COMMERCE BANK AND THE CUSTOMER.

NOTE: COMMERCE BANK WILL, TO THE EXTENT REQUESTED AND MUTUALLY AGREED UPON, INCLUDE IN THE PROGRAM AGREEMENTS THOSE TERMS THAT ARE IN ADDITION TO THE TERMS CONTAINED IN COMMERCE BANK'S PROGRAM AGREEMENTS, AS WELL AS ANY OTHER TERMS MUTUALLY AGREED UPON. COMMERCE BANK AGREES TO NEGOTIATE ITS PROGRAM AGREEMENTS IN GOOD FAITH.

Commerce Bank
Member FDIC

February 12, 2026

Leslie Haase, CPA, CMA
Director of Finance
City of Joplin, MO
City Hall
602 S. Main
Joplin, MO 64801

Dear Leslie,

Thank you for giving Commerce Bank the opportunity to provide a proposal to City of Joplin, MO ("Joplin") for Banking Services.

Based on the detailed information in your Request for Proposal, we firmly believe that Commerce Bank is uniquely positioned not only to offer Joplin innovative solutions, but also to service your account in a way that exceeds your expectations.

The following proposal has been thoughtfully assembled, taking into consideration the specific needs of Joplin, as well as the unique ways that Commerce Bank is able to provide value-added solutions.

On the following pages, we have provided an Executive Summary of our recommended solutions as well as biographies of the key team members supporting your relationship with Commerce.

To illustrate distinctive examples of how we differentiate ourselves within the banking industry, we have also provided details outlining Commerce Bank at a glance and our 160 years of financial strength and stability.

We look forward to continuing our relationship with Joplin and welcome any feedback on how our recommendations can be modified to best meet your needs. Please feel free to contact us with any questions or comments relating to this proposal. Thank you for your consideration of our services.

Best regards,

Matthew Cox
VP, Relationship Manager
(417) 626-4035 | Matthew.Cox@CommerceBank.com

Minda Lewis
AVP, Treasury Management Officer
(417) 837-5271 | Minda.Lewis@CommerceBank.com

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Contents

Executive Summary	5
Relationship Team	6
Commerce Bank At A Glance	8
160 Years of Strength & Stability	9
Response	10
2. Qualifications	11
7. Required Banking Services	13
Exhibit A: Proposal – Banking Services	23
Exhibit A-1: 2026 Bank Bid Fee Response Form	27
Exhibit A-2: Proposal Optional Banking Services Fee	30

Pricing

Treasury Pro Forma	P-1

Appendix

Treasury Services Cutoff Times	A-1
Sample Reports	A-2

Executive Summary

As your primary banking provider, Commerce Bank will continue to serve as a valuable partner to Joplin as you make process enhancements, create efficiencies, and manage the change that comes alongside these improvements. We value the continuity of your relationship with us, and we're committed to ensuring that remains unchanged. Our goal is to provide Joplin with the solutions and support necessary to help you meet your financial and banking needs so you can utilize focus on creating "a thriving community of great neighbors."

As an experienced banking provider for municipal and government organizations nationwide, we recognize that managing impactful change can be challenging. Fortunately, Joplin is already well-positioned to continue benefiting from the systems, relationships, and service structure already in place with Commerce Bank. Remaining with Commerce ensures uninterrupted access to the tools and expertise you rely on, saving time, preserving institutional knowledge, and maintaining the momentum of your financial operations.

Your dedicated Relationship Manager, Matthew Cox, and your Treasury Management Officer, Minda Lewis, will continue to be actively involved, supporting your organization as your primary bank contacts. They will remain your first point of support as your needs evolve, providing consistency and personalized service every step of the way.

Joplin will continue to receive the high-touch, relational level of service Commerce is known for, and we are confident that our full suite of banking and financial solutions will continue to help you solve challenges and elevate your processes into the future. We have detailed a few solutions you might be interested in below.

- Our full suite of Treasury Management Services will facilitate the daily financial activity required by Joplin and delivered with high-touch service and attention.
- Our Capital Markets Group can help you invest excess days cash on hand to enhance your returns while maintaining the required liquidity needed for operational activities, allowing your money to go farther and benefit your organization.
- Our Merchant Services group can assist Joplin in meeting the expectations of your merchants by providing tailored solutions to fit your customers' payment demands. Choosing Commerce Bank as your sole merchant services provider would create reporting and reconciliation efficiencies and reduce costs on monthly and transaction fees.

The following proposal provides further details about our institution; your dedicated Relationship Team; and our comprehensive suite of treasury, payments, and investment services that we are confident can meet your needs now and into the future.

We look forward to continuing our relationship with Joplin as well as the opportunity to present our recommendations to your team as you continue through the RFP process.

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Relationship Team



Matthew Cox

VP, Relationship Manager

(417) 626-4035 | Matthew.Cox@CommerceBank.com

Matt joined the Commerce Bank team as a Vice President and Relationship Manager for the Southwest Missouri Region in April 2021. Matt has held many leadership positions in the banking industry over his 20+ year career, including roles in retail, administrative processing, consumer lending, and commercial. In his current role, Matt is responsible for managing large middle market relationships, which includes companies with sales ranging from $50-$500 million. Management of this portfolio requires Matt to work closely with both the client and internal partners to ensure credit facilities are structured appropriately, cash flow is maximized, and processes are streamlined.

Prior to joining the Commerce team, Matt served as the Market President for U.S. Bank where he was responsible for managing middle market relationships and leading the region. Cox is a graduate of University of Central Missouri, where he earned a Bachelor of Science degree in public relations and business communications. In his free time, Cox enjoys spending time camping with his wife and five-year-old son, BBQing, and duck hunting.



Minda Lewis

AVP, Treasury Management Officer

(417) 837-5271 | Minda.Lewis@CommerceBank.com

Minda began her career at Commerce in 2011 on our retail team before joining Treasury Management and commercial banking. She works closely with clients to streamline accounts payable and receivable systems and processes, managing excess cash, and mitigating internal and external fraud since 2012. She has earned a bachelor's degree in business administration from Drury University. Since late 2019, Minda has also served as the Southwest Region Co-Chair for our women's employee resource group, RISE.

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Relationship Team



Taylor Young

Treasury Account Manager

(417) 837-5362 | Taylor.Young@CommerceBank.com

Taylor Young joined Commerce Bank in 2018 as a Personal Banker for the Southwest Market. As her career progressed, she took a position in the Commerce Trust Department where she was a Portfolio Manager Associate. In 2023, she joined the Treasury Department working closely with Commerce Payments. Her focus is to help clients automate their accounts payables and receivables processes to be more efficient. Taylor graduated from Western Governors University with a bachelor's degree in business administration/management.



Todd Finke

Account Executive – Merchant Services

(417) 837-5273 | Todd.Finke@CommerceBank.com

Todd has been a Merchant Services Account Executive with Commerce Bank since 2012. His responsibilities include consulting with businesses and assisting them with processing payments more efficiently.

Based in Springfield Missouri, he manages a portfolio of clients and works closely with internal bank partners to create more merchant opportunities. Todd has been in the financial industry since 2006 and outside sales since 1986. He attended school at Southern Illinois University, Eastern Illinois University, and Kennesaw State University. He has been active with the Boys and Girls Club and Paralyzed Veterans of America.



Jason Snow

SVP, Capital Markets Group

(800) 442-1083 | Jason.Snow@CommerceBank.com

Jason helps institutional clients invest well over $1 billion in fixed income assets. He helps corporations, public entities, nonprofits, and banks to optimize the risk-reward profile of their investment portfolios. Jason has provided clients with comprehensive knowledge and experience by developing and implementing strategic investment plans to meet their unique needs and investing goals since 1993. Jason is registered as a Municipal Securities Representative and Government Securities Representative with the Board of Governors of the Federal Reserve System. Jason received his Bachelor of Business Administration in Finance from the University of Central Oklahoma and graduated with honors with an Executive MBA from the Washington University in St. Louis, Olin Business School

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AT A GLANCE

SUPER-COMMUNITY BANKING

In the industry for 160 years, Commerce offers a super-community banking experience that pairs large bank products and services with deep local market knowledge.

The company's focus on local markets is supported by regional advisory boards comprised of local business professionals and community representatives who assist Commerce in responding to local banking needs. We are dedicated to helping our customers meet their challenges with solutions, including:

- **A broad array of consumer products and services**
- **Sophisticated commercial lending, equipment financing and international banking services**
- **A national presence in commercial payment and merchant solutions**
- **Innovative payment products including claims processing, supply chain finance and accounts payable processing**
- **Wealth and asset management for individuals, businesses and institutions**

CORE BANKING FOOTPRINT

St. Louis	Wichita
Kansas City	Tulsa
Springfield	Oklahoma City
Central Missouri	Denver
Central Illinois	

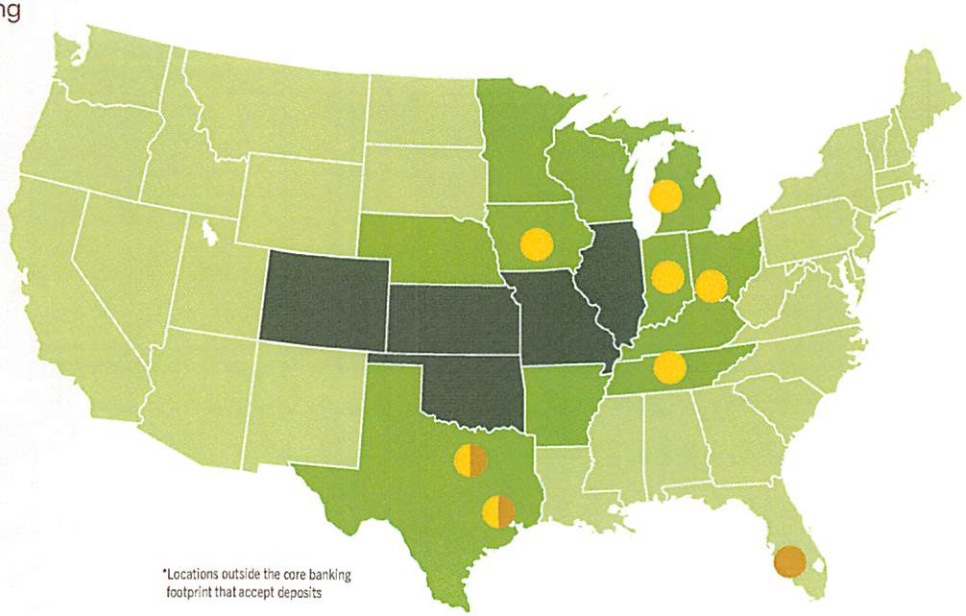
EXTENDED MARKET AREA

COMMERCIAL & WEALTH OFFICES

Cincinnati	Indianapolis
Nashville	Grand Rapids
Dallas	Houston*
Des Moines	Naples*

COMMERCIAL PAYMENTS SERVICES

Offered in 48 states across the U.S.



*Locations outside the core banking footprint that accept deposits

COMPANY VALUES

Commerce Bank is focused on enhancing our services, being responsive to customer needs and adopting new technologies to address these needs. We continue to put great emphasis on culture — working as a team to deliver the right solutions for our customers. Our core values shape our culture and guide how we do business. In this way, we give VOICE to our values:

- **We have a long-term View**
- **We collaborate as One team**
- **We act with Integrity**
- **We are Customer-focused**
- **We strive for Excellence**

HIGHLY REGARDED; LONG-TERM HISTORY

Since 1865, Commerce Bank has grown to be an industry leader in the financial services industry, known for delivering innovative services, consistently high customer satisfaction, and for our excellent money management services.

INDUSTRY RANKING AND RECOGNITION

- **$32.3 billion in Assets; ranked #43 among U.S. banks[1]**
- **$7.9 billion Market Cap; ranked #22 among U.S. banks[1]**
- **Forbes America's Best Banks 2025[2]**
- **Moody's ranks Commerce among the 12 top-rated banks in the country with a baseline credit assessment (BCA) of a2. BCA reflects a bank's standalone credit strength.[3]**

Company reports and filing information as of September 30, 2025, unless otherwise noted

1. S&P Global Market Intelligence; rankings as of June 30, 2025
2. As of February 2025
3. Moody's U.S. Bank Ratings, August 14, 2025

Commerce Bank®

160 YEARS OF **STRENGTH & STABILITY**

One of the Strongest Financial Institutions in the U.S.

#1

With a **Tier 1 risk-based capital ratio of 17.17%,** Commerce ranks **No. 1 among the top 50 U.S. banks based on asset size.**[1]

a2

Moody's ranks Commerce **among the 12 top-rated banks in the country** with a baseline credit assessment of a2.[2]

$25.5
Billion in Total Deposits

$17.8
Billion in Total Loans[3]

$32.3
Billion in Assets

#43
Largest U.S. Bank Based on Assets[1]

$7.9
Billion Market Cap

#22
Among U.S. Banks Based on Market Cap[1]

16.15%
Return on Average Common Equity YTD

#2
YTD ROACE for the Top 50 U.S. Banks per Asset Size[1]

8.1%
20-Year Annualized Shareholder Return

Outperforming the annualized KBW Regional Bank Index return of 4.1%[4]

$82.2
Billion in Total Trust Assets Under Admin

#16
Among Bank-Managed Trust Cos based on AUM[1]

Company reports and filing information as of September 30, 2025, unless otherwise noted
[1] S&P Global Market Intelligence; June 30, 2025
[2] Moody's U.S. Bank Ratings, August 14, 2025
[3] Includes loans held for sale
[4] Bloomberg, June 30, 2025

RESPONSE



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2. Qualifications

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

Commerce Bank is a State of Missouri chartered banking institution with branch offices located throughout Missouri, including in Joplin, Missouri. Commerce Bank offers a full range of banking services required by this Request for Proposal (RFP).

2.1.2 All banks submitted proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

Commerce Bank is capable of providing all services identified within the RFP.

2.1.3 All banks submitting proposals must collateralize 105% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investments Policy (Exhibit C). The acceptable collateral include United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the of the City's Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

We will comply.

2.1.4 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

Commerce Bank acknowledges and can comply with the above requirement.

As a condition to effectuating any program for a customer, Commerce Bank requires the customer to execute the Commerce Bank agreement applicable to the program(s) contemplated by the RFP ("Program Agreement(s)"). Such executed agreement(s) will be in substantially the form(s) presented to you by Commerce Bank. Upon award of RFP and execution of the Program Agreement by the parties, Commerce Bank's agreement will be the complete agreement between Commerce Bank and the customer.

Note: Commerce Bank will, to the extent requested and mutually agreed upon, include in the Program Agreements those RFP terms that are in addition to the terms contained in Commerce

Bank's Program Agreements, as well as any other terms mutually agreed upon. Commerce Bank agrees to negotiate its Program Agreements in good faith.

2.1.5 **The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.**

Commerce Bank acknowledges and can comply.

2.1.6 **The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.**

Commerce Bank acknowledges and can comply.

2.1.7 **The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.**

We understand and will comply.

7. Required Banking Services

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operation Account

The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payables checks per month and 300 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month in 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility for the main operating account and the two zero-balance accounts.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.2 Health Insurance

The Banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average approximately 30 per month. This is an interest-bearing account.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.3 Flexible Spending

The banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are

made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average 30 per month. This is an interest-bearing account.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.4 Joplin Municipal Division

This account is state mandated. The Joplin Municipal Court issues approximately 30 disbursements per month. Deposits are made in checks, currency, ACHs, and credit card. The average number of deposits is 30 per month. This is an interest-bearing account.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.5 Drug Forfeiture

This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest-bearing account.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.6 TIF EATS

The City of Joplin issues approximately 5 TIF EATS checks per month. The average number of deposits is 5 per month. This is an interest-bearing account.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.7 TIF PILOTS

The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest-bearing account.

As an exisiting customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.1.8 Additional Accounts as Needed

The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included

in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

As an existing customer, Joplin's services will be maintained as detailed and provided with the care you've come to know from Commerce.

7.2 Banking Services

7.2.1 Electronic Funds Transfer

The Finance Department Currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 30 incoming and 15 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

Commerce Bank offers three methods for wire usage: Online Wire Transfer with Commerce Connections®, Telephone, and Direct File Transmission.

Commerce Connections®, our online cash management system, allows authorized users to initiate and monitor wire transfers online, confirm receipt of incoming wires, create activity and management reports, and create repetitive wire transfer templates to be stored indefinitely. Wire transfers are limited to U.S. dollar transactions, but an international wire (eFX) module can be added if needed. The system is not limited to certain types of wire transfers and initiation methods. U.S. dollar domestic and international wire transfers must be initiated by 4 p.m. CT for same-day processing. U.S. Federal Tax Wire transactions must be initiated by 4 p.m. CT for same-day processing. The deadline for Foreign Exchange wires is 2 p.m. CT.

Telephone-initiated wire transfers require confidential authorization codes and a security callback to a different authorized representative for verification. Direct File Transmission allows payment orders to be issued through SFTP, with verification by providing file totals to Commerce.

Commerce Bank will notify Joplin of any returned wire transfers and provides email notifications for incoming credits and wires rejected by the receiving bank.

We have included our Treasury Services Cutoff Times on page A-1 of the Appendix.

7.2.2 Account Maintenance

7.2.2.1 Deposits

Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

Commerce Bank can comply. Funds deposited into your accounts by branch closure are available same day; however, those funds are not collected until the next business day. Electronic deposits, including ACH and Fed Wires, are available on the business day we receive the deposit. Every day is considered a business day except Saturdays, Sundays, and Federal Holidays. A branch's cutoff time (latest daily deposit time) is its respective closure time or 7 p.m. CT, whichever is earlier.

7.2.2.2 Monthly Statements

Monthly statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

Monthly bank statements and check copies are available for viewing and download on Commerce Connections® on the first business day of the new month. Standard cutoff is at month end, and Commerce can accept custom cutoff calendars for statements and accommodate specialized requests.

Detailed Account Analysis statements are available for download in PDF format from Commerce Connections® once Account Analysis settles (approximately eight days after month-end) and are maintained online for seven years. The Account Analysis Statement provides a comprehensive account summary, including a summary of balance information, float, reserve requirement, earnings credit, and details of services used during the analysis period, listing charges to determine the overall service charge. Paid check images and deposited item images are available electronically through the Image Archive module for seven years, and image transmissions can be produced on a custom calendar.

An Earnings Credit Rate (ECR) is applied to the average monthly collected balance in the account and is used to offset monthly bank charges. The ECR is detailed on the account analysis statement.

Commerce Bank can also provide Joplin with Image Transmissions through secure FTP. Image Transmissions can be produced daily, weekly, bi-weekly, monthly, semi-monthly, or on a custom calendar.

7.2.2.3 Specific Contacts

Specific contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

Joplin's contacts will remain the same - Minda Lewis will be the City's primary contact with support provided by Taylor Young and Matthew Cox.

Additional day-to-day support is available at no additional charge through Commerce Bank's centralized, in-house Commercial Customer Support (CCS) Team located in Kansas City, MO. This team is accessible by email, phone, and fax Monday through Friday from 7 a.m. to 6 p.m. CT.

7.2.2.4 Insufficient Fund

Insufficient funds returned checks will be automatically presented for collection a second time.

Commerce Bank can present check items two times for clearing: the first time is when the check is deposited and then a second time if that item is returned. If the item is returned a second time, a debit will post to the depository account or an alternate account if desired.

7.2.2.5 Safety Deposit Box

A safety deposit box is required for the City that must be at least 8 ½" x 11" in size.

Commerce can continue to provide Joplin with a safety deposit box.

7.2.2.6 Branch Locations

Branch locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

We can accommodate Joplin's preference on how you choose to provide deposits to the bank, and the funds will be deposited per Joplin's instructions.

Joplin can drop off deposits at the following location: 1820 E. 20th St, Joplin, MO 64804

7.2.2.7 Depository Credit/Debit Card Transactions

The City currently accepts MasterCard, VISA, American Express and Discover credit cards as a means for payment at the following locations:

- Public Works -1 Machine
- Finance - 2 Machines
- Parks Athletic Complex - 1 Machine
- Parks Pools -1 Machine
- Municipal Court - 2 Machines
- Jail - 1 Machine
- Police - 1 Machine
- Health-2 Machines
- Museum - 1 Machine
- MAPS - 1 Machine
- Fire -1 Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

Commerce Bank currently provides merchant services for the City of Joplin. All major credit and debit cards are accepted and fully enabled for processing. Each terminal is equipped with EMV chip card technology to ensure secure transactions. I personally installed all credit card terminals.

Please feel free to contact me at your convenience if you have any questions or need additional information.

Todd Finke - 417-861-2974 - todd.finke@commercebank.com

7.2.2.8 Direct Deposit of Payroll Checks

Direct deposit of payroll checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of

Joplin is on a bi-weekly payroll schedule (26) pay periods per year.

Commerce Bank is a direct member of NACHA and is able to both receive and originate direct deposit via ACH. Originators of direct deposit can initiate transactions through multiple secure transmission methods:

Direct Send/File Transmission – For clients who create their own ACH files or use a system that generates Nacha-formatted files, submissions can be made directly or via a third-party provider through secure file transmission.

Commerce Connections® – The bank's commercial online banking platform allows clients to initiate ACH transactions, upload Nacha or custom-formatted files, and manage templates. It also offers robust reporting features related to ACH origination, as well as reporting specific to received/incoming ACH payments.

Per Nacha Rules, direct deposits for payments such as salaries and wages (PPD Credits) are identified using the standard Company Entry Description of "PAYROLL".

Commerce Bank provides timely notifications of ACH Returns and Notifications of Change (NOCs), along with strong security controls, including multiple options for submitting control totals.

Additionally, Commerce Bank offers Early Pay, a free service that provides eligible consumer account holders with access to their direct deposits up to two days before the effective date. This applies to direct deposits into personal checking accounts, savings accounts, or prepaid cards.

We have included our Treasury Services Cutoff Times on page A-1 in the Appendix.

7.2.2.9 Online Banking Services including:

7.2.2.9.1 Positive Pay Services

Commerce Bank can continue to provide positive pay services to Joplin.

Our Positive Pay account reconciliation service reduces fraud risk and provides comprehensive control over all check disbursement activity by offering a daily list of all exception items before final payment occurs. Only checks that have been authorized will be paid. Teller Line Positive Pay validates checks at branch locations against the issue file, and files are updated every 20 minutes during business hours. Email notifications are sent daily regarding exceptions, and users must confirm file transmissions via an Issue File Verification report.

Full Account Reconciliation is also available, automating the matching of paid checks to issued items and providing comprehensive reporting, including outstanding, paid, unpaid, and exception items, as well as various reconciliation reports.

7.2.2.9.2 Online Stop Payment Services

Joplin can continue to issue stop payments online via Commerce Connections® on an outstanding check. The system will verify if the check has already been paid and if the check number is valid before completing a stop payment request.

Stop payments may be entered into Commerce Connections® with either a six- or 12-month term. The system calculates expiration dates on a monthly (30-day) basis: a six-month stop-pay expires in 180 days, and a 12-month stop pay expires in 360 days. Terms cannot be extended, so we recommend placing a void on any checks that require a stop pay duration of longer than six-12 months.

Joplin can also request stop payments for a range of checks. If a range of checks is received on a file, the file must include the required information for each entry (routing number, account number, check number, dollar amount, and payee name) to ensure the correct check is stopped.

Joplin can also initiate manual stop payments by contacting our Commercial Customer Support (CCS) Team.

7.2.2.9.3 Imaging

Joplin will be able to access paid check images for seven (7) years through the Commerce Connections® Image Archive module. Joplin can export and save these images to your internal network, if needed.

Commerce Bank can also provide Joplin with Image Transmissions through secure FTP. Image Transmissions can be produced daily, weekly, bi-weekly, monthly, semi-monthly, or on a custom calendar.

7.2.2.9.4 On-line reporting for banking transactions

Commerce Connections® provides a balance report, a transaction report, and a combined balance and transaction report as a standard service. Joplin can also request a report that provides a subtotal by

transaction type, allowing Joplin to report on checks paid, Wires, ACH Debits, and more.

Through Commerce Connections®, Joplin can also perform the following additional reporting functions:

- View clearing balances and transactions to calculate cash position easily and make timely decisions
- Inquire about outstanding checks, enter or cancel stop payments, and view check images
- View and download statements
- View Lockbox deposited items, including exceptions
- Manage foreign currency exchange and letters of credit
- Pull ACH Return Reports (including notifications of change)
- Pull Electronic Data Interchange (EDI) Reports

7.2.2.9.5 On-line Wire Transfers & Account Transfers

Commerce Bank offers three methods for wire usage: Online Wire Transfer with Commerce Connections®, Telephone, and Direct File Transmission. Commerce Connections®, the bank's online cash management system, automates domestic wire transfer management, internal transfers, and drawdowns on a repetitive or non-repetitive basis.

Joplin can initiate intra-account transfers through the Commerce Connections® platform at any time. The funds will be available immediately if the transfer is initiated between 6 a.m. and 6 p.m. CT Monday through Friday.

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

Commerce has included our Treasury Pro Forma on page P-1, which details relevant costs. We are able to deduct fees from Joplin's general account.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

Commerce can continue to provide interest earnings for Joplin.

Our Earnings Credit Rate (ECR) is an internally calculated interest rate derived from several short-term composite rates. The ECR, which allows commercial customers to offset monthly depository service charges using available collected balances, is calculated each month and published on each customer's analysis statement.

Earnings Credit = Ave Pos Avail Balance * [(ECR / Days in Year) * Days in Cycle]

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

Please see our Pro Forma on page P-1 of this proposal.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

The proposed pricing included in our proposal is valid as long as market conditions remain unchanged, as Joplin conducts the evaluation and selection process for this RFP. The proposed Treasury pricing will be held constant for the duration of the RFP.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional banking services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

7.4.2 Other Optional Services as identified by the proposing bank.

We have provided Optional Banking Services as requested in a separate package.

Exhibit A: Proposal – Banking Services

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July, 2026, as per specifications and exhibits attached.

Commerce Bank acknowledges and submits the bid for banking services as described.

1. Bank Services to be provided:

a. Demand deposit checking account services

Commerce can comply and will provide account services as requested by Joplin.

b. Additional checking accounts as specified in this Request for Proposal

Commerce can continue to provide Joplin with checking and savings accounts to suit your needs.

c. Electronic fund transfer notification and online banking

Commerce Bank offers electronic fund transfer services and online banking through its Commerce Connections® platform. Users can initiate and monitor wire transfers and ACH transactions online, confirm receipt of incoming wires, create activity and management reports, and store repetitive wire transfer templates. ACH origination and wire transfers are offered as separate modules within the online banking platform.

Joplin can receive notifications based on your preference through Commerce Connections®.

d. Account reporting, maintenance, and service

Commerce Connections® provides a balance report, a transaction report, and a combined balance and transaction report as a standard service. Joplin can also request a report that provides a subtotal by transaction type, allowing Joplin to report on checks paid, Wires, ACH Debits, and more.

Through Commerce Connections®, Joplin can also perform the following additional reporting functions:

- View clearing balances and transactions to calculate cash position easily and make timely decisions
- Inquire about outstanding checks, enter or cancel stop payments, and view check images

- View and download statements
- View Lockbox deposited items, including exceptions
- Manage foreign currency exchange and letters of credit
- Pull ACH Return Reports (including notifications of change)
- Pull Electronic Data Interchange (EDI) Reports

Commerce Bank will fully provide initial training and all associated training materials for Commerce Connections®, and ongoing support is available through our in-house Commercial Customer Support (CCS) Team. CCS is available Monday through Friday from 7 a.m. to 6 p.m. CT. Support is accessible over the phone at (800) 207-0886 and through email at CommercialSupport@CommerceBank.com.

e. Credit/Debit card services

Commerce can continue to provide merchant solutions to Joplin specific to your needs.

Commerce Bank supports and processes Visa®, Mastercard®, American Express®, Discover®, Diners Club®, JCB®, and China UnionPay® card types. The transaction types supported include PIN debit, signature debit, credit, EBT, checks, and gift cards (open/closed system).

Transmission of authorization and settlement information can be conducted by dial, dedicated circuit connections (VPN, MLPS), secure Internet, or Internet gateway in either real-time or batch mode, depending on POS capabilities. Each method has its purpose and benefit regarding communication time and cost efficiency.

f. Other services as specified in this Request for Proposal

We have provided Optional Banking Services as requested in a separate package.

2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit sample reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution.

Commerce Bank has completed the questionnaire and attached supplemental materials in alignment with Joplin's instructions. We have included sample reports beginning on page A-2 in the Appendix.

Prices for additional optional solutions are subject to standard pricing and will be addressed and discussed at a future date.

3. Contact

Who may we contact at your financial institution regarding this proposal?

Minda Lewis, Assistant Vice President
(417) 837-5271 | Minda.Lewis@Commercebank.com

Signature: 

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2026, as per specifications and exhibits attached.

1. Bank Services to be provided:
   a. Demand deposit checking account services
   b. Additional checking accounts as specified in this Request for Proposal
   c. Electronic fund transfer notification and on-line banking
   d. Account reporting, maintenance, and service
   e. Credit/Debit card services
   f. Other services as specified in this Request for Proposal
2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

Minda Lewis	Assistant Vice President
Name	Title
1345 E. Battlefield St, Springfield, MO 65804	(417) 837-5271
Office Address	Phone

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
GENERAL ACCOUNT SERVICES:		
Checking Account Maintenance-Per Month	9	Please see pricing on page P-1 of this Proposal
ZBA Account Maintenance-Per Month	2	Please see pricing on page P-1 of this Proposal
ZBA Account Master Maintenance-Per Month	1	Please see pricing on page P-1 of this Proposal
Debits: Checks Paid Only-Per Item	1,100	Please see pricing on page P-1 of this Proposal
Debits: Electronic/Miscellanous-Per Item	80	Please see pricing on page P-1 of this Proposal
Credits: Electronic Deposits (ACH)-Per Item	300	Please see pricing on page P-1 of this Proposal
Collected Overdrafts-Per Item	20	Please see pricing on page P-1 of this Proposal
Deposit Assessment-based on Average Balance	20,000,000	Please see pricing on page P-1 of this Proposal
DEPOSITORY ACCOUNT SERVICES:		
Deposited Items: Cash Deposits	150,000	Please see pricing on page P-1 of this Proposal
Deposited Items: Coin Rolls	5	Please see pricing on page P-1 of this Proposal
Deposited Items: Branch Check Deposit-Per Item	3	Please see pricing on page P-1 of this Proposal
Image Cash Letter-Monthly Maintenance	1	Please see pricing on page P-1 of this Proposal
Image Cash Letter-Per Item	4,600	Please see pricing on page P-1 of this Proposal
Remote Deposit-Per Item	800	Please see pricing on page P-1 of this Proposal
Return Deposited Items	5	Please see pricing on page P-1 of this Proposal
Return Deposited Item Maintenance	2	Please see pricing on page P-1 of this Proposal
Return Deposited Item Email	15	Please see pricing on page P-1 of this Proposal
Recleared Checks-Per Item	5	Please see pricing on page P-1 of this Proposal
DISBURSEMENT SERVICES:		
Automated Stop Payment	5	Please see pricing on page P-1 of this Proposal
Auto Stop Pay-12 Month	5	Please see pricing on page P-1 of this Proposal

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
FUNDS TRANSFER SERVICES:		
ACH Monthly Maintenance	2	Please see pricing on page P-1 of this Proposal
ACH Items Originated-Per Item	3,500	Please see pricing on page P-1 of this Proposal
ACH File Originated-Per File	10	Please see pricing on page P-1 of this Proposal
ACH Return-Per Item	10	Please see pricing on page P-1 of this Proposal
ACH Delete-Reversal-Per Item	1	Please see pricing on page P-1 of this Proposal
ACH Debits Received-Per Item	70	Please see pricing on page P-1 of this Proposal
ACH Credits Received-Per Item	400	Please see pricing on page P-1 of this Proposal
ACH Same Day Origination-Per Item	1	Please see pricing on page P-1 of this Proposal
ACH Risk Manager	1	Please see pricing on page P-1 of this Proposal
EPA Account Filter Maintenance	9	Please see pricing on page P-1 of this Proposal
Wire Transfer-Incoming-Per Item	2	Please see pricing on page P-1 of this Proposal
Wire Transfer-Outgoing-Per Item	10	Please see pricing on page P-1 of this Proposal
Wire Transfer-International Outgoing-Per Item	1	Please see pricing on page P-1 of this Proposal
Wire Transfer-Advice Email Notification-Per Item	2	Please see pricing on page P-1 of this Proposal
Account Internal Funds Tranfer-Per Item	8	Please see pricing on page P-1 of this Proposal
Remote Deposit-Monthly Maintenance	1	Please see pricing on page P-1 of this Proposal
Remote Deposit-Site License	1	Please see pricing on page P-1 of this Proposal
Remote Deposit-Per Item	800	Please see pricing on page P-1 of this Proposal
RECONCILIATION SERVICES:		
Positive Pay-Per Item	1,200	Please see pricing on page P-1 of this Proposal
Positive Pay Maintenance-Per Account	5	Please see pricing on page P-1 of this Proposal

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
Paper Debit Block	1	Please see pricing on page P-1 of this Proposal.
Check Imaged Items-Per Item	1,100	Please see pricing on page P-1 of this Proposal.
Check Image Maintenance-Per Account	5	Please see pricing on page P-1 of this Proposal.
Returned Check-Non Payment-Per Item	3	Please see pricing on page P-1 of this Proposal.
INFORMATION REPORTING SERVICES:		
Current Day Balance Reporting-per account	9	Please see pricing on page P-1 of this Proposal.
Prior Day Balance Reporting-per account	9	Please see pricing on page P-1 of this Proposal.
Current Day Transation Detail-per item	1,000	Please see pricing on page P-1 of this Proposal.
Prior Day Transaction Detail-per item	1,000	Please see pricing on page P-1 of this Proposal.
Online Access Base Charge	1	Please see pricing on page P-1 of this Proposal.
Wire Module	1	Please see pricing on page P-1 of this Proposal.
INTEREST OR EARNINGS CREDIT:		
Earnings Rate on Idle Funds	40,000,000	We will pay a sweep rate equal to the US Federal Reserve Bank's Interest On Reserve Balances (IORB) index minus 1.45%. With the IORB set by the Fed as of 01/31/26 at 3.65% this would increase the interest rate to a floating 2.20%.
Earnings Credit Allowance		Earnings Credit = Ave Pos Avail Balance * [(ECR / Days in Year) * Days in Cycle]

Commerce Bank

Exhibit A-2: Proposal Optional Banking Services Fee

Automatic Overnight Investments (percent of earnings)

We will pay a sweep rate equal to the US Federal Reserve Bank's Interest On Reserve Balances (IORB) index minus 1.45%. With the IORB set by the Fed as of 01/31/26 at 3.65% https://www.federalreserve.gov/monetarypolicy/reserve-balances.htm, this would increase the interest rate to a floating 2.20%. We will waive the monthly repo sweep fee.

Investments in Securities are NOT FDIC Insured; NOT Bank-Guaranteed and May Lose Value. Prices and/or yields are subject to change and investments are subject to availability. Commerce Bank is not acting as your 'municipal advisor' within the meaning of Section 15B of the Securities Exchange Act and does not act in a fiduciary capacity. CMG is not a Portfolio Manager, nor an Investment Advisor.

ATMs at certain city locations:

Commerce has several ATM locations in and around Joplin. We have included a list with addresses below.

Joplin Rangeline Rd – ATM
423 S Rangeline Rd
Joplin, MO 64801

Joplin Headquarters – Branch and ATM
1820 E 20th St
Joplin, MO 64804

Webb City – Branch and ATM
1311 S Madison St
Webb City, MO 64870

Pittsburg Main – Branch and ATM
100 S Broadway St
Pittsburg, KS 66762

Pittsburg North – ATM
2720 N Broadway
Pittsburg, KS 66762

Apple Market – ATM
103 Northeast Ave
Columbus, KS 66725

Any Other Optional Services:

Prices for additional optional solutions are subject to standard pricing and will be addressed and discussed at a future date.

PRICING



Commerce Bank®
Member FDIC

Commerce Bank

Treasury Pricing Proposal

Customer Name: City of Joplin

Commerce Bank	
Average Collected Balance	$20,000,000.00
Less Reserve Requirement - 0%	$0.00
Net Collected Balance	**$20,000,000.00**
Earnings Credit Rate	0.40%
Total Monthly Treasury Services Charges	$7,487.67
Earnings Credit Allowance	$6,666.67
Net Monthly Service Fees Due	**$821.00**

Service Code Description	Volume	Price	Monthly Charge
General Account Services			
Collected Overdraft	20	12.000%	$0.20
Account Maintenance	9	$14.000	$126.00
Deposit Assessment	20,000,000	0.160%	$2,666.67
REPO Sweep	1	$0.000	$0.00
Check Only Debits	1,300	$0.210	$273.00
Deposits/Credits Posted	450	$0.250	$112.50
ZBA Maintenance	2	$26.000	$52.00
ZBA Master Maintenance	1	$12.500	$12.50
Subtotal - General Account Services			**$3,242.87**
Depository Services			
ICL Maintenance	1	$150.000	$150.00
Checks Deposited	3	$0.150	$0.45
ICL Per Item	4,600	$0.080	$368.00
Remote Deposit Deposited Items	800	$0.100	$80.00
Return Deposited Items	5	$11.500	$57.50
Return Item Maintenance	2	$15.000	$30.00
Return Item Email Advice	15	$3.000	$45.00
Recleared Checks	5	$8.000	$40.00
Cash Deposits	150,000	$0.0015/over $15,000	$225.00
Coin Rolls	5	$0.160	$0.80
Subtotal - Depository Services			**$996.75**
Disbursement Services			
Automated Stop Payment	5	$20.000	$100.00
Auto Stop Pay-12 month	5	$30.000	$150.00
Subtotal - Disbursement Services			**$250.00**
ACH Services			
ACH Deletion/Reversal	1	$27.000	$27.00
ACH Return/NOC	10	$6.500	$65.00
ACH File Originated	10	$10.000	$100.00
ACH Monthly Maintenance	2	$30.000	$60.00
ACH Items Originated	3,500	$0.154	$539.00
Account Transfer - CC	8	$2.000	$16.00
ACH Debits Received	150	$0.160	$24.00

Service Code Description	Volume	Price	Monthly Charge
ACH Credits Received	700	$0.200	$140.00
ACH Same Day Items Originated	1	$1.550	$1.55
ACH Risk Manager Monthly Maintenance	1	$30.000	$30.00
EPA ACH Account Filter Maintenance	9	$25.000	$225.00
Subtotal - ACH Services			**$1,227.55**
Wire Transfer Services			
Wire Transfer Incoming	2	$13.000	$26.00
Wire Advice - Email	2	$3.000	$6.00
Wire Out - CC	10	$13.000	$130.00
Wire Out Int'l USD - CC	1	$34.000	$34.00
Subtotal - Wire Transfer Services			**$196.00**
Remote Deposit			
Remote Dep Maintenance	1	$60.000	$60.00
Remote Dep Site License	1	$0 (first site)/$27	$0.00
Remote Dep Per Item	800	$0.100	$80.00
Subtotal - Remote Deposit			**$140.00**
Reconciliation Services			
Prem Pos Pay per Item	1,300	$0.105	$136.50
Premium Positive Pay Maintenance	5	$90.000	$450.00
Paper Debit Block	1	$27.000	$27.00
Imaged Item	1,300	$0.040	$52.00
Image Maintenance	5	$25.000	$125.00
Return Checks for Non-Payment	3	$16.000	$48.00
Subtotal - Reconciliation Services			**$838.50**
Information Reporting Services			
Connections Balance Rpt	9	$30.000	$270.00
Connections Base Charge	1	$50.000	$50.00
Connections TX Detail (Corporate)	2,000	$0.010	$20.00
Connections Current Day	9	$22.000	$198.00
Image Archive Module	1	$40.000	$40.00
Connections Wire Module	1	$18.000	$18.00
Conn Investment Acct	1	$0.000	$0.00
Subtotal - Information Reporting Services			**$596.00**
TOTAL			**$7,487.67**

For more information please contact Minda Lewis at (417) 835-5271.

Any service utilized that is not contained within the proposal will be charged at standard rates.

APPENDIX



Commerce Bank®
Member FDIC

CommercePayments®

Treasury Services Cutoff Times

All cutoff times are Central Time and subject to change.

ACH Origination

Same Day ACH

1:30 PM . . . . . Same day processing

12:00 PM . . . . . Direct Send (transmission) ACH file initiation

International ACH (IAT)

3:00 PM . . . . . IAT file origination for next day effective entry date*

*The effective entry date could be delayed due to foreign country processing.

Next Day or Future Dated ACH

6:00 PM . . . . . ACH file origination

ACH Risk Manager

5:00 PM . . . . . ACH reject decisions for same day processing

Account Transfer

6:00 PM . . . . . Same day processing

ARP Controlled Disbursement – Disbursement Totals Reporting

9:00 AM . . . . . First Presentment

10:00 AM . . . . . Second Presentment

Foreign Exchange

2:00 PM . . . . . Foreign Exchange currency wires (manual)

2:30 PM . . . . . Foreign Exchange minor currency wires (manual)

3:30 PM . . . . . Commerce Connections eFX (online)

Loan Advances & Payments

4:00 PM . . . . . Same day processing

OnePay

6:30 AM . . . . . Check – Same Day

3:00 PM . . . . . ACH

Positive Pay

2:00 PM . . . . . Exception item decisions for same day processing

Remote Deposit

7:00 PM . . . . . Deposit for same day processing

SmartPay

4:00 PM . . . . . Item origination

Wire Transfer – US Dollar & International

4:00 PM . . . . . Federal tax wire payments

4:30 PM . . . . . Same day processing

For additional information, contact:

Commercial Customer Support

800.207.0886 | commercialsupport@commercebank.com | Monday – Friday 7:00 AM – 6:00 PM CT

commercebank.com/payments

Commerce Bank® Member FDIC | Challenge Accepted.

Check Stock Testing

Mail Checks to:
Commerce Bank
Transit Department
Mail stop KCTRAN
811 Main
Kansas City, MO 64105

Attention: Transit

Please test the enclosed check stock. Please email the results to Taylor Young

If you have questions, please contact me at 55362.

Thank you for your assistance,

Taylor Young,

Treasury Account Manager

MICR TESTING

Commerce Bank
Member FDIC

Guidelines for a successful test.

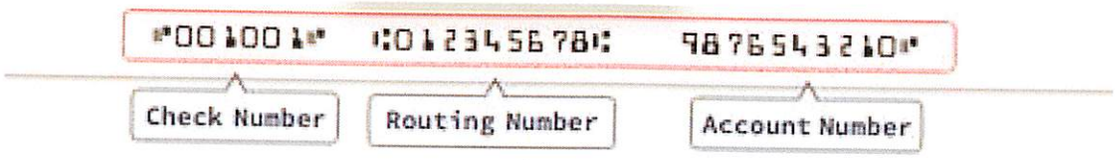
CHECKS

- No more than 5 checks are required
- Checks should be free of stubs, unnecessary paperwork, and staples
- The numeric and legal amounts should be clearly visible
- Amounts are preferred, but not required
- The word "VOID" should not obstruct the legal and numeric fields, or the MICR line
- The name **"Commerce Bank"** and our fraction **18-1/1010** for the RT **101000019** needs to be printed near the check number. Plain text is fine. Logos are optional but not required.

MICR LINE

- The characters must be printed exactly on the ¼ - inch strip centered within the 5/8-inch clear band, leaving a 3/16-inch border top and bottom
- The check number cannot exceed 10 digits and ends at field 45
- The bank routing number is between fields 44 and 33
- The account number starts at field 32
- The account number should be at least 5 and not more than 9 digits. If the account number is less than 5 digits, preceding zeros should be included to make the account number at least 5 digits
- The Routing Number is **101000019**, for non-control disbursement accounts
    - *Account numbers starting with 3507 (081500493) or 430 (101218704) are required to use a CDA RT*
- MICR Ink required for the MICR line
- MICR font reads better in **bold** print

- Dashes should not be used on the MICR line
- Use the appropriate symbols before and after the check number, routing number, and account numbers



Please send the checks free of stubs, unnecessary paperwork, and staples along with the Treasury Representative's name to:

Commerce Bank
Transit Supervisor - Testing
Mail Stop: KCTRAN
811 Main St.
Kansas City, MO 64105-2005

The MICR tester will email the results to the Treasury Representative within 1-3 business days, excluding Monday's and day after holidays.

All checks sent for testing will be shredded.

Commerce Bank

1000 Walnut
Kansas City MO 64106-3686

Demo Customer
Contact Name
800 Main St
Your City MO 99999-2415

Bank Statement

Primary Account Number: **0001234567**

If you have questions about your statement, please call us at 800-453-BANK.

Statement Date: January 31, 2011
Page Number: 1 of 3

BUSINESS CHECKING Account # 0001234567

Account Summary Account # 0001234567

Beginning Balance on January 1, 2011	$ 4,823.87
Deposits & Other Credits	+ 40,961.04
Withdrawals & Other Debits	- 12,642.80
Checks Paid	- 31,853.38
Ending Balance on January 31, 2011	**$ 1,288.73**

To calculate a daily running balance during this statement period, use the beginning balance as it is listed on the statement. Next, subtract checks and other debits as of the date they are listed as paid. For ATM and Visa Check Card withdrawals, use the transaction date. This is when these transactions were authorized. Deposits and other credits should be listed as of the date they were credited.

Daily Balance Summary Account # 0001234567

Date	Balance	Date	Balance	Date	Balance
01-01	4,145.91	01-14	18,281.85	01-22	8,535.07
01-04	3,566.77	01-15	15,354.42	01-25	8,481.95
01-05	3,539.61	01-18	5,896.86	01-26	7,909.30
01-07	3,482.07	01-19	3,381.84	01-27	7,639.47
01-08	33,368.13	01-20	0.00	01-28	1,595.59
01-12	32,953.49	01-21	0.00	01-29	1,288.73
01-13	30,017.48				

Deposits & Other Credits Account # 0001234567

Description		Date Credited	Amount
Wire Fed #11111 CB Seq 000000	Abc Energy Inc	01-08	30,000.00
Od Coverage Transfer Credit	Account Number 987654321	01-20	1,030.66
Od Coverage Transfer Credit	Account Number 987654321	01-21	530.38
Wire Fed #22222 CB Seq 444444	Efg Ventures Inc	01-22	7,400.00
Book Tfer 456456456456456 Commerce Bank	Ref Nbr: 123123123123	01-22	2,000.00
Total Deposits & Other Credits			**$40,961.04**

Withdrawals & Other Debits Account # 0001234567

Description		Date Paid	Amount
Analysis Service Charge	Effective Date 01-11-11	01-12	414.64
Adp - Tax 360028035643o2w 031541214844229 Adp TX/Fincl S	Ref Nbr: 358791213215	01-14	4,495.31
Adp - Tax 12o2w 101541a01 042218453456448 Adp TX/Fincl S	Ref Nbr: 025821321112	01-14	1,548.56
Adp - Fees 13o2w 8208627 042218453456448 Adp Payroll Fe	Ref Nbr: 279123121233	01-20	75.89
Adp - Fees 13o2w 8558769 031541214844429 Adp Payroll Fe	Ref Nbr: 651218742420	01-27	64.52
Adp - Tax 320012350849o2w 081025454651995 Adp TX/Fincl S	Ref Nbr: 451212314559	01-28	4,495.30
Adp - Tax 12o2w 102942a01 010123121232216 Adp TX/Fincl S	Ref Nbr: 122155122118	01-28	1,548.58
Total Withdrawals & Other Debits			**$12,642.80**

Checks Paid Account # 0001234567

Date Paid	Check Number	Amount	Reference Number	Date Paid	Check Number	Amount	Reference Number
01-22	1123	66.99	1	01-19	2083	1,197.63	32
01-01	1321*	60.12	2	01-18	2084	1,197.63	33
01-01	1323*	60.12	3	01-14	2085	3,592.89	34
01-22	1407*	173.47	4	01-21	2088*	359.29	35
01-22	1450*	104.72	5	01-15	2089	479.05	36
01-26	1481*	183.27	6	01-14	2090	1,197.63	37
01-01	1647*	61.09	7	01-22	2091	171.09	38
01-22	1687*	100.85	8	01-18	2093*	3,592.89	39
01-01	1693*	176.49	9	01-20	2094	2,540.16	40
01-26	1803*	176.49	10	01-15	2095	1,197.63	41
01-01	1840*	51.39	11	01-22	2096	171.09	42
01-01	1843*	51.39	12	01-18	2097	342.08	43
01-26	1898*	65.85	13	01-21	2098	171.09	44
01-13	1947*	95.91	14	01-14	2099	68.44	45
01-29	1955*	172.61	15	01-18	2101*	119.76	46
01-22	1989*	76.72	16	01-27	2102	205.31	47
01-01	1991*	134.25	17	01-14	2103	119.76	48
01-07	1996*	57.54	18	01-19	2104	119.76	49
01-18	1997	153.43	19	01-19	2105	1,197.63	50
01-18	2012*	191.79	20	01-13	2106	359.29	51
01-14	2013	57.54	21	01-20	2109*	1,197.63	52
01-25	2028*	53.12	22	01-13	2111*	598.82	53
01-15	2035*	53.12	23	01-20	2112	598.82	54
01-08	2045*	113.94	24	01-15	2113	1,197.63	55
01-14	2051*	89.51	25	01-13	2269*	1,881.99	56
01-29	2057*	134.25	26	01-05	2303*	27.16	57
01-26	2061*	147.04	27	01-04	2304	158.67	58
01-01	2063*	83.11	28	01-04	2305	16.95	59
01-18	2079*	2,395.26	29	01-04	2306	118.51	60
01-18	2080	1,197.63	30	01-04	2307	189.01	61
01-18	2082*	171.09	31	01-14	2308	460.28	62

Commerce Bank

1000 Walnut
Kansas City MO 64106-3686

Demo Customer

Primary Account Number: 0001234567
Statement Date: January 31, 2011
Page Number: 3 of 3

Checks Paid Account # 0001234567 (Cont.)

Date Paid	Check Number	Amount	Reference Number	Date Paid	Check Number	Amount	Reference Number
01-14	2309	105.71	63	01-18	10012	96.00	65
01-04	10011*	96.00	64				

* - *Indicates a skip in sequential check numbers.*

Total Checks Paid **$31,853.38**

	Total for this period	Total year-to-date
Total Overdraft Fees	$0.00	$0.00
Total Returned Items Fees	$0.00	$0.00

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Contact us at the address or phone number listed on page one of this statement. If you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt, please contact us as soon as possible. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

1) Tell us your name and account number.
2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will recredit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

The information above applies to checking, savings, or other consumer accounts established for personal, family, or household purposes.

If your checking or money market account has no activity for 12 consecutive months it will be considered dormant and assessed a $5 monthly fee. Regular savings accounts with no activity for 18 consecutive months will be considered dormant and assessed a $2 monthly fee.

NOT TRANSFERABLE AS DEFINED IN 12 CFR PART 204

Commerce Bank
Member FDIC

KANSAS CITY
1000 WALNUT
KANSAS CITY, MO 64106-2145

02-07-2099

DEMO COMPANY
ATTN DEMO CUSTOMER
11223 ANYSTREET ST
KANSAS CITY MO 12345-6789

SETTLEMENT DATE
01/31/2099

FROM 01/01/2099
TO 01/31/2099

ACCOUNT ANALYSIS GROUP STATEMENT

Group: 1001234567 **Commercial Checking** **Type 120**

Reserve may include, without limitation, the percentage of demand deposit account balances the bank holds as reserves required by the Federal Reserve Bank. Supervision and Assessment charges may include regulatory costs, deposit assessments and supervision fees.

If you have any questions concerning your Account Analysis Statement, please feel free to contact your Account Officer or Commercial Customer Support at 800-224-5446.

ANALYSIS SUMMARY

Average Ledger Balance		115,120.00
Less Average Float		0.00
Average Collected Balance		115,120.00
Positive Collected Balance		115,120.00
Reserve		-11,512.00
Average Available Balance		103,608.00
Less Balance Required		-100,000.00
Net Available Balance		3,608.00
Reserves On Excess(Deficit)		-1,000.00
Total Deficit Balance		2,608.00
Earnings Credit Allowance	RATE 1.000%	88.00
Total Charge For Services		100.00
Net Charge For Services		12.00
SERVICE CHARGE AMOUNT		**$12.00**

ACCOUNTS INCLUDED IN GROUP 1001234567

ACCOUNT #	ACCOUNT #	ACCOUNT #	ACCOUNT #
1234567	12346	12347	12348

1001234567 1001234567

Commerce Bank
Member FDIC

FROM 01-01-2099
TO 01-31-2099

DEMO COMPANY

Account: 1001234567

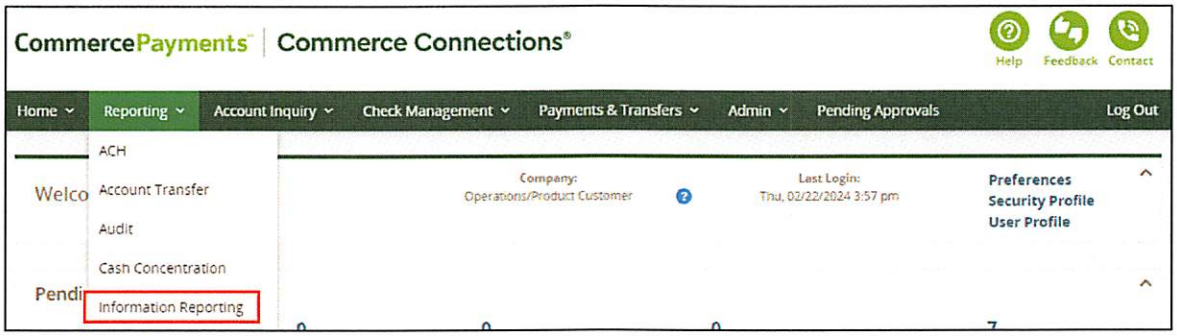
SERVICES ANALYZED

SERVICE	NUMBER UNITS	UNIT PRICE	CHARGE FOR SERVICE	BALANCE REQUIRED
GENERAL ACCOUNT SERVICES				
0021 ACCOUNT MAINTENANCE	1	10.0000	10.00	1,000.00
0035 SUPERVISION&ASSESSMENT	100,000	0.0000	4.20	88,890.00
1027 AUTO INTEGRATED SWEEP	1	10.0000	10.00	10.00
1111 CHECKS\DEBITS POSTED	100	0.1000	10.00	10.00
1113 DEPOSITS\CREDITS POST	100	0.1000	10.00	10.00
1201 ZBA MASTER MAINTENANCE	10	0.1000	1.00	1,000.00
TOTAL GENERAL ACCOUNT SERVICES			**45.20**	**90,920.00**
DEPOSITORY SERVICES				
2121 CHECKS DEPOSITED	1	10.0000	10.00	1,000.00
2301 RETURN DEPOSITED ITEMS	1,000	0.0100	10.00	1,000.00
2303 RETURN ITEM MAINTENANC	1	10.0000	10.00	1,000.00
2308 RTN ITEM ALT ADDRESS	1	10.0000	10.00	1,000.00
TOTAL DEPOSITORY SERVICES			**40.00**	**4,000.00**
FUNDS TRANSFER SERVICES				
5042 ACH DEBITS RECEIVED	1	0.1000	0.10	10.00
5044 ACH CREDITS RECEIVED	1	0.1000	0.10	10.00
5066 ACH MONTHLY MAINT - CC	10	0.1000	1.00	1,000.00
TOTAL FUNDS TRANSFER SERVICES			**1.20**	**1,020.00**
RECONCILIATION SERVICES				
6101 CD ROM PRODUCTION	1	0.1000	0.10	10.00
6103 IMAGED ITEMS	100,000	0.0000	1.00	1,000.00
6104 IMAGE MAINTENANCE	1	0.1000	0.10	10.00
TOTAL RECONCILIATION SERVICES			**1.20**	**1,020.00**
INFORMATION REPORTING SERVICES				
7062 CONN BALANCE REPT	1	10.0000	10.00	1,000.00
7063 CONN BASE CHARGE	100,000	0.0000	1.00	1,000.00
7064 CONNECTIONS TX DETAIL	1	0.1000	0.10	10.00
7065 CONN CURRENT DAY	1	0.1000	0.10	10.00
7072 CONNECTIONS ACH MODULE	100,000	0.0000	1.00	1,000.00
7081 CONN ERD DDA STMT	1	0.1000	0.10	10.00
7092 CONN INVESTMENT ACCT	1	0.1000	0.10	10.00
TOTAL INFORMATION REPORTING SERVICES			**12.40**	**3,040.00**
TOTAL CHARGE FOR SERVICES			**$100.00**	**$100,000.00**

Information Reporting

Overview

Information Reporting reports provides you with balance summary and transaction detail information about your accounts. Users with proper permissions may navigate to Reporting > Information Reporting by using the navigation bar.



Permissions

Reports are granted within the Reporting Permissions Category under Information Reporting. Options include:

- Information Reporting – Intra Day Detail
- Information Reporting – Intra Day Summary
- Information Reporting – Previous Day Detail
- Information Reporting – Previous Day Summary

Permissions should be granted at Cross- and Per-Account levels. The Intra Day permissions grant access to Current Day reporting. Review each report details for more information on granting access.

Available Report Types:

The available report types are:

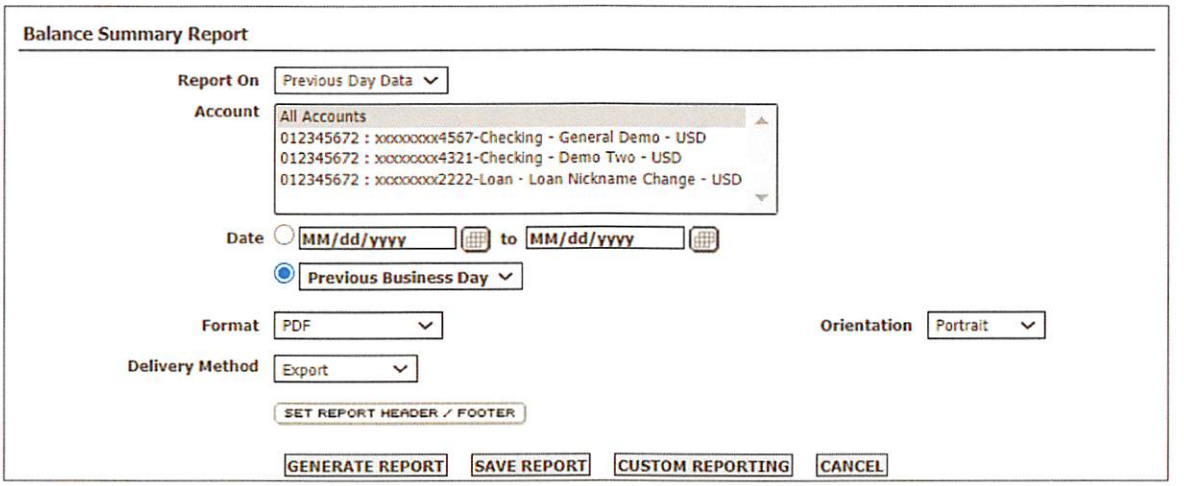
- Balance Summary: Balance Summary Reports display all status and summary information available for selected account(s).
- Balance Summary and Detail: Provides summary information as well as individual transaction details for the selected date range and account(s).
- Transaction Detail: Provides individual transaction detail for the selected date range and account(s).

Balance Summary

Balance Summary Reports display all status and summary information available for selected account(s). The report is available for both previous day and current day reporting; current day includes interim balance information. The report has a data retention of 90 days and updates throughout the business day. Previous Day data is updated once in the morning. Current Day is updated in real-time.

Requires Information Reporting – Intra Day Summary and/or Previous Day Summary permissions to be granted.

Standard Report Criteria



Define standard criteria:

- **Report On:** Select Previous or Current Day Data depending on User permissions.
- **Account**: Select All Accounts or the individual Account desired. Multiple accounts can be selected by using CTRL and/or SHIFT.
- **Date**: Use the calendar function to select the date range or Use the Date dropdown menu to select a predefined date range. E.g., Today, Current Week, Last 30 Days.

Sample Report

Balance Summary Report
Demo Customer
[redacted]
Account: All Accounts **End Date:** [redacted]
Date Range: Previous Business Day **Report On: Previous Day Data**
Start Date: [redacted]

Bank ABA# : Demo - 012345672

Account : xxxxxxxx4567-Checking - General Demo - USD

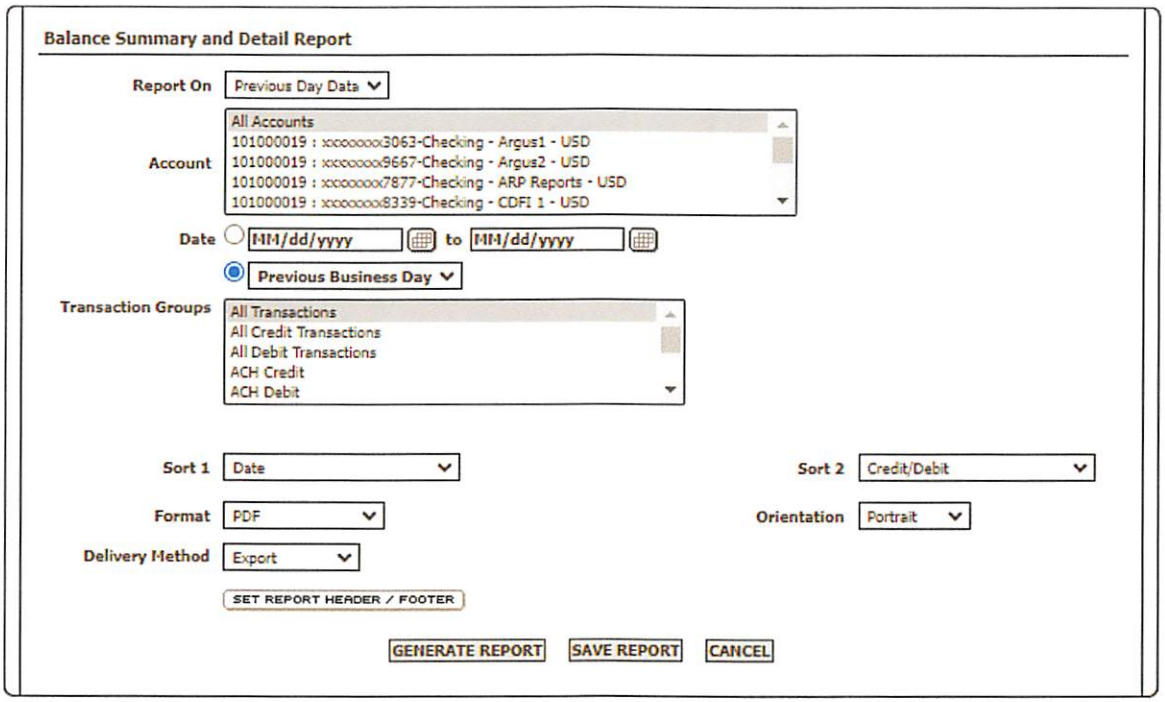
Previous Business Day

Total Credits	$235,488.30	Number of Items 11
Total Debits	$382,201.11	Number of Items 18
Closing Ledger	$924,073.00	
1-Day Float	$289,521.00	
2 or More Days Float	$10,552.00	
Closing Available	$624,000.00	

Other Summary Information

Total Lockbox Deposits	$60,632.67	Number of Items 2
Total ACH Credits	$63.40	Number of Items 1

Custom Report Criteria



In addition to the standard criteria, the following can also be defined:

- Sort 1: Select the primary sort for the report. Options include Date, Transaction Type, Credit/Debit, Debit/Credit, Bank Reference Number, and Customer Reference Number. Credit/Debit ensures the Credit transactions precede the Debit transactions.
- Sort 2: Select the secondary sort for the report. Options include Date, Transaction Type, Credit/Debit, Debit/Credit, Bank Reference Number, and Customer Reference Number. Credit/Debit ensures the Credit transactions precede the Debit transactions.

Sample Report

Balance Summary and Detail Report
Demo Customer
[redacted]

Account: All Accounts
Date Range: Previous Business Day
Start Date: [redacted]
Sorted By: Account Number, Date, Credit/Debit

End Date: [redacted]
Report On: Previous Day Data
Transaction Groups: All Transactions

Bank ABA# : Demo - 012345672

Account : xxxxxxxx4567-Checking - General Demo - USD

Previous Business Day

Total Credits	$235,488.30	Number of Items 11
Total Debits	$382,201.11	Number of Items 18
Closing Ledger	$924,073.00	
1-Day Float	$289,521.00	
2 or More Days Float	$10,552.00	
Closing Available	$624,000.00	

Other Summary Information

Total Lockbox Deposits	$60,632.67	Number of Items 2
Total ACH Credits	$63.40	Number of Items 1
Total Incoming Money Transfers	$726.42	Number of Items 2
Total ZBA Credits	$2,396.49	Number of Items 2
Total Miscellaneous Deposits	$171,669.32	Number of Items 4
Total ACH Debits	$64.46	Number of Items 2
Total Checks Paid	$13,137.67	Number of Items 11
Total Wire Transfers Out - FF	$785.11	Number of Items 2
Total Miscellaneous Debits	$368,213.87	Number of Items 3

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
[redacted]	Miscellaneous ACH Credit	0	0	63.40	

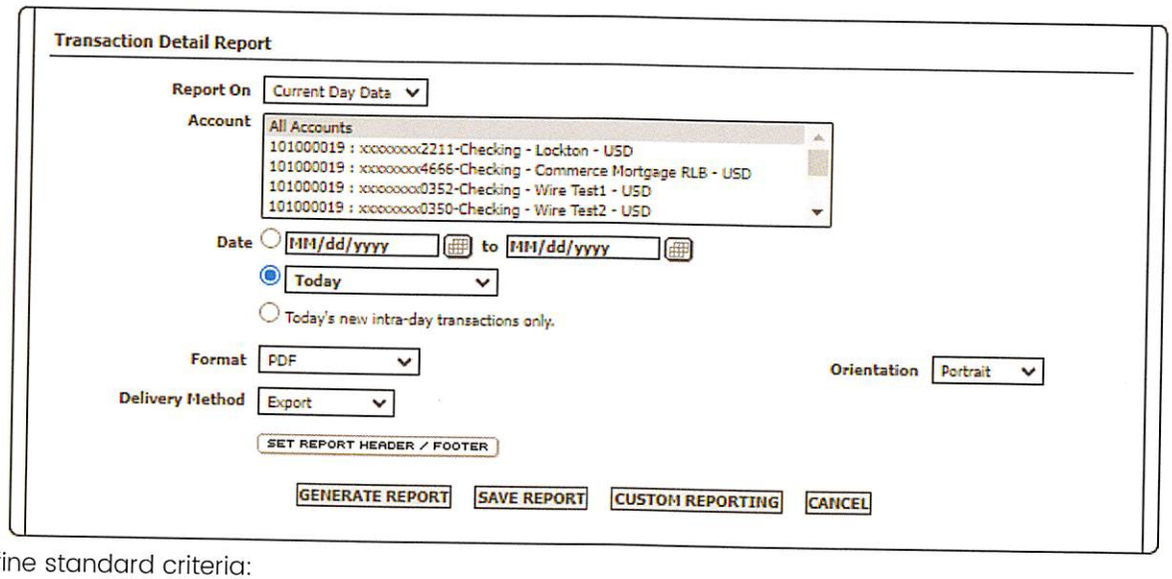
0-Day Float: 63.40
1-Day Float: 0.00
2 or More Day Float: 0.00
Description: MISC PAY TREASURY TRACE NO: 1010361777888999

Transaction Detail

Provides individual transaction details for the selected date range and account(s). This report has a data retention of 90 days and updates throughout the business day. Previous Day data is updated once in the morning. Current Day is updated in real-time.

Requires Information Reporting – Intra Day Detail and/or Previous Day Detail permissions to be granted.

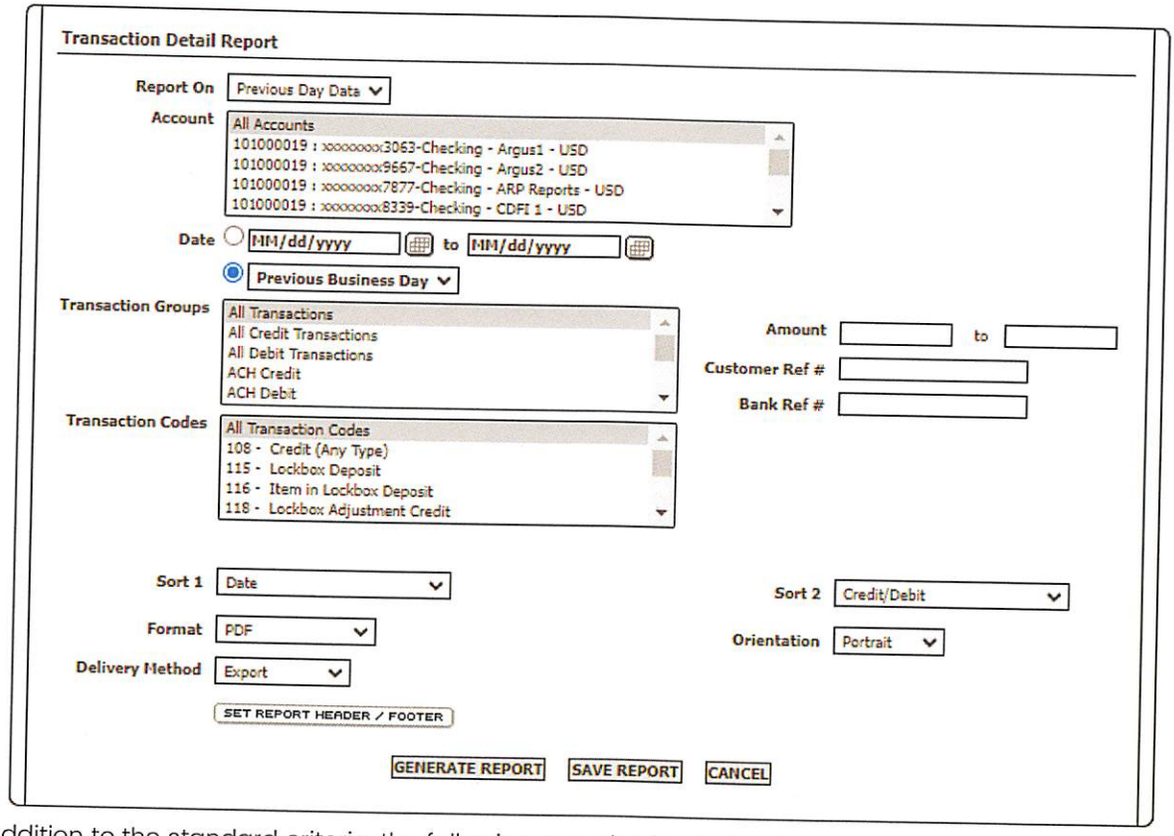
Standard Report Criteria



Define standard criteria:

- **Report On:** Select Previous or Current Day Data depending on User permissions.
- **Account**: Select All Accounts or the individual Account desired. Multiple accounts can be selected by using CTRL and/or SHIFT.
- **Date**: Use the calendar function to select the date range or Use the Date dropdown menu to select a predefined date range. E.g., Today, Current Week, Last 30 Days.
- **Today's new intra-day transactions only:** Shows only transactions loaded since the last time the User ran the report. Option only available for Current Day Data.

Custom Report Criteria



In addition to the standard criteria, the following can also be defined:

- **Transaction Groups:** Select All Transactions, All Credit Transactions, All Debit Transactions, or the individual Transaction Group, as necessary. The list will display all standard and custom Transaction Groups. Multiple Transaction Groups can be selected by using CTRL and/or SHIFT.
- **Transaction Codes:** Limit results based on the unique BAI codes that can occur within the selected Transaction Group(s). Use CTRL and/or SHIFT to select multiple at once.
- **Amount:** Enter the minimum and maximum amounts to be included. Both fields must be populated.
- **Customer Ref #:** Enter the Customer Reference Number. Leaving the field blank ensures all are included. Partial names can be used.
- **Bank Ref #:** Enter the Bank Reference Number. Leaving the field blank ensures all are included. Partial names can be used.
- **Sort 1**: Select the primary sort for the report. Options include Date, Transaction Type, Credit/Debit, Debit/Credit, Bank Reference Number, and Customer Reference Number. Credit/Debit ensures the Credit transactions precede the Debit transactions.
- **Sort 2**: Select the secondary sort for the report. Options include Date, Transaction Type, Credit/Debit, Debit/Credit, Bank Reference Number, and Customer Reference Number. Credit/Debit ensures the Credit transactions precede the Debit transactions.

Sample Report

Transaction Detail Report
Demo Customer
[redacted]

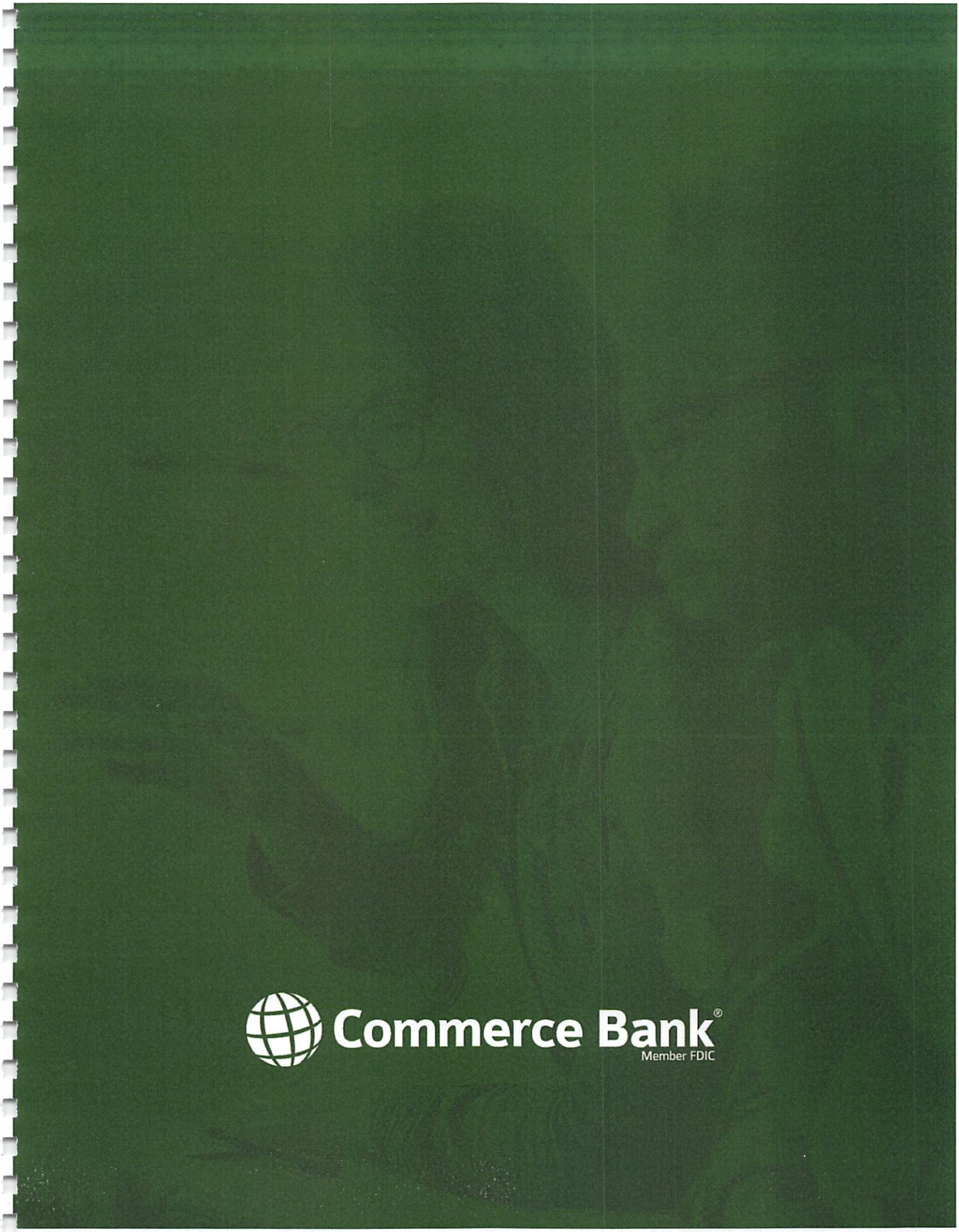
Account: All Accounts
Date Range: Previous Business Day
Start Date: [redacted]
End Date: [redacted]
Sorted By: Account Number, Date, Credit/Debit

Report On: Previous Day Data
Transaction Groups: All Transactions
Transaction Codes: All Transaction Codes

Bank ABA# : Demo - 012345672

Account : xxxxxxxx4567-Checking - General Demo - USD

Date	Transaction Type	Customer Ref. #	Bank Ref. #	Credit Amount	Debit Amount
[redacted]	Miscellaneous ACH	0	0	63.40	
	Credit				
	0-Day Float: 63.40				
	1-Day Float: 0.00				
	2 or More Day Float: 0.00				
	Description: MISC PAY TREASURY TRACE NO: 1010361777888999				
[redacted]	Incoming Money	0	0	116.42	
	Transfer				
	0-Day Float: 116.42				
	1-Day Float: 0.00				
	2 or More Day Float: 0.00				
	Description: WIRE TRAN 00009 ICN 000011				


Commerce Bank®
Member FDIC

Matthew Cox
VP, Relationship Manager
(417) 626-4035
Matthew.Cox@CommerceBank.com

Minda Lewis
AVP, Treasury Management Officer
(417) 837-5271
Minda.Lewis@CommerceBank.com

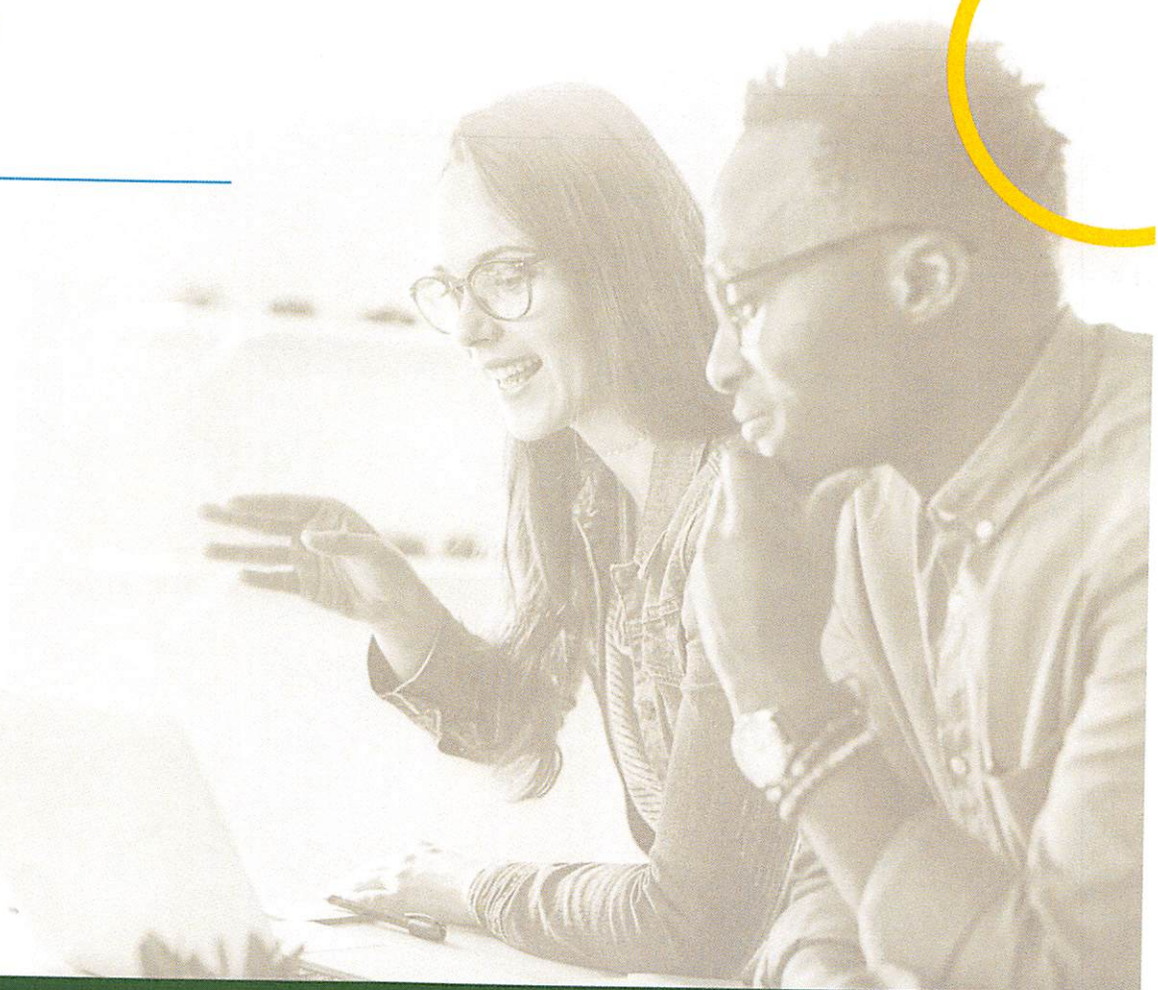
City of Joplin, MO

Response to Request for Proposal

Optional Services

Proposal Due:
February 12, 2026

Proposal Number:
2026-RFP-08



Commerce Bank®
Member FDIC

1820 E. 20th Street | Joplin, MO 64804
CommerceBank.com

7.1 Optional Banking Services

In addition to the basic services described the City requests proposals for optional banking services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.1.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

The repo sweep transaction is the last transaction of the nightly accounting cycle. Collected balances above the checking peg are swept into repo investment and collateralized with US Government bonds with principal and interest credited back the following business day. We will pay a sweep rate equal to the US Federal Reserve Bank's Interest On Reserve Balances (IORB) index minus 1.45%. With the IORB set by the Fed as of 01/31/26 at 3.65% https://www.federalreserve.gov/monetarypolicy/reserve-balances.htm, this would increase Joplin's interest rate to a floating 2.20%. We will waive the monthly repo sweep fee.

Investments in Securities are NOT FDIC Insured; NOT Bank-Guaranteed and May Lose Value. Prices and/or yields are subject to change and investments are subject to availability. Commerce Bank is not acting as your 'municipal advisor' within the meaning of Section 15B of the Securities Exchange Act and does not act in a fiduciary capacity. CMG is not a Portfolio Manager, nor an Investment Advisor.

7.1.2 Other Optional Services as identified by the proposing bank.

AP/Virtual Card

Commerce Bank's Virtual (AP) Card enables Joplin to leverage automated, electronic B2B payments and earn revenue share through a single-use ghost account (SUGA) card. This flexible payment strategy works with your existing accounting system and creates a new revenue stream while reducing operating costs. By converting paper-based payments (such as checks) to virtual card payments, Joplin will gain operational efficiencies, receive detailed reporting, and reduce expenses.

Payment Hub

Consolidate all of your supplier payment types into a single payment instruction file with a fully managed payments program. Payment Hub maintains all supplier assigned payment types, manages vendor information, facilitates payments, and creates a reconciliation file back to your ERP system. This one-payment-file solution supports Virtual (AP) Card, ACH, Check, and Specialty payments to suppliers.

Integrated Receivables

Navigating the intricate world of business-to-business payments can challenge even the most efficient Accounts Receivable (AR) departments. In an era increasingly dominated by electronic transactions, businesses encounter complex challenges with reconciliation, credit management, and collections, as well as claims and deductions. CommercePayments® Integrated Receivables is engineered to seamlessly navigate these complexities.

This comprehensive AR solution streamlines your entire order-to-cash cycle — from credit assessments to debt collections. It serves as your all-in-one financial management toolkit, offering customizable modules to supercharge various aspects of your financial operations. These tools help you optimize cash flow, minimize manual errors, and free up your team to focus on more strategic tasks.

Source to Pay

CommercePayments® Accounts Payable Automation helps businesses reduce the manual workload of traditional invoice processing. By combining AI-driven data capture, touchless processing and electronic workflows, this solution helps you manage cash flow more efficiently and gain greater visibility into your payables process.

Equipment Financing

Commerce Bank Equipment Finance, a member of the Equipment Leasing and Finance Association, provides a wide variety of attractively priced equipment-financing solutions that serve all business segments and most equipment types.

Capital Markets Group

Commerce Bank's Capital Markets Group (CMG) works closely with you to develop and execute an effective investment plan. CMG provides fixed income investment products and services to help you leverage excess operating capital without losing access to liquidity.

CMG offers numerous short-term alternatives to meet your investment needs. These fixed income products provide maturity, credit, size, and diversification characteristics, allowing investors to customize your investment portfolio.

Products and Services include:

- An extensive set of fixed income products to meet investment needs
- Cash management services
- Competitive overnight investment options
- Full custody services (pledging, safekeeping)
- Investment products and services to correlate with your investment policy
- Online access to view detailed account holdings and activity
- Ladder investment maturities to meet cash flow requirements
- Systematic and continuous investment of operating funds and capital

Regulatory Disclosure/Disclaimer: Government fund sold through prospectus. Read carefully before investing. Investments in Securities are NOT FDIC Insured; NOT Bank-Guaranteed and May Lose Value. Information contained herein is from sources deemed reliable but cannot be guaranteed. Prices and/or yields are subject to change and investments are subject to availability. The Capital Markets Group of Commerce Bank does not provide tax advice. Please refer to your tax professional.

More information on these solutions have been shared on the following pages.

CommercePayments®

AP Card

Pay vendors with a virtual credit card.

Automate payments and earn revenue.

Easily customized for your business, the CommercePayments® AP Card is a virtual credit card program that works with your existing accounting system and provides an opportunity to reduce manual Accounts Payable (AP) processes and earn your business monthly revenue share by simply replacing paper checks with electronic payments through the card networks.

As a flexible virtual credit card program, CommercePayments® AP Card supports automated accounts payable and purchasing within a single application and provides your organization operational efficiencies, enhanced controls and detailed reporting.

Automate manual processes and create a new revenue stream for your business while reducing operating costs, minimizing risk and maximizing float time.

- No software to host
- Reduce existing processes and procedures
- Minimize check expenses
- Keep existing banking relationships
- Earn revenue share

Acceptance with flexibility.

The virtual credit card program provides multiple acceptance options to fit your vendors' unique payment needs. Whether you pay vendors on a regular basis or need to accommodate an ad-hoc, one-time or point-of-sale purchase, the flexibility of a virtual credit card program will improve vendor relationships while maximizing your card volume and overall revenue share potential.

Payment options include:

"Pull" Payments

Virtual credit cards are assigned to vendors and loaded with the exact invoice amount. An account number is provided with payment advice for one time use.

"Push" Payments

Payments are automatically deposited into the vendor's merchant account; payment advice is sent simultaneously, notifying the vendor of payment.

We enroll your vendors.

We do the heavy lifting – CommercePayments® enrollers will help you get your virtual credit card program up and running by contacting your vendors to set them up quickly and effortlessly with the payment option of their choice. Our team of enrollers will help you grow your program to achieve maximum revenue share potential.

- Dedicated Enrollment Team
- Ongoing enrollment throughout life of program
- Vendor Hotline

Your vendors benefit too.

Vendors can experience immediate and substantial benefits from accepting card payments, including:

- Increased cash flow
- Guaranteed funds
- Reduced A/R collection costs
- No credit check or credit limit required

Here's how it works.

Enrollment Campaign
Commerce Bank conducts a campaign to call and enroll vendors.

Since vendors and their payment preferences may occasionally change, Commerce Bank enrolls your new and existing vendors throughout the life of your program.

ERP Updates
Enrolled vendors are flagged in Client's ERP system for card payments.

Payment File
Client generates and sends payment file to Commerce Bank.

Payment File

Vendor ID	Invoice #	Invoice Date	Amount	Merchant Label	Merchant Value
ABC58483	23456	12/30/2020	$ 2,357.93	Payment Num	83725
ACM92843	34567	12/18/2020	$ 3,456.78	Payment Num	83726
FRI64504	98765	12/22/2020	$ 123.88	Payment Num	83727
FRI64504	87654	12/21/2020	$ 987.65	Payment Num	83727
FRI64504	76543	12/23/2020	$ 45.76	Payment Num	83727

Real-Time Credit Limit Increase
Commerce Bank loads funds to virtual credit card(s).

Email Remittance
Commerce Bank sends email remittance with payment details to vendor(s).

"Pull" Payment Email Remittance

From: Commerce Bank
Sent: Monday, February 25
To: Smith, Joe
Subject: Process your transactions in order to receive payment

To receive payment for the below referenced invoice(s), please click on the Account Information link below and charge the total amount of $1,157.29 on your assigned Visa account. If you have questions, please contact a Commerce Bank Representative by calling 866-927-5419.

Account Information (Click Here)

Invoice Number	Amount
98765	$123.88
87654	$987.65
76543	$ 45.76
Friendly Companies record identifier: REQ00000611 Total to process:	$1,157.29

"Pull" Payment
Vendor runs virtual credit card number for invoice amount.

"Push" Payment
Funds are automatically deposited into vendor's merchant account.

Reconciliation
Commerce Bank sends reconciliation report to Client.

We Uncomplicate the Complicated.

In today's complex payments world, it's critical to have strategists and consultants on your side to help you meet the opportunities and challenges you have.

The CommercePayments® team understands that your business comes with its share of challenges. We help you to anticipate, plan for and address these challenges by giving customized advice and recommending the right products and services based on your unique business situation.

We have high-touch, high-service strategists dedicated empowering your payments. But the payments business demands more, and that's why our team of consultants makes the difference in helping you uncomplicate the complicated. Contact a CommercePayments® representative today to get started.



CommercePayments®

Payment Hub automation can save you time and money.

Streamline AP processes.

CommercePayments® Payment Hub can transform your payment processes through AP automation.

By seamlessly integrating or interfacing with your existing ERP system, Payment Hub streamlines vendor payments and customizes supplier payment options from a single payment file. Commerce Bank enrolls suppliers in their preferred payment option: AP virtual credit card, ACH, check or wire. Additionally, Payment Hub maintains supplier information, creates a reconciliation file back to your organization, and manages escheatment.

Payment Hub replaces time-consuming manual tasks and streamlines AP processes. But with Payment Hub, you're not just managing payments — you're saving time and generating revenue.

Supplier enrollment.

Our dedicated enrollment team contacts and enrolls suppliers in their preferred payment option: AP virtual credit card, ACH, check or wire. The team encourages conversions to AP virtual credit card, helping you grow revenue share profits.

Here's what to know:

- Enrolls suppliers and encourages conversions to AP virtual credit card
- Enables supplier payments in their preferred payment option: AP virtual credit card, ACH or check
- Integrates with your existing ERP system
- Automates vendor payments from a single payment file
- Generates a reconciliation file back to system
- Moves supplier support responsibilities from an external partner to our internal team
- Saves time and money by eliminating manual processes
- Grows revenue share profits from AP card payments
- Simplifies reconciliation
- Improves cash management with same-day payment insights
- Mitigates fraud risks by easily cross-referencing payments with invoices
- Enables AP department employees to focus on strategic, revenue-generating activities

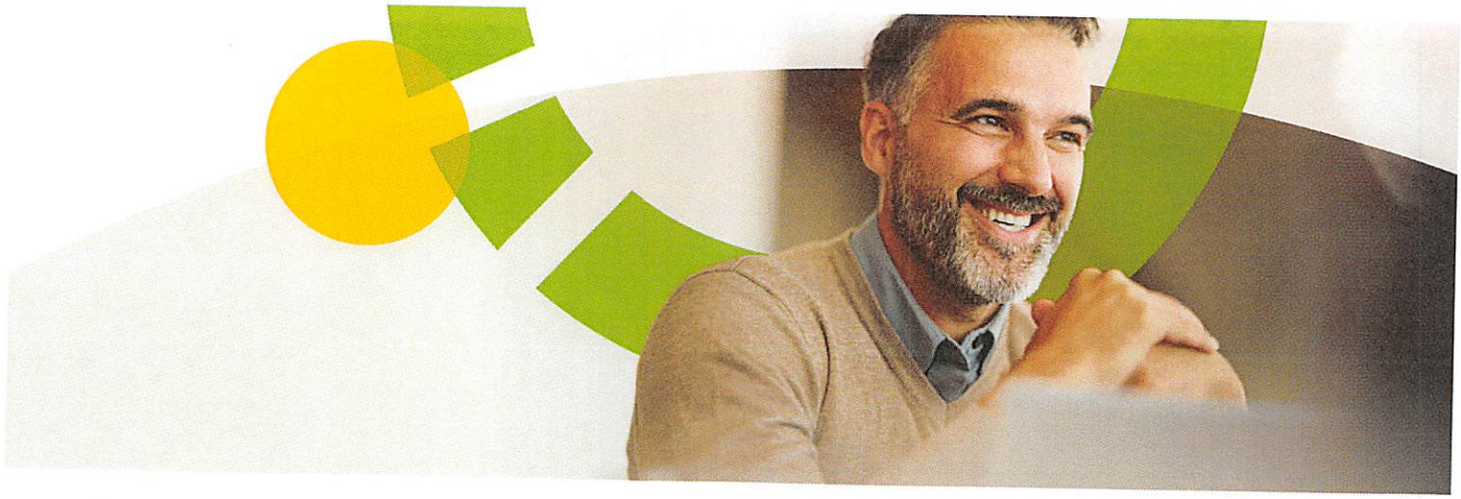


From a single payment file, suppliers can be paid in their preferred method.

- AP VIRTUAL CREDIT CARD
- ACH
- CHECK
- WIRE

We uncomplicate the complicated.

In today's complex payments world, we understand that your business needs personalized solutions for your unique challenges. Our experienced CommercePayments® team is ready to help. Contact a representative today at commercepayments@commercebank.com.



CommercePayments®

Streamline your operations through automation.

Optimize your cash flow.

Navigating the intricate world of business-to-business payments can challenge even the most efficient Accounts Receivable (AR) departments. In an era increasingly dominated by electronic transactions, businesses encounter complex challenges with reconciliation, credit management, and collections, as well as claims and deductions. **CommercePayments® Integrated Receivables** is engineered to seamlessly navigate these complexities.

This comprehensive AR solution streamlines your entire order-to-cash cycle — from credit assessments to debt collections. It serves as your all-in-one financial management toolkit, offering customizable modules to supercharge various aspects of your financial operations. These tools help you optimize cash flow, minimize manual errors, and free up your team to focus on more strategic tasks.

Tailored financial management features.

Customize your CommercePayments® Integrated Receivables experience by selecting the specific features that align best with your business needs. From credit management to collections, each option is designed to make your financial operations smoother and more efficient:

- **Credit Management:** Streamline the credit application process by sending, tracking, and managing customer credit applications — all in one place.
- **Invoice Delivery:** Simplify and automate the sending of invoices across multiple channels, including email, EDI, fax, mail, or directly through a supplier's accounts payable portal.
- **Cash Application:** Elevate your cash application process with artificial intelligence that consolidates communication and remittance details into one system, employing optical character recognition and automated matching to boost precision and productivity.
- **Claims and Deductions:** Gain better control over payment discrepancies by automating the identification and resolution process for claims and deductions.
- **Collections Management:** Speed up cash collection with features like rule-based task lists, predictive analytics, and multiple online payment options.



Take the next step in financial efficiency.

Ready to take your AR process to the next level? With CommercePayments® Integrated Receivables, you unlock a comprehensive suite of solutions tailored for streamlined operations and peak effectiveness. Automate your operations, reduce manual and repetitive tasks, and free up your team for more value-added activities. Reach out to us today to discover how you can tailor this dynamic solution to meet your unique business needs.

About CommercePayments® Treasury Solutions.

CommercePayments® Treasury Solutions is a suite of products backed by a team of seasoned payment professionals, and offered by Commerce Bank, one of America's top 50 banks by asset size[1]. Utilizing data-driven insights and rigorous operational reviews, we act as your trusted advisors. Our unwavering commitment to excellence ensures that your payment processes are not just simplified, but also secure and efficient. Choose us for a seamless, value-added payments experience.

1. https://www.commercebank.com/about-us/by-the-numbers



CommercePayments®

Optimize your working capital by automating your accounts payable processes.

CommercePayments® Accounts Payable Automation helps businesses reduce the manual workload of traditional invoice processing. By combining AI-driven data capture, touchless processing and electronic workflows, this solution helps you manage cash flow more efficiently and gain greater visibility into your payables process.

Why automate with CommercePayments®?

Manual processing reduces productivity and increases the risk of error. Automation helps you:

- **Increase speed and visibility:** Accelerate closing procedures and gain near-real-time insight into invoice status.
- **Reduce risk:** Maintain a full audit trail and use rule-based workflows to help identify duplicate payments or fraud.
- **Improve supplier relationships:** Expedite approvals to facilitate on-time payments and faster dispute resolution with near-real-time communication tools.
- **Lower operational costs:** Reduce expenses associated with paper handling, physical archiving and manual data entry.

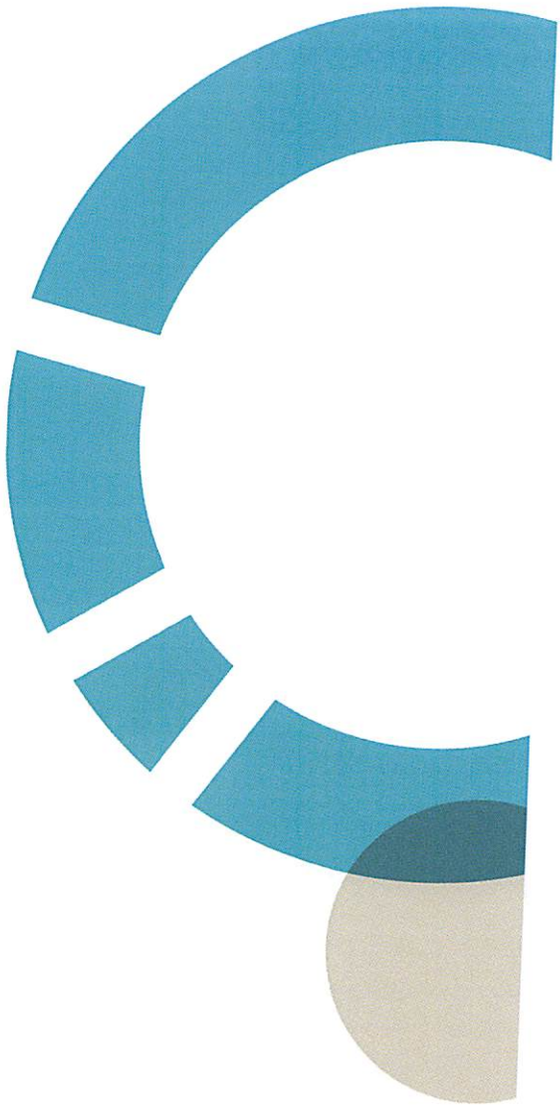
Features at a glance.

- **AI-driven data capture:** Automatically captures and extracts invoice data from multiple different channels (email, portal, paper and more) to minimize manual entry.
- **3-way matching:** Verifies invoices against purchase orders and goods receipts to help prevent overpayment.
- **Touchless processing:** Automatically routes invoices for approval based on your specific business rules.
- **Mobile approvals:** Allows managers to review and approve invoices from anywhere through the mobile application.
- **ERP integration:** Seamlessly connects with any enterprise resource planning (ERP) system to sync data and reduce double entry, including prebuilt integrations for SAP®, Oracle® and Microsoft Dynamics 365. The solution also supports simultaneous integration with multiple ERPs, simplifying management for complex environments, including those driven by mergers and acquisitions.
- **Supplier portal (add-on service):** Vendors can check payment status through a self-service portal, reducing inbound support calls.

How it works.

We automate the entire life cycle — from the moment an invoice arrives to the final payment execution.

1. **Receive and capture:** Invoices are automatically ingested from any source (email, EDI, paper). Machine learning technology extracts and populates the data (or auto-approves it when no exception is detected).
2. **Verify and manage:** The system performs a 3-way match against your purchase orders. If exceptions occur, they are flagged for review.
3. **Approval workflow:** Validated invoices are routed digitally to the correct approver. Once approved, the booking entry is created in your ERP.
4. **Payment execution:** Approved payment files can be transmitted to Commerce Bank for execution through your preferred method (virtual credit card, ACH or check).
5. **Archive and audit:** A link to the archived invoice image is accessible directly from your ERP, maintaining a complete audit trail for compliance.



About CommercePayments®.

From simple process enhancements to full-scale automation tools, CommercePayments® delivers innovative financial solutions to create profitability, increase visibility into payments, reduce fraud risks and decrease costs overall. Our high-touch services and growing suite of solutions solve challenges across the payments landscape, and as trusted advisors, we're committed to seeing your business thrive by helping you navigate today's complex financial environment.



You've done the research and determined your equipment needs. The next step is to review your financing options. While a competitive rate is important, the truth is a modest savings up front can pale in comparison to what can be gained by properly structuring your financing.

The Commerce Bank Equipment Finance* team takes the time to understand your business objectives, equipment management plan and your overall tax situation to ensure our equipment financing solution is tailored to best suit your business needs. The result helps maximize cash flow, eliminates record-keeping hassles and helps to manage your equipment more efficiently.

Our equipment financing products cover a wide-range of needs:

- Transportation equipment
- Manufacturing and production equipment
- IT equipment
- Medical equipment
- Corporate aircraft
- Agricultural equipment
- Essential-use equipment for political subdivisions



Make assets and capital work for you.

Whether you're a manufacturer, distributor or end-user of capital equipment, we make it easier to:

- Improve cash flow
- Conserve bank credit lines
- Maximize return on assets
- Maximize tax benefits

Commerce Bank Equipment Finance, a member of the Equipment Leasing and Finance Association, provides a wide variety of attractively priced equipment financing solutions that serve all business segments and most equipment types. In addition to traditional loan financing, solutions may include:

Non-tax-oriented lease: The lessee has the ability to claim the depreciation and interest deductions. This financing option is similar to a regular bank loan on both the lessee's and lessor's financial statements.

True-tax-oriented lease: Commerce Bank Equipment Finance retains the tax benefits of equipment ownership resulting in reduced rental costs when compared to a non-tax oriented lease.

Operating lease: This term is used exclusively for accounting purposes. An operating lease allows for the use of an asset, but does not convey or pass ownership of the asset. In order to qualify as an operating lease, it must meet all four FASB requirements.

Municipal lease: Designed for public entities including schools, counties, cities and other taxing districts. Generally used for essential equipment and features cost-effective interest rates.

Commerce Bank
Member FDIC
Challenge Accepted.

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*Commerce Bank Equipment Finance, Inc. is a subsidiary of Commerce Bank.

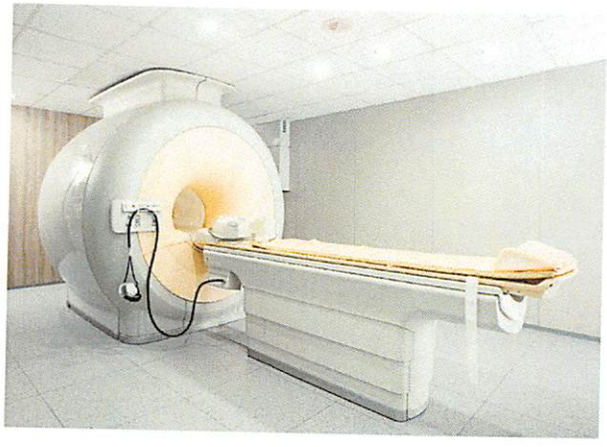
commercebank.com/cbief

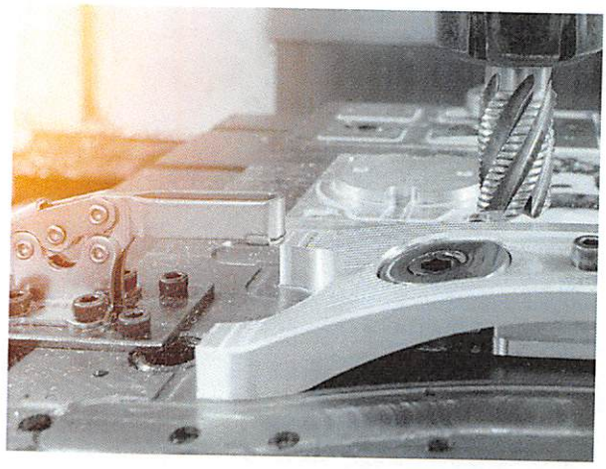
MF3917 10/18

Equipment Financing Tailored to Your Needs

TRAC lease: A tax-oriented lease designed for qualified motor vehicles. It transfers the risks and rewards of ownership to the lessee via the Terminal Rental Adjustment Clause (TRAC).

Synthetic lease: A hybrid of both the true-tax-oriented lease and non-tax-oriented lease that is structured so that the lessee is the owner of the equipment (non-tax-oriented) while giving the lessee an option to return the equipment after a specified period.





Challenge Accepted.

One of the greatest advantages to being in business for more than 150 years is that we've seen and solved almost every conceivable business challenge there is. And while banking may have changed over time, what makes a good bank hasn't. We value relationships and we want the best for your business. We can't wait to work with you.

Commerce Bank®
Member FDIC
Challenge Accepted.

commercebank.com/cbief

MK3917 10/18

CITY OF JOPLIN
JOPLIN, MO

2026-RFP-08

REQUEST FOR PROPOSAL
BANKING SERVICES

January 8, 2026

Prepared by:

Leslie Haase, CPA, CMA
Director of Finance
City Hall, 602 S. Main
Joplin, MO 64801
(417) 624-0820 ext 1251

CITY OF JOPLIN
TERMS AND CONDITIONS
REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

a. **Amendment** means a written, official modification to an RFP or to a contract.

b. **Attachment** applies to all forms, which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

c. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the physical receipt of sealed bids by the Department in its office.

d. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

e. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

f. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.

g. **Exhibit** applies to forms, which are included with an RFP for the offeror to complete and return with the sealed proposal prior to the specified opening date and time.

h. **Request For Proposal (RFP)** means the solicitation document issued by the Finance Department to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.

i. **May** means that a certain feature, component or action is permissible, but not required.

j. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a proposal being considered non-responsive.

k. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and /or services required in the RFP. The pricing pages must be completed and returned by the offeror with the proposal prior to the specified proposal opening date and time.

l. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri.

m. **Shall** has the same meaning as the word must.

n. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the Finance Department if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive procurement process, etc., must be directed to the Finance Department as indicated on the first page of the RFP. Such communication should be received at least seven calendar days prior to the official proposal opening date.

Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received by the Finance Department less than seven calendar days prior to the RFP opening date may not be answered.

b. Offerors are cautioned that the only official position of the City of Joplin is that position which is stated in writing and issued by the Finance Department in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

c. During the bidding process all vendors must contact the Finance Department for any questions or clarifications of information contained in this RFP. Vendors are required to refrain from contacting any City employee concerning this RFP, during the course of the bidding process.

d. If a pre-bid conference is scheduled, this is the proper time to submit initial questions relevant to the RFP. This will give an equal opportunity for ALL vendors to hear and respond to ALL questions concerning the specifications in a fair and impartial way.

e. The Finance Department monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by

offerors, or any other anti-competitive conduct by offerors, which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

f. The RFP is mailed to potential offerors at the current address maintained on the vendor registration file in the Finance Department. If any portion of the address is incorrect, the bidder must notify the Finance Department in writing upon receipt of the document. Any subsequent amendment to an RFP shall be mailed to the same address as the original RFP unless otherwise notified.

g. The Finance Department reserves the right to officially modify or cancel an RFP after issuance. Such a modification shall be identified as an amendment.

3. PREPARATION OF PROPOSALS

a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.

b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

c. Prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF PROPOSALS

Sealed Formal Proposals - ($15,000 and Over)

a. A proposal submitted by an offeror must (1) be signed by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, (3) be priced as required, (4) be sealed in an envelope or container, and (5) be mailed or hand delivered (not faxed) to the office of the Finance Department and officially clocked in no later than the exact opening time and date specified in the RFP.

b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope.

c. A proposal may only be modified or withdrawn by signed, written notice, which has been received by the Finance Department prior to the official opening date and time specified. A proposal may also be withdrawn or modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic request to withdraw or modify a proposal shall not be honored.

d. Offerors must sign and return the RFP cover page in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so shall result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

5. FACSIMILE DOCUMENTS - SEALED FORMAL PROPOSALS

All responses to sealed RFP's and amendments to sealed RFP's, including "no bid" responses and requests to modify a proposal, must be delivered to the office of Finance Department in a sealed envelope or container. Submission by unsealed facsimile, telegram or telephone is not acceptable. However, sealed proposals containing faxed pages are acceptable. In addition, requests to withdraw proposals may be submitted by facsimile but must be received by the Finance Department prior to the official opening date and time specified.

6. SEALED FORMAL PROPOSAL OPENING

a. Sealed formal proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the offerors shall be read at the proposal opening. The contents of the proposals shall not be disclosed.

b. It is the offeror's responsibility to ensure that the proposal is delivered by the official opening date and time to the Finance Department.

c. Proposals, which are not received by the Finance Department prior to the official opening date and time, shall be considered late, regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the offeror. Late proposals shall not be opened.

7. EVALUATION/AWARD

a. Any clerical error, apparent on its face, may be corrected by the Finance Department before contract award. Upon discovering an apparent clerical error, the Finance Department shall contact the offeror and request written clarification of the intended proposal. The corrections shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

b. Any pricing information submitted by an offeror but not reflected on the pricing page shall be subject to evaluation if deemed by the Finance Department to be in the best interests of the City of Joplin.

c. Unless otherwise stated in the RFP, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of RFP and (2) is the lowest and best proposal, considering

price, responsibility of the offeror, and all other evaluation criteria specified in the RFP.

e. In the event all offerors fail to meet the same mandatory requirement in an RFP, the Finance Department reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the Finance Department reserves the right to waive any minor irregularity or technicality found in any individual proposal.

f. When evaluating a proposal, the City of Joplin reserves the right to consider relevant information and fact, whether gained from a proposal, from an offeror, from an offeror's references, or from any other source. The City reserves the right to accept or reject any and all proposals.

g. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.

h. Any award of a contract shall be made by written notification from the Finance Department to the successful offeror. The Finance Department reserves the right to make awards by item, group of items, all or none, or a combination thereof, with one or more suppliers.

i. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

j. The Finance Department reserves the right to request written clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response shall be subject to acceptance or rejection without further clarification.

8. CONTRACT/PURCHASE ORDER

a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

b. A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the contractor's response (proposal) to the RFP, and (3) Finance Department's acceptance of the response (proposal) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "purchase order."

c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services.

d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the City of Joplin or by a purchase order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

9. APPLICABLE LAWS AND REGULATIONS

a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.

b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the Finance Department.

c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.

d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.

10. CONFLICT OF INTEREST

a. Officials and employees of the City of Joplin, its governing body, or any other public officials of the State of Missouri must comply with provisions of the Joplin City Code as well as Sections 105.452 and 105.454 RSMo regarding conflict of interest.

b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships, which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships, which create such a conflict.

11. REMEDIES AND RIGHTS

a. No provision in the contract shall be construed, expressly or implied, as a waiver by the City of Joplin of any existing or future right and/or remedy available by law in the event of any claim by the City of Joplin of the contractor's default or breach of contract.

b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the City of Joplin of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of

action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the City of Joplin.

12. CANCELLATION OF CONTRACT

a. In the event of material breach of the contractual obligations by the contractor, the Finance Department may cancel the contract. At its sole discretion, the Finance Department may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the Finance Department within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

b. If the contractor fails to cure the breach or if circumstances demand immediate action, the Finance Department will issue a notice of cancellation terminating the contract immediately.

c. If the Finance Department cancels the contract for breach, the Finance Department reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Finance Department deems appropriate and charge the contractor for any additional costs incurred thereby.

13. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the Unites States mail postage prepaid, transmitted by facsimile, or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

14. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program, which shall include:

a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;

b. The identification of a person designated to handle affirmative action;

c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;

d. The exclusion of discrimination from all collective bargaining agreements; and,

e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning. If discrimination by a contractor is found to exist, the Finance Department shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all offeror's lists issued by the Finance Department until corrective action by the contractor is made and ensured, and referral to the attorney General's Office, whichever enforcement action may be deemed most appropriate.

15. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provision of the Americans with Disabilities Act. (ADA).

16. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

City of Joplin
Terms and Conditions
Request for Proposal

INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

1.1 The City of Joplin invites qualified local banking institutions to submit proposals for the provision of banking services as described in the attached specifications. Sealed proposals will be received until **10 a.m. on Thursday, February 12, 2026** at the office of the Director of Finance, 602 South Main Street, Joplin, Missouri 64801.

1.1.1 The contract is for four (4) years commencing July 1, 2026 and extending through June 30, 2030. The contract may be extended by the mutual consent of the Depository and the City for an additional one (1) year or until another depository is selected.

1.1.2 Whenever temporary idle funds are available, the City may purchase certain short-term investments. All Financial Institutions which meet the minimum qualifications set forth in this document will be given an opportunity to be placed on the investment bid list and to participate in the bidding process at the time these instruments are sought for purchase.

2. QUALIFICATIONS

2.1 To qualify as a depository for City funds, the Financial Institution must meet the following qualifications:

2.1.1 The proposer must be a chartered banking institution with branch banking facilities located within the city limits of Joplin, Missouri. The branch bank of the proposer located within the City must be able to offer the full range of banking services required by this Request for Proposal (RFP).

2.1.2 All banks submitting proposals must be full-service banking institutions capable of providing at least those services identified in Exhibit A.

2.1.3 All banks submitting proposals must collateralize 106% of the City's deposits in excess of applicable FDIC insured funds in accordance with the City's Investment Policy (Exhibit C). The acceptable collateral includes United States Treasuries, GNMA (Government National Mortgage Association), U.S. Government Agency or U.S. Government Sponsored Entities as set forth in Section 2-228 of the City's Investment Policy. Any such collateral shall be provided as required by the City Investment Policy.

2.1.4 The successful bidder will be required to enter into a depository agreement substantially similar to the one identified as Exhibit B.

2.1.5 The investment activities of the City will in no way be affected by the appointment of a banking institution to handle the City's regular checking account. All investment activities will be handled at the direction of the City's Finance Director and in accordance with state laws.

2.1.6 The City reserves the right to rescind the appointment of a banking institution should the banking relationship become unsatisfactory. This will require a majority vote of the City Council.

2.1.7 The City reserves the right to reject collateral after review, based upon collateral evaluation, existing market and financial conditions.

3. PROCEDURAL INSTRUCTIONS:

3.1 The intent of this Request for Proposal (RFP) is to select one banking institution to provide basic banking services to the City of Joplin, Missouri. However, the City may also elect to award an agreement to the winning proposer for any or all optional services.

3.2 Each proposer shall use the attached Proposal Form, Exhibit A, and Optional Services Proposal Form, Exhibit A-1, or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety. The proposal must include a copy of the banking institutions latest financial report.

3.3 If a service cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. Equivalent alternative proposals for any and all of the optional banking services will be considered.

3.4 Proposals must be submitted in a sealed envelope or package bearing the title "City of Joplin, Banking Services Proposal, "2026-RFP-08" along with the proposer's name and address. The proposer shall return three (3) copies of completed proposal forms and other required information to Leslie Haase, Finance Director, City of Joplin, 602 South Main Street, Joplin, MO 64801, no later than 10 a.m. on Thursday, February 12, 2026. It is the responsibility of the proposer to ensure that the proposal arrives on time at the correct location. The proposal must be valid for a period of 60 days from the date of receipt by the Finance Director.

3.5 All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon proposal opening and will be available for review upon request.

3.6 The Finance Director's office shall be the only contact for any or all aspects of this RFP. Questions should be directed to Leslie Haase, Finance Director, and telephone number: 417-624-0820, extension 1251 or e-mail address: LHaase@joplinmo.org.

3.7 The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.

3.8 If the banking institution does not execute an agreement within ten (10) working days of Council passage of a resolution awarding contract, the City may give notice to the banking institution of the City's intent to select the next most qualified "proposing banking institution" or call for new proposals, whichever the Finance Director deems appropriate.

4. SELECTION PROCESS:

4.1 Criteria for evaluation of proposals shall be as follows:

4.1.1 Legal and other qualifications met by the proposer.

4.1.2 Completeness of proposal.

4.1.3 Financial strength and capacity of the banking institution.

4.1.4 Ability to meet requirements. All service requirements must be able to be installed and operating on the first day of the bank contract.

4.1.5 Total cost to the City.

4.2 Responsiveness to criteria:

4.2.1 Services will be evaluated on availability, time schedules, reporting and in the case of interest-bearing demand accounts, services will be evaluated on interest rates. Each proposer is required to submit examples of reports mentioned in Required Services.

4.2.2 All proposals from qualified public depositories that pass the completeness test and financial strength/capacity tests and provide a satisfactory service level will then be ranked based upon least total cost to the City. Total cost to the City is defined as the lowest combination of projected monthly service costs, highest earnings factor specified in banking institution's proposal and the resulting compensating direct fee.

4.2.3 The basic required service proposal will be evaluated separately from any optional service proposal. Please make each proposal separate so that each can be evaluated on its individual completeness and cost criteria.

5. CONTRACT TERMS

5.1 The selected banking institution shall be designated as the City's depository for a four (4) year period commencing on July 1, 2026. The Banking Services Contract may be extended for one (1) additional year upon written notice by the City under the same terms and conditions, thereby providing for up to five (5) years of depository and banking services.

5.2 The Banking Services Contract shall provide that either the City or the selected banking institution reserves the right to cancel any agreement at any time upon ninety (90) days written notice of its intent to terminate any agreement. A decision to terminate the depository contract during the initial two years of the contract may NOT be as a result of profitability or non-profitability by either party.

5.3 The City of Joplin Banking Services Contract is expected to be awarded at the City Council Meeting to be held on March 16, 2026 in the City Council Chambers, 602 South Main Street, Joplin, Missouri, 64801.

6. DESCRIPTION OF OPERATING SYSTEM

6.1 The City of Joplin currently maintains one general demand account, two zero-balance accounts one each for accounts payable and payroll, and six (6) special purpose checking accounts— Health Insurance, Flexible Spending, Joplin Municipal Division, Drug Forfeiture, TIF EATS and TIF PILOTS.

6.2 The City's main demand account performs as our general operating account and receives all maturing investments and City revenues. Disbursements are made by City checks, ACH transmissions and/or wire transfers.

7. REQUIRED BANKING SERVICES

Each proposer shall submit a comprehensive list of service prices by completing the service cost section (Exhibit A) of the RFP. This list will be considered all inclusive and the prices shown on the list shall be incorporated into the agreement and will be effective for the duration of the Banking Services Contract. Services will be evaluated on availability, costs, time schedules, interest rates and the applicability of optional services. The following categories are the basic package of required banking services:

7.1 Bank Accounts

7.1.1 Main Operating Account: The banking institution will furnish the city with a main operating account. Deposits are primarily made in checks with some currency and credit card transactions. Disbursements from the main account will be mainly through accounts payable checks, payroll checks, ACHs and a small number of wire transfers. The City of Joplin currently issues approximately 1,000 accounts payable checks per month and 300 payroll checks, with the remaining payroll issued through direct deposit. The average number of deposits per month is 450. Accounts payable and payroll checks should be charged against two separate zero-balance checking accounts and cleared against the main operating account. Supplying of imprinted checks is a City responsibility for the main operating account and the two zero-balance accounts.

7.1.2 Health Insurance: The banking institution will furnish the city with a checking account into which deposits will be made for health insurance premium costs for the city and employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average approximately 30 per month. This is an interest-bearing account.

7.1.3 Flexible Spending: The banking institution will furnish the city with a checking account into which deposits will be made for flexible spending accounts (FSA) for our city employees. Deposits are made by way of transfer from the Main Operating Account. Disbursements from this account will be mainly checks, ACHs, and a small number of wire transfers. The average number of deposits is 2 per month. Disbursements from this account average 30 per month. This is an interest-bearing account.

7.1.4 Joplin Municipal Division: This account is state mandated. The Joplin Municipal Court issues approximately 30 disbursements per month. Deposits are made in checks, currency, ACHs, and credit card. The average number of deposits is 30 per month. This is an interest-bearing account.

7.1.5 Drug Forfeiture: This account is federally mandated. Disbursements from this account are minimal, averaging less than 5 per month. The average number of deposits is 2 per month. This is an interest-bearing account.

7.1.6 TIF EATS: The City of Joplin issues approximately 5 TIF EATS checks per month. The average number of deposits is 5 per month. This is an interest-bearing account.

7.1.7 TIF PILOTS: The City of Joplin issues approximately 5 TIF PILOTS checks per year. The average number of deposits is 5 per year. This is an interest-bearing account.

7.1.8 Additional Accounts as Needed: The banking institution will provide the City with additional low volume special purpose checking accounts as the need arises. Such accounts will be provided with personalized and pre-numbered checks and deposit slips at no additional charge, and will be included in the total account analysis, with earnings credit given for collected balances and itemized charges compensated for through collected balance or fee payment through the primary demand deposit checking account. No charges will be made directly to any of these special accounts.

7.2 Banking Services

7.2.1 Electronic Funds Transfer: The Finance Department currently initiates wire transfers via the internet. This proposal is for internet access that would allow the Finance Department to initiate outgoing transfers and receive data on incoming and outgoing wire transfers.

The City has approximately 30 incoming and 15 outgoing wire transfers per month. The banking institution will provide for instant wire transfer of funds to any bank using the internet and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses. Incoming wires shall be posted to the City's account within one hour of being received by the bank. When there are both transfers in and transfers out during the same day, they will be treated as if occurring simultaneously, precluding any consideration of daylight overdrafts for purposes of the RFP. Wire service credit and debit notices must be reported daily and included in the monthly statement.

7.2.2 Account Maintenance

7.2.2.1 Deposits accepted and/or received by 2:00 p.m., will be credited to the account on that same day.

7.2.2.2 Monthly Statements showing the overall activity of the City's accounts will be provided. These reports shall include a monthly detailed analysis of the banking institution's cost of operating the City's accounts. All canceled checks will be available electronically. The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

7.2.2.3 Specific Contacts will be identified in both the branch and main office that are available during normal working hours to answer questions. These personnel shall be familiar with the City's accounts and the Banking Services Contract.

7.2.2.4 Insufficient Fund returned checks will be automatically presented for collection a second time.

7.2.2.5 Safety Deposit Box is required for the City that must be at least 8 ½" x 11" in size.

7.2.2.6 Branch Locations are utilized by various departments to make night deposits for the pools, golf course, and others. Please provide a listing of branch locations that offer a night depository drop off box.

7.2.2.7 Depository Credit/Debit Card Transactions: The City currently accepts MasterCard, VISA, American Express and Discover credit cards as a means for payment at the following locations:

- Public Works – 1 Machine
- Finance – 2 Machines
- Parks Athletic Complex – 1 Machine
- Parks Pools – 1 Machine
- Municipal Court – 2 Machines
- Jail – 1 Machine
- Police – 1 Machine
- Health – 2 Machines
- Museum – 1 Machine
- MAPS – 1 Machine
- Fire – 1 Machine

A separate merchant number is needed for each location. Additional locations could be added in the future. Also, the City requires EMV Chip Card technology on these machines.

7.2.2.8 Direct Deposit of Payroll Checks is currently a benefit to employees. The bank should indicate the minimum number of working days prior to the date of payment that the City would be required to deposit payroll monies and provide the transmission information. Funds should be available to employees at their respective banks at the time of opening on the date of payment. The City of Joplin is on a bi-weekly payroll schedule (26) pay periods per year.

7.2.2.9 On-line Banking Services including:

7.2.2.9.1 Positive Pay Services
7.2.2.9.2 On-line Stop Payment Services
7.2.2.9.3 Imaging
7.2.2.9.4 On-line reporting for banking transactions
7.2.2.9.5 On-line Wire Transfers & Account Transfers

7.3 Compensation

Each month the bank will be compensated for the services provided. The following procedures will be followed:

7.3.1 The bank will compute the actual cost to service the account based on the transaction volumes and the actual services provided. All fees will be deducted from the general account.

7.3.2 The bank will calculate interest earnings and deposit them into the general account and each of the special purpose checking accounts monthly.

7.3.3 The charges calculated in this section shall be the sole compensation to the bank for account services provided.

7.3.4 The bank agrees to abide by the service charges submitted in its proposal for a period of four (4) years and one additional year by agreement of both parties.

7.4 Optional Banking Services

In addition to the basic services described the City requests proposals for optional services. A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. The "Selection Criteria" set forth previously herein applies to the selection of a banking institution for optional banking service(s). The City may be interested in the following optional banking services:

7.4.1 Automatic Overnight Investments

At a mutually agreed upon time each working day, the prior day's net collected balance shall be invested overnight through the banking institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

7.4.2 Other Optional Services as identified by the proposing bank.

8. VOLUME OF ACTIVITY – MONTHLY AVERAGE

8.1 Number of deposits	450
8.2 Number of A/P checks written	1,000
8.3 Number of Payroll checks written	300
8.4 Number of Payroll direct deposits	1,600
8.5 Number of wire transfers in/out	15/10
8.6 Number of credit card transactions	2,000
8.7 Dollar value of credit card transactions	$200,000
8.8 Average number of stop payments	5
8.9 Average daily balance-General Account	$95,000,000

9. The City has been carrying a higher average daily balance than normal. At any time, the City may invest idle funds. If the City invests idle funds, the average daily balance would be approximately $40,000,000.

EXHIBIT A: PROPOSAL - BANKING SERVICES

The undersigned, a banking institution maintaining branch offices within the city limits of the City of Joplin, Missouri, submits the following bid for banking services for the four-year period beginning July 1, 2026, as per specifications and exhibits attached.

1. Bank Services to be provided:
    a. Demand deposit checking account services
    b. Additional checking accounts as specified in this Request for Proposal
    c. Electronic fund transfer notification and on-line banking
    d. Account reporting, maintenance, and service
    e. Credit/Debit card services
    f. Other services as specified in this Request for Proposal
2. Charges for Services

Please complete all items on the questionnaire and attach any supplemental material you wish. You may use a separate sheet of paper to answer the following questions. If there are other services your financial institution can provide that would benefit the City, please provide the cost of those services and how they would benefit the City. If your financial institution does not or cannot provide a specifically requested service, please indicate so. Please submit samples of reports (e.g., check printouts, bank statements, account analysis, etc.) The City retains the right to select any and/or all items listed in this questionnaire as services to be provided by the financial institution receiving the contract.

3. Contact

Who may we contact at your financial institution regarding this proposal?

_____	_____
Name	Title
_____	_____
Office Address	Phone

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
GENERAL ACCOUNT SERVICES:		
Checking Account Maintenance-Per Month	9	_____
ZBA Account Maintenance-Per Month	2	_____
ZBA Account Master Maintenance-Per Month	1	_____
Debits: Checks Paid Only-Per Item	1,100	_____
Debits: Electronic/Miscellanous-Per Item	80	_____
Credits: Electronic Deposits (ACH)-Per Item	300	_____
Collected Overdrafts-Per Item	20	_____
Deposit Assessment-based on Average Balance	20,000,000	_____
DEPOSITORY ACCOUNT SERVICES:		
Deposited Items: Cash Deposits	150,000	_____
Deposited Items: Coin Rolls	5	_____
Deposited Items: Branch Check Deposit-Per Item	3	_____
Image Cash Letter-Monthly Maintenance	1	_____
Image Cash Letter-Per Item	4,600	_____
Remote Deposit-Per Item	800	_____
Return Deposited Items	5	_____
Return Deposited Item Maintenance	2	_____
Return Deposited Item Email	15	_____
Recleared Checks-Per Item	5	_____
DISBURSEMENT SERVICES:		
Automated Stop Payment	5	_____
Auto Stop Pay-12 Month	5	_____

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
FUNDS TRANSFER SERVICES:		
ACH Monthly Maintenance	2	_____
ACH Items Originated-Per Item	3,500	_____
ACH File Originated-Per File	10	_____
ACH Return-Per Item	10	_____
ACH Delete-Reversal-Per Item	1	_____
ACH Debits Received-Per Item	70	_____
ACH Credits Received-Per Item	400	_____
ACH Same Day Origination-Per Item	1	_____
ACH Risk Manager	1	_____
EPA Account Filter Maintenance	9	_____
Wire Transfer-Incoming-Per Item	2	_____
Wire Transfer-Outgoing-Per Item	10	_____
Wire Transfer-International Outgoing-Per Item	1	_____
Wire Transfer-Advice Email Notification-Per Item	2	_____
Account Internal Funds Tranfer-Per Item	8	_____
Remote Deposit-Monthly Maintenance	1	_____
Remote Deposit-Site License	1	_____
Remote Deposit-Per Item	800	_____
RECONCILIATION SERVICES:		
Positive Pay-Per Item	1,200	_____
Positive Pay Maintenance-Per Account	5	_____

EXHIBIT A-1
2026 BANK BID FEE RESPONSE FORM

SERVICE DESCRIPTION	QTY (per Month)	Bid Fee/Response
Paper Debit Block	1	_____
Check Imaged Items-Per Item	1,100	_____
Check Image Maintenance-Per Account	5	_____
Returned Check-Non Payment-Per Item	3	_____
INFORMATION REPORTING SERVICES:		
Current Day Balance Reporting-per account	9	_____
Prior Day Balance Reporting-per account	9	_____
Current Day Transation Detail-per item	1,000	_____
Prior Day Transaction Detail-per item	1,000	_____
Online Access Base Charge	1	_____
Wire Module	1	_____
INTEREST OR EARNINGS CREDIT:		
Earnings Rate on Idle Funds	40,000,000	_____
Earnings Credit Allowance		_____

EXHIBIT A-2: PROPOSAL - OPTIONAL BANKING SERVICES FEE

Automatic Overnight Investments (percent of earnings) _____

ATM's at certain city locations:

Any Other Optional Services:

EXHIBIT B

AGREEMENT
FOR DEPOSITORY SERVICES

THIS AGREEMENT, by and between the **CITY OF JOPLIN**, Missouri, whose address is 602 South Main Street, Joplin, Missouri 64801, hereinafter referred to as the "City" and XXXX Bank, whose address is XXXX, hereinafter referred to as the "Bank" is for professional banking services.

WHEREAS, the City desires to retain a Federally Insured Banking Association to provide general depository services.

WHEREAS, Requests for Proposals were issued; and

WHEREAS, the Bank has submitted a proposal and has been selected to provide the depository services.

NOW THEREFORE, WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hereto, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Bank agrees to perform all services in a professional and responsible manner and in accordance with this Agreement, the City's Request for Proposals incorporated herein by reference and attached hereto as Attachment "A", the Bank's Proposal dated XXX, incorporated herein by reference and attached hereto as Attachment "B". If the provisions of any Agreement document conflict with the provisions of any other Agreement document, either specifically or as to intent, the provision which allows the strictest construction shall control.

ARTICLE II - SCOPE OF SERVICES

I. Demand Deposit Checking Accounts

A). GENERAL ACCOUNT - The Bank Depository will provide a single bank account to handle the City's daily banking operations. Funds will be deposited into this account on a regular basis both by City personnel and by incoming wire transfers. Disbursements from this account will be accomplished by check drafts issued by the City as well as outgoing wire transfers initiated by authorized City personnel and transfers made to the City's imprest payroll account and imprest accounts payable account.

B). RATE OF INTEREST - The Bank Depository will grant XXXX. Such rates shall be in accordance with Bank's Response (Attachments "B" and "C").

C). IMPREST PAYROLL ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all City payroll disbursements to employees and remittances of payroll withholdings and deductions to the appropriate agencies. Sufficient amounts to cover checks or Automatic Clearing House (ACH) transactions presented for payment against the Payroll Account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

D). IMPREST ACCOUNTS PAYABLE ACCOUNT - The Bank Depository will provide an imprest (zero balance) account to process all accounts payable disbursements to vendors. Sufficient amounts to cover checks presented for payment against the accounts payable account will be automatically transferred by the Depository from the City's General Account at the close of each business day.

E). SUBSIDIARY ACCOUNTS - The Bank Depository will provide to the City the following additional demand deposit accounts required to be maintained separately from the City's general funds:

City of Joplin Health Insurance Account
City of Joplin Flexible Spending Account
Joplin Municipal Division Account
City of Joplin Drug Forfeiture Account
City of Joplin TIF EATS Account
City of Joplin TIF PILOTS Account

The Depository will also provide additional interest-bearing demand deposit accounts to the City as needed. All conditions and requirements applicable to existing subsidiary accounts will be applicable to any new accounts established during the term of the agreement. Such accounts will be provided with deposit slips and will be included in the total account analysis. No accounts may be opened in the name of the City without the authorization of the Director of Finance or the City Manager.

The rate of interest to be paid on ledger balances in these accounts will be the same as is paid on balances in the City's General Account.

F). AVAILABILITY OF FUNDS - The Bank Depository will agree to provide the City with same day credit for all cash deposits and for incoming wire transfers, provided these transactions are completed prior to 2:00 p.m. on any given regular business day.

Deposits of all cash equivalent items (U.S. Treasury checks, state warrants and money orders) as well as check drafts will be available for use by the City according to the Schedule of Availability submitted by the Depository with its proposal.

G). BANK STATEMENTS AND ACCOUNT RECONCILIATION - The Bank Depository will provide monthly bank statements as well as full and complete account reconciliation services for all accounts under the City's control according to the minimum standards set forth as follows:

* Bank statements on all accounts will be furnished to the City within ten (10) business days after the last working day of the calendar month.

* Bank statements will be issued on a calendar month basis covering a period from the first day of the month through the last day of the month.

* Supporting documentation such as deposit tickets; debit memos; and credit memos will be returned along with the respective bank statement. Cancelled checks will be available electronically.

* All bank statements and other correspondence relating to depository transactions or other banking services should be delivered to the Director of Finance or his designee.

H). COLLATERAL SECURITY - The Bank Depository will provide, at all times, pledged collateral in the amount of at least 106% for all City funds on deposit in excess of applicable FDIC insurance. All pledged collateral must be held in a third-party joint custody account in the name of the City and the Depository and must be held in instruments that are in strict compliance with Section 2-228, Authorized and Suitable Investments of the Joplin City Code. Collateral shall be released and/or substituted only upon the joint written authorization of the City and the Depository. The Depository agrees to provide the City with monthly statements of pledged collateral held in safekeeping that will include par value, coupon interest rate, current market value, maturity date, Cusip number and a description of the collateral. The Depository will be required to sign and abide by the terms of a separate Depository Security Agreement, being Attachment "D" attached hereto.

II. Other Banking Services

A). DEPOSIT SLIPS - The Bank Depository will provide the City with pre-printed deposit slips at no charge.

B). WIRE TRANSFERS - The Bank Depository will permit and facilitate direct

wire transfers into and out of City accounts from and to various Federal and State agencies as well as from and to other businesses and organizations. Prompt completion and notification of wire transfers is expected.

C). SERVICE CHARGES - The Bank Depository will assess fees against City Accounts as identified on Attachment "C".

D). SAFETY DEPOSIT BOX - The Bank Depository will provide the City with a safety deposit box at a Joplin branch location (minimum dimensions 8 1/2" X 11").

E). LOCKING BANK DEPOSIT BAGS - The Bank Depository will furnish and replace locking and non-locking bank deposit bags as needed.

F). DIRECT DEPOSIT SERVICES - The Bank Depository must be able to provide direct deposit of employee payroll earnings using the Automated Clearing House system, with the information provided through online banking services. The City maintains a bi-weekly payroll schedule with payday on every other Friday. Information will be transmitted to the Depository on the Wednesday preceding the Friday pay date. Employee earnings must be credited to their designated account(s) and available for their use by 8:00 a.m. on the appropriate Friday pay date. While the City does not require 100% participation in the direct deposit program, those employees choosing this method of payment must be allowed to make deposits into multiple accounts of their choice and be able to change the deposit location as frequently as City policy allows. (Note the City recognizes the normal schedule referenced above may have to be altered slightly due to holidays.)

G). NIGHT DEPOSITORY SERVICES - The Bank Depository will make available night depository services for evening and weekend events involving the collection of City funds, the location of which will be established by mutual agreement between the City and the Depository.

H). INSUFFICIENT FUNDS/RETURNED ITEMS - The Bank Depository will automatically redeposit any returned check into the City's General Account for which notification is not required. Items returned a second time as insufficient drafts will be debited against the City's General Account and promptly returned to the City for further collection action.

I). INVESTMENT SERVICES - The Bank Depository will provide the City assistance in the purchase or sale of U.S. Government securities. The Bank Depository will also provide, upon request, information pertaining to interest rates and general market conditions to assist the City in their investment program. These services are requested as operational assistance and not to be held as investment advisory assistance.

J). BANK LIAISON - The Bank Depository will provide an officer of the institution to serve, without compensation, as a liaison to the City in regards to the depository and other financial services offered by the Depository. This officer will also be available for consultation with City personnel and outside auditors when needed in matters involving the depository agreement and the services provided.

K). BANK CARD SERVICES - The Bank Depository will assist the City with the processing of credit card transactions and debit card transactions in various locations throughout the City. The City will pay all reasonable charges for installation, maintenance and consulting. A separate merchant number should identify each location.

ARTICLE III - AGREEMENT TIME

Performance hereunder will commence at 12:01 A.M. on July 1, 2026, and continue to and until 12:00 P.M., on June 30, 2030.

This Agreement may, at the option of the City, be extended for an additional term of one (1) year, upon the same terms and conditions. If City desires to extend this Agreement, it shall provide at least sixty (60) days' written notice.

City shall have the right to terminate this Agreement upon seven (7) days' prior written notice by Certified mail, return receipt requested, to the address mentioned above for breach of any of the terms and conditions of this Agreement. Upon termination, the obligation of the parties for further performance of the terms of this Agreement shall thereupon cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination.

ARTICLE IV - GENERAL CONDITIONS

1. The Bank shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance.

2. The Bank shall prosecute the work in a diligent manner.

3. This Agreement shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Bank warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Bank, to solicit or secure this

Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Bank, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Bank shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

ARTICLE V - RESPONSIBILITIES

The Bank shall:

a) Maintain its corporate office, or a full-service branch within the City limits of Joplin, Missouri;

b) Maintain its charter issued by the Federal Government and/or the State of Missouri;

c) Maintain Federal Deposit insurance;

d) Maintain a loan to deposit ratio of at least sixty percent (60%) in the Joplin Metropolitan Area; comply with the Federal Community Reinvestment Act; and support economic development activities and civic causes which demonstrate a commitment to the Joplin community, such as participation in Chamber of Commerce, Joplin Industrial Development Corporation and Joplin Industrial Development Authority and other City or Chamber sponsored economic development activities.

The City shall:

a) Cooperate with Bank's reasonable requests for assistance, and make available, a designated liaison to Bank; i.e., the Director of Finance or his designee.

b) Consider suggestions from Bank to streamline or improve procedures.

ARTICLE VI - ADOPTION OF REQUEST FOR PROPOSAL AND PROPOSAL AND ADDENDUM

The City and Bank acknowledge and agree that this Agreement is awarded based upon information submitted in Bank's Proposal and Addendum prepared in response to City's Request for Proposal. All services performed shall be in accordance with the Agreement documents as defined in Articles I and II above.

ARTICLE VII - INDEMNIFICATION

The Bank covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, and to indemnify the City for any loss or damage, arising out of Bank's negligence in the performance of services under this Agreement.

ARTICLE VIII - STATUS OF THE BANK

The Bank shall be and shall remain an independent Contractor with respect to all services performed hereunder and agrees to and does accept full and exclusive responsibility for the provision of the services in accordance with this Agreement.

ARTICLE IX - AGREEMENT

This Agreement and the attached Agreement Documents contain the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers in three (3) counterparts, each of which shall be deemed an original on this _____ day of _____, 2021.

FOR THE BANK

BY: _____
TITLE: _____

ATTEST:

BY: _____
Secretary

FOR THE CITY

BY: _____
Nicholas Edwards, City Manager

ATTEST:

BY: _____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

BY: _____
Peter C. Edwards, City Attorney

EXHIBIT C

CITY OF JOPLIN
INVESTMENT POLICY

Sec. 2-221. Generally.

It is the policy of the City of Joplin, Missouri to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and while conforming to the Constitution of the State of Missouri, and the City Charter of the City of Joplin, Missouri.

Sec. 2-222. Applicability of division.

This investment policy applies to the investment activities of the City of Joplin, Missouri except for the Policeman/Fireman's Pension Trust Fund, Employee Deferred Compensation Plan Funds, Barbee Trust Fund, Connor Trust Fund and Hager Book Trust Fund, which were organized and administered separately. The financial assets of all other funds, including the General Fund, Special Revenue Funds, Capital Projects Funds, Proprietary Funds, Internal Service Funds and Fiduciary Funds, and any other funds that may be created from time to time, shall be administered in accordance with the provisions of this policy.

Sec. 2-223. Standard of prudence.

(a) The standard of prudence to be used by investment officials shall be that of a "prudent person", which states, "investments shall be made with the judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in their management of their own affairs, not for speculation, but investment, considering the probable safety of their capital as well as the probable income to be derived" and shall be applied in the context of managing the entire portfolio.

(b) Investment officials, acting in accordance with the "prudent person" standard, shall be relieved of personal liability for an individual security's credit risks or market price changes, provided deviations from the expectations are reported in a timely fashion and appropriate actions are taken promptly to control adverse developments.

Sec. 2-224. Objective of investment program.

(a) Safety of principal is the foremost objective of the investment program. The cash investments of the City of Joplin, Missouri shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To obtain this objective, diversification of issuers, securities and maturities may be needed in order to reduce overall portfolio risk. Speculative investments or trading in the pursuit of gain or profit is prohibited.

(b) The investment portfolio shall be designed with the objective of obtaining a market rate of return throughout the budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow characteristics of the portfolio. The guideline used by the Director of Finance to determine whether the market rate of return is being achieved will normally be the 91-day U.S. Treasury Bill rate. If the 91-day U.S. Treasury Bill rate is not being achieved (an inverted yield curve being an example), the Finance Director should document the reason.

(c) The City of Joplin's investment portfolio will remain sufficiently liquid to enable the City to meet all operating and capital requirements, which might be reasonably anticipated.

Sec. 2-225. Duties of director of finance; investment committee.

(a) The Charter provides that the Director of Finance acts as city treasurer and has custody of all public funds belonging to the City. The responsibility for the day-to-day management of the City's investment portfolio is delegated to the Director of Finance. The Director of Finance shall establish written procedures for the operation of the investment program, consistent with this division and approved by the Investment Committee. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

(b) The investment committee is created and composed of the Director of Finance, the City Manager or designee, the City Attorney or designee, and one private sector investment professional that shall be hired through the regular procurement policies of the City of Joplin. Members of the investment committee shall meet at least quarterly to determine general strategies and monitor results. The investment committee shall include in its deliberations such topics as: economic outlook, portfolio diversification and maturity structure, potential risks to the City of Joplin's funds, expected cash flow requirements, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

Sec. 2-226. Ethics and Conflicts of Interests.

(a) Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with proper execution of the investment program, or which would impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business with the City of Joplin and they shall further disclose any personal financial investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

(b) All participants in the investment process shall seek to act responsibly as custodians

of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

Sec. 2-227. Depositories and brokers.

(a) Depositories shall be selected through the government's banking service procurement process, which shall include formal requests for proposals every four years. In selecting depositories, the credit worthiness of the institution shall be considered, and the Director of Finance shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. Included in the depository and banking services is the bid and evaluation of the overnight investment account.

(b) Banks and Savings and Loan Associations seeking to establish eligibility for the City's competitive certificate of deposit purchase programs shall submit bids as required in the formal bid process which shall be reviewed by the investment committee.

(c) Before accepting funds or engaging in investment transactions with the City of Joplin, the supervising officer at each depository and recognized securities broker/dealer shall submit a certification. The document will certify that the officer has reviewed the investment policies and objectives and agrees to disclose potential conflicts or risks to public funds that might arise out of the business transactions between the firms/depository and the City of Joplin. All financial institutions shall agree to undertake responsible efforts to preclude imprudent transactions involving the City's funds.

(d) The supervising officers shall agree to exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City shall be trained in precautions appropriate to public sector investments and should be required to familiarize themselves with the City's investment objectives, policies and constraints.

(e) The Director of Finance will maintain a list of financial institutions authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness, reputation, and experience who are authorized to provide investment services in the State of Missouri. These may include "primary dealers" or regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule). No public deposit shall be made except in a qualified public depository as established by the State of Missouri laws.

(f) All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Finance with the following: audited financial statements, proof of Financial Industry Regulatory Authority (FINRA) registration, trading resolution, proof of State of Missouri registration, completed broker/dealer questionnaire, certification of having read the entities' investment policy and depository contracts.

(g) An annual review of the financial condition and registrations of qualified bidders

will be conducted by the Director of Finance.

(h) A current audited financial statement is required to be on file for each financial institution and broker/dealer, which the City invests with.

Sec. 2-228. Authorized and Suitable Investments.

(a) The Director of Finance shall have the authority to purchase the following securities as investment instruments for the City of Joplin's investment portfolio:

1. United States Treasury Obligations.
   a. Maturity of five years or less.

2. Collateralized Certificates of Deposit in Commercial Banks and Savings and Loan Associations.
   a. Maturity of five years or less.

3. Collateralized Deposits in Commercial Banks and Savings and Loan Associations.
   a. Maturity of five years or less.

4. United States Government Agency and United States Government Sponsored Entities.
   a. Maturity of five years or less.

   b. Includes only those specific debt instruments listed below:

      1. *Stated maturity coupon bonds* with no embedded options and with final maturities of five (5) years or less.

      2. *Discount Notes.* Purchased at a discount with maximum maturities of one (1) year.

      3. *Callable Securities.* Restricted to securities callable at par only with final maturities of five (5) years or less.

      4. *Step-Up Securities.* The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new, higher fixed term. Restricted to securities with final maturities of five (5) years or less.

      5. *Floating Rate Securities.* The coupon rate floats off one index and resets at least quarterly with final maturities of five (5) years or less.

   c. U.S. Government Agency and U.S. Government Sponsored Entities shall include only the following: Government National Mortgage Association (GNMA), Federal Farm Credit Banks (FFCB), Federal Home Loan Bank (FHLB), Federal

National Mortgage Association (FNMA), and Federal Home Loan Mortgage Association (FHLMC).

5. U.S. Government Agency and U.S. Government Sponsored Entities Mortgage Backed Securities.

   a. Restricted to securities with stated final maturities of five (5) years or less.

   b. Mortgage backed securities refers to straight pass through securities. It specifically does not include Collateralized Mortgage Obligations.

(b) To provide for the safety and liquidity of the City of Joplin's funds, the investment portfolio will be subject to the following restrictions:

1. Only direct investments are permitted.

2. Borrowing for investment purposes (leverage) is prohibited.

3. Instruments known as Structured Notes (e.g. inverse floaters, leveraged floaters, and equity-linked securities) are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.

4. Contracting to sell securities not yet acquired in order to purchase other securities for purposes of speculating on developments or trends in the market is prohibited.

5. Collateralized Mortgage Obligations (CMO) will not be considered by the City of Joplin.

6. In no event shall more than 50 percent of the total investment portfolio of the City be invested in U.S. Government Agencies and U.S. Government Sponsored Entities including a maximum of 50 percent of the investment portfolio in U.S. Government agency and U.S. Government sponsored entities mortgage backed securities.

Sec. 2-229. Competitive Selection of Investment Instruments.

(a) Prior to placing any investment funds, a competitive "bid" process shall be conducted. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, bids will be required for instruments that meet the maturity requirement. If no specific maturity is required, a market trend (yield curve) analysis will be conducted to determine which maturities would be the most advantageous.

(b) A bid will be requested from financial institutions for various options with regard to term and instrument. The City will accept the bid, which provides the highest rate of return within the maturity required and within the parameters of this policy.

(c) Records will be kept of the bids offered, the bids accepted and a brief explanation of the decision, which was made regarding the investment.

Sec. 2-230 Authorized and Suitable Collateralization.

(a) Section 15.14 of the Joplin City Charter states "The Council shall require all funds of the City in any City depository to be adequately secured by a deposit of obligations of the U.S. government in an amount satisfactory to the Council." Any non-investment funds held by the city depository shall be collateralized by a deposit of United States Treasuries, Government National Mortgage Association (GNMA) securities or U.S. Government Agency and U.S. Government Sponsored Entities as set forth in Section 2-228 (c). In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 106% of market value of principal and accrued interest.

(b) Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership (safe keeping receipt) must be provided to the City and retained.

(c) No change or substitution of securities or any part of same shall be made unless approved in writing by the Director of Finance. The securities to deposit under the provisions of this section shall be approved by the Director of Finance.

(d) Collateral for investment certificates of deposit will be limited to investments that Joplin is permitted to invest in directly without regard to maturity. (Refer to section 2-228. Authorized and Suitable Investments.) In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 106 percent of market value of principal and accrued interest.

(e) The city reserves the right to approve or reject collateral, after review, based upon the collateral evaluation, existing market and financial conditions.

Sec. 2-231. Safekeeping and custody of securities.

Securities will be held by a third party custodian designated by the Director of Finance and evidenced by safe keeping receipts. Safe keeping procedures shall be reviewed annually by the independent external auditor.

Sec. 2-232. Diversification.

(a) It is the policy of the City of Joplin to diversify its investment portfolio. Assets held in the cash funds and in the other investment funds shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities.

(b) In establishing specific diversification strategies the following general policies and constraints shall apply: portfolio maturities will be staggered to avoid undue concentration of assets in a specific maturities sector. Maturities selected shall provide for stability of income and reasonable liquidity.

Sec. 2-233. Maturity of investments.

To the extent possible, the City of Joplin will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five (5) years from the date of purchase as set forth specifically in Section 2-228. The City of Joplin shall adopt weighted average maturity limitations that should not exceed three (3) years and is consistent with the investment objectives.

Sec. 2-234. Internal controls.

The Director of Finance has established a system of written internal controls, which shall be reviewed annually by the independent external auditor. The controls shall be designed to prevent the loss of public funds due to fraud, error, misrepresentation, and unanticipated market changes or imprudent actions. The independent audit review shall provide internal control by assuring compliance with policies and procedures.

Sec. 2-235. Performance standards; investment monitoring.

(a) The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles taking into account the City's investment risks, constraints and cash flow needs.

(b) The Director of Finance will routinely monitor the contents of the portfolio; the available markets and relative values of competing instruments, and with the consent of the Investment Committee will adjust the portfolio accordingly.

Sec. 2-236. Basis for evaluation of performance.

The City's investment strategy is passive. Given this strategy, the guideline used by the Director of Finance to determine whether the market rate of return is being achieved will normally be the 91-day U.S. Treasury Bill rate. If the 91-day U.S. Treasury Bill rate is not being achieved (an inverted yield curve being an example), the Finance Director should document the reason.

Sec. 2-237. Reports.

(a) *Quarterly reports.* The Director of Finance in consultation with the Investment Committee shall submit quarterly an investment report to the City Council that summarizes investment instruments being held, maturities, purchase price and dates, par values and yield. The quarterly investment report will summarize recent market conditions, economic developments and

anticipated investment conditions.

(b) *Annual Report*. An annual report will be submitted to the City Council within ninety (90) days of the end of the fiscal year on the investment program. The annual report will contain: information stated in the interim report, twelve (12) month performance information, a comparison between interest incomes earned for fiscal year with budgeted figures, and suggestions on policies that might be made to the investment program. The report shall also explain the annual total investment return and compare the return to annual budgetary expectations.

Sec. 2-238. Adoption, review and modifications of investment policy.

The investment policy of the City of Joplin shall be adopted by the ordinance of the City Council. The investment committee shall review the policy on an annual basis and any modifications made thereto must be approved by the City Council."

ATTACHMENT D
DEPOSITORY SECURITY AGREEMENT

This Depository Security Agreement is made and entered into this _____day of _____ 2026, by and between the City of Joplin (J4EX), a Municipal Corporation, hereinafter referred to as "Depositor" and Commerce Bank, hereinafter referred to as "Bank" and the Bank, hereinafter referred to as "Custodian".

WHEREAS, Depositor has deposited, and will in the future deposit, public funds with the Bank, in amounts exceeding the applicable insurance provided by the Federal Deposit Insurance Corporation ("FDIC"); and

WHEREAS, Bank has been selected by depositor as an appropriate banking institution to act as a legal depository of public funds; and

WHEREAS, such public funds are required by law to be continuously secured by the deposit of securities of the kind and character prescribed by law to be suitable collateral for public deposits; and

WHEREAS, Bank, in order to secure the public funds deposited with it by Depositor, has selected Custodian as a banking institution to safe keep and hold the pledged securities under the conditions set forth in this Agreement; and

WHEREAS, Custodian has opened, at Bank's request, a safekeeping account under the above account number in the name of Bank, hereinafter referred to as "collateral Account" to hold all securities from time to time deposited with or collected by Custodian for the Collateral Account, subject to the terms of this Agreement and any instructions furnished to, and accepted by, Custodian in accordance herewith.

NOW, THEREFORE, the parties hereto agree as follows:

1. Security. All funds standing in the name of the depositor or hereafter on deposit with the Bank in excess of applicable FDIC insurance shall be secured by the Bank's pledge of Collateral. Bank hereby pledges to Depositor all Collateral now or hereafter deposited in Bank's Collateral Account and held under joint custody receipt in the name of Depositor and Bank, and agrees that such Collateral shall at all times be maintained in a market value amount equal to al least One Hundred Six Percent (106%) of the amount of the deposit, including accrued interest, in excess of FDIC insurance. All such collateral shall be approved by Depositor's Director of Finance and shall comply with Section 2-228, Authorized and Suitable Investments, of the Joplin City Code.

2. Safekeeping Provision. The Bank will maintain the Collateral in a collateral Account. The Collateral shall be released only upon the joint written authorization of the Depositor and the Bank. The Bank may substitute or exchange Collateral held in the Collateral Account as hereinafter provided.

3. Representations. The Bank represents to the Depositor; (a) that the Bank is the sole legal and actual owner of the Collateral; (b) that no other security interest has been, nor will be, granted in the Collateral: and (c) that the deposits of Depositor up to One Hundred Thousand and No/00 Dollars ($100,000) are insured by the FDIC.

4. Default. The Bank shall be in default if it fails to pay, on demand, all or any part of a Certificate of Deposit including earned interest. It shall also be an event of default in the event a receiver is appointed for substantially all of Bank's assets pursuant to applicable banking law or regulation. The Custodian must receive notice that a default has occurred.

   Until Custodian has been notified in writing that a default has occurred, Bank shall be entitled to collect all interest and other payments, which may become due on or from the securities in the hands of Custodian. Custodian is hereby authorized, empowered and directed to pay and deliver over to Bank, in accordance with the terms of this Agreement and instructions issued in connection with the Agreement, all such interest and other payments, as same mature.

5. Proceeds. In the event of a default, the Depositor is authorized to demand the transfer of the Collateral or to order the liquidation of same with all proceeds payable to the Depositor up to the amount of Depositor's uninsured deposits. Upon receipt of written notice from Depositor that there has been a default by Bank, Custodian is authorized and directed to deliver to Depositor any and all pledged securities or proceeds therefrom which are demanded by Depositor and to give notice of such delivery to Bank. Custodian shall be discharged of all further responsibilities with respect to the surrendered pledged securities or proceeds.

6. Statements. The Bank agrees to furnish monthly to the Depositor a statement listing a description of the Collateral pledged and held in safekeeping by Custodian. The statement will include CUSIP number, collateral description, par value, interest rate, market value and maturity date of the Collateral.

7. Substitution. The substitution or exchange of similar securities comprising the Collateral may be made by the Bank only with the prior written consent of Depositor. Such consent shall not unreasonably be withheld. Depositor must provide written authorization of maturing collateral to the Custodian within three (3) banking days of a request for such authorization. Depositor will pay a fee equal to federal funds rate at that time if the authorization is not provided within that time period.

8. Safekeeping Receipt. Upon receipt of the pledged securities, Custodian shall prepare its safekeeping receipt, in duplicate, describing in sufficient detail and identifying the pledged securities. Such receipts, which are neither transferable nor assignable, shall be mailed to Depositor and to Bank.

9. Financial Condition. The Bank agrees to provide to Depositor on written request a copy of its most recently published Call Report and agrees to provide an annual audited financial statement of Bank's parent bank holding company upon written request.

10. Authorization. Depositor and Bank each represents and warrants to the other that this Agreement is made pursuant to, and is duly authorized by, resolution of its respective Board of Directors or other governing body.

11. Depositories for Public Funds. This Agreement is subject to the provisions of Chapter 110, Depositories for Public Funds, RSMO. (1994).

12. Non-assignability. This Agreement is not assignable in whole or in part, but is binding on the parties hereto and their successors and permitted assigns.

13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri except to the extent Federal law preempts State law.

14. Termination. Bank may terminate this Agreement at any time by paying over all deposits plus interest which would be earned for the remainder of the term to Depositor and, in the event of such payment and the submission to custodian of the written statement of Depositor to the effect, all securities then held by Custodian under this Agreement shall forthwith be delivered to Bank and this agreement shall thereupon be terminated. Depositor may terminate this Agreement at any time by giving notice to Bank and Custodian.

15. Fees. All fees and charges of Custodian for services under this agreement shall be paid by Bank.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

"Depositor": City of Joplin

By: _____

Title: Nicholas Edwards, City Manager

Address: 602 South Main Street
Joplin, MO 64801

"Bank": _____ Bank, N.A.

By: _____

Title: Vice President

Address:

CERTIFICATE OF SECRETARY OF DEPOSITOR INSTITUTION

The undersigned, Secretary of Depository Institution, hereby certifies that the execution of the foregoing Depository Agreement has been authorized by Ordinance No. passed by the Council of the City of Joplin, Missouri the day of April 2026 and Ordinance No. 2006-XXX passed by the Council of the City of Joplin, Missouri, the XX day of April, 2026.

Further certifies that a duplicate original of the foregoing Depository Agreement is maintained in the official records of the Depository Institution.

IN WITNESS WHEREOF, the Secretary has executed this certification and affixed the corporate seal of the Depository Institution as of this day of June 2021.

(SEAL)

_____
Secretary of Depository Institution

EXHIBIT D: BANKING SERVICES CERTIFICATION AND ENCLOSURES

Leslie Haase
Finance Director
City of Joplin
602 South Main Street
Joplin, Missouri 64801

Dear Mrs. Haase:

We have read the Request for Proposal (RFP) for Banking Services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. A copy of the Proposal is attached.

We have attached the following:

1. The most recent call report available.
2. Audited Annual Financial report for the past fiscal year.
3. Information for on-line balance reporting, if available.
4. Listing of other public entities your bank does business with.
5. Completed fee schedule (Exhibit A).

It is understood the above information will be used as evidence of our ability to meet the capital structure requirements necessary to service this account.

It is further understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

The undersigned certifies that the completion of this Bid Response is a binding commitment to provide the banking services requested as proposed herein.

SUBMITTED BY:

_____

_____ _____

(Authorized Signature - Title) (Date)

CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM
Council Bill 2026-606– Approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty and liability coverage for the City of Joplin; authorizing the City Manager to execute said Contract by and on behalf of the City of Joplin.

MEETING DATE
March 16, 2026

ORIGINATING DEPT
Human Resources

ATTACHMENTS
CB 2026-606 Ordinance; Exhibit "A" cost breakdown of insurance policies, Exhibit "B" Insurance Renewal Proposal (26-27 Multi Lines Proposal – Joplin).

REVIEWED BY
Department Head: Michelle Ducre; Finance Director: Leslie Haase; City Attorney: Peter Edwards; City Manager: Nick Edwards

SUMMARY
This Council Bill approves the purchase of property, casualty, and liability insurance from various providers for the City of Joplin, effective April 7, 2026 at midnight.

BACKGROUND
In January 2026, our Insurance Broker of Record, Higginbotham went to the insurance market to obtain renewal bids for the City's liability insurance policies: property, general liability, employee benefits liability, law enforcement, public entity management, public entity employment related practices, auto, auto physical damage, umbrella excess liability, medical facility professional liability, fine arts, workers' compensation, crime, cyber, drone and aviation liability. Higginbotham reviewed the quotes and prepared a renewal proposal for Council consideration and approval. Policies will be renewed on an annual basis.

In 2025, our total insurance premiums were $1,639,812 and in 2026 the premiums are $1,760,301. The premium summary is attached for itemized listing of premiums for both years.

FUNDING SOURCE
These premiums are included in the FY 2025-26 budget in the Liability Insurance Fund.

RECOMMENDATION
Staff recommends approval of this council bill on first reading to ensure that coverage is in place before the April 7th renewal deadline.

Higginbotham™
Insurance and Financial Services

2025 Total Premium: $1,639,812

Line Of Business	Coverage	Retention	Exposure
Work Comp	Statutory	$2,679,005	$ 28,492,928.00
Auto	$1,000,000	$200,000	374
Crime	$2,000,000	$50,000	-
Property	$75,000,000	$100,000	$267,166,989
Inland Marine	$7,287,793	$2,500	$7,287,793
Drone	$1,000,000	$5,000	6 Drones
Professional Liability	$1,000,000	$2,500	-
General Liability	$1,000,000	$200,000	-
Liquor Liability	$1,000,000	$200,000	-
EBL	$1,000,000	$200,000	-
LEL	$1,000,000	$200,000	-
PEML	$1,000,000	$200,000	-
EPLI	$1,000,000	$200,000	-
Excess	$4,000,000	$10,000	Underlying
Airport	$25,000,000	-	-
Cyber	$1,000,000	$100,000	-
Fine Arts	$19,114,915	$5,000	$19,114,915
Excess Property	$192,310,989	$100,000	$267,166,989

2026 Total Premium: $1,760,301

Line Of Business	Coverage	Retention	Exposure
Work Comp	Statutory	$2,679,005	$31,697,614
Auto	$1,000,000	$200,000	343
Crime	$2,000,000	$50,000	-
Property	$75,000,000	$100,000	$290,625,701
Inland Marine	$7,751,058	$2,500	$7,751,058
Drone	$1,000,000	$5,000	6 Drones
Professional Liability	$1,000,000	$2,500	-
General Liability	$1,000,000	$200,000	-
Liquor Liability	$1,000,000	$200,000	-
EBL	$1,000,000	$200,000	-
LEL	$1,000,000	$200,000	-
PEML	$1,000,000	$200,000	-
EPLI	$1,000,000	$200,000	-
Excess	$4,000,000	$10,000	Underlying
Airport	$25,000,000	-	-
Cyber	$1,000,000	$100,000	-
Fine Arts	$19,229,915	$5,000	$19,229,915
Excess Property	$215,625,701	$100,000	$290,625,701

Higginbotham™
Insurance and Financial Services

PREMIUMS

Coverage	Renewal 2026	Expiring 2025
Property	$425,322	$376,580
Excess Property	$362,750	$365,000
Inland Marine	$33,799	$31,921
Crime	$5,533	$5,824
General Liability	$73,800	$65,500
Employee Benefits Liability	$63	$56
Liquor Liability	$192	$143
Law Enforcement Liability	$129,850	$104,000
Public Entity Management Liability	$32,580	$30,300
Public Entity Employment Related Practices Liability	$22,500	$21,250
Auto Liability	$148,478	$139,753
Auto Physical Damage	$39,285	$46,103
Umbrella Excess Liability	$108,637	$95,602
Professional Liability – Health Department	$28,449	$28,449
Aviation – Unmanned Aircraft	$5,097	$4,897
Airport Owners And Operators Liability	$19,724	$21,696
Museum	$11,826	$12,226
Workers' Compensation	$216,316	$192,512
Cyber	$36,100	$38,000
Risk Management Fee	$60,000	$60,000
Total	*$1,760,301*	*$1,639,812*

Higginbotham™

Lead with values and value leads.



Insurance Proposal

Prepared for:

City Of Joplin, MO

Dawson Nimmo
Regional Sales Director
Proposal Date: April, 2026

Higginbotham Insurance Agency
www.higginbotham.com

TABLE OF CONTENTS

Team Sheet 3
Supplemental 4
Higg Service24 5
Property 6
Excess Property 31
Crime 35
Inland Marine 37
General Liability 53
Professional Liability – Health Department 59
Aviation – Unmanned Aircraft 62
Airport Owners and Operators Liability 64
Automobile 66
Umbrella 79
Museum 81
Cyber Liability 83
Workers' Compensation 86
Premium Summary 89
Proposal Acceptance 91
Recommendations 92

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Available 24/7 at (844) 857-5899

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

SUPPLEMENTAL TO PROPOSAL

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all terms and conditions or exclusions of each proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all terms, exclusions and conditions of such proposed policy(ies). All coverages, coverage forms, rates, rating procedures, rating plans, deductibles and other provisions will apply in conformance with those used by the various Insurance Companies and authorized by the State Regulatory Authorities. Any provision contained herein which conflicts with State Regulations will be amended as required to conform.

Higginbotham receives no commission from insurance companies for placement of insurance. Higginbotham may be eligible for additional compensation, bonuses or awards based on volume and profitability of business placed with some insurance providers.





HIG Service24

A 24/7 Service Portal

You know the saying – time is your most valuable asset. At Higginbotham, we help you make the most of it with HIG Service24. With this software, you have a resource that streamlines service, empowering you to communicate with your account team and take action on your insurance policies 24/7. You get immediate fulfillment by logging into a secure online portal or mobile app.

Service Anytime, Anywhere

HIG Service24 conveniently makes your insurance information immediately available to you so you'll never have to search for your policy documents again. And, you can act upon your policies for real-time service whenever the need arises on your computer or mobile device.

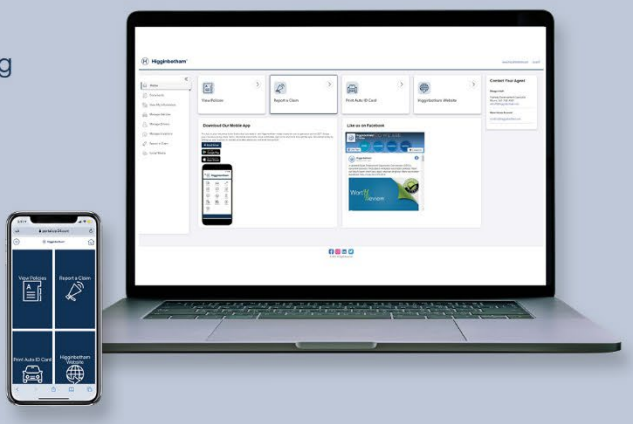
Time-Saving Capabilities

HIG Service24 is simple to use, letting you:

- Obtain Certificates of Insurance instantly.
- Print auto ID cards on demand.
- Print lists of vehicles, drivers or certificate holders.
- Request policy changes, like updating your address or adding vehicles/drivers.
- View your policy information.
- Share documents with us.
- Pay bills.
- Report claims.

Easy Access

To get started, go to https://portal.csr24.com/mvc/7282374 to create a unique login ID and password that gives you access to your insurance policies and keeps your information protected. Or, contact your account team to get set up. Either way you choose, you'll receive a user manual with step-by-step instructions so you can make the most of all the ways HIG Service24 makes the most of your time.



PROPERTY

CARRIER Federal Insurance Company

A.M. BEST RATING A++ (Superior)

POLICY PERIOD 4/7/2026 - 4/7/2027

COVERAGE Property

NAMED INSURED

- City Of Joplin

PERILS INSURED

Risks of Direct Physical Loss, Including Theft of Contents and Limited Transit Subject to Policy Terms, Conditions and Exclusions. Flood and Earthquake are specifically excluded. Please advise if quote for Flood and/or Earthquake are desired.

Premises Coverages Blanket Limits

Coverage	Limit
Building – Margin 110% Contents – Margin 110%	$75,000,000

Property Covered and Amounts

Location No.	Bldg No.	Address Line #1	Coverage	Limit
1	1	509 KENTUCKY AVE	BUILDING	226,414
1	1	509 KENTUCKY AVE	PERSONAL PROPERTY	31,950
1	1	509 KENTUCKY AVE	PAVED SURFACES	1,785
2	1	602 S MAIN ST	BUILDING	35,585,500
2	1	602 S MAIN ST	PERSONAL PROPERTY	1,461,385
2	1	602 S MAIN ST	PAVED SURFACES	1,785
3	1	303 E 3RD ST	BUILDING	11,847,575
3	1	303 E 3RD ST	PERSONAL PROPERTY	6,599,353
3	1	303 E 3RD ST	PAVED SURFACES	1,785
3	2	303 E 3RD ST	BUILDING	171,928
3	2	303 E 3RD ST	PERSONAL PROPERTY	10,424
3	2	303 E 3RD ST	PAVED SURFACES	1,785
3	3	303 E 3RD ST	BUILDING	380,225
3	3	303 E 3RD ST	PERSONAL PROPERTY	11,021
3	3	303 E 3RD ST	PAVED SURFACES	1,785
4	1	3402 S HEARNES BLVD	BUILDING	1,763,360

4	1	3402 S HEARNES BLVD	PERSONAL PROPERTY	330,630
4	1	3402 S HEARNES BLVD	PAVED SURFACES	1,785
5	1	2825 W JUNGE BLVD	BUILDING	1,873,570
5	1	2825 W JUNGE BLVD	PERSONAL PROPERTY	330,630
5	1	2825 W JUNGE BLVD	PAVED SURFACES	100
6	1	2717 NEWMAN RD	BUILDING	793,512
6	1	2717 NEWMAN RD	PERSONAL PROPERTY	192,868
6	1	2717 NEWMAN RD	PAVED SURFACES	1,785
6	2	2717 NEWMAN RD	BUILDING	3,857
6	2	2717 NEWMAN RD	PERSONAL PROPERTY	9,368
6	2	2717 NEWMAN RD	PAVED SURFACES	1,785
6	3	2717 NEWMAN RD	BUILDING	2,755
6	3	2717 NEWMAN RD	PERSONAL PROPERTY	2,755
6	3	2717 NEWMAN RD	PAVED SURFACES	1,785
6	4	2717 NEWMAN RD	BUILDING	41,200
6	4	2717 NEWMAN RD	PAVED SURFACES	1,785
7	1	3223 TEXAS AVE	BUILDING	848,617
7	1	3223 TEXAS AVE	PERSONAL PROPERTY	192,868
7	1	3223 TEXAS AVE	PAVED SURFACES	1,785
7	2	3223 TEXAS AVE	BUILDING	3,857
7	2	3223 TEXAS AVE	PERSONAL PROPERTY	9,368
7	2	3223 TEXAS AVE	PAVED SURFACES	1,785
7	3	3223 TEXAS AVE	BUILDING	41,200
7	3	3223 TEXAS AVE	PAVED SURFACES	1,785
8	1	5302 W 32ND ST	BUILDING	2,314,410
8	1	5302 W 32ND ST	PERSONAL PROPERTY	275,525
8	1	5302 W 32ND ST	PAVED SURFACES	1,785
9	1	321 E 4TH ST	BUILDING	2,424,620
9	1	321 E 4TH ST	PERSONAL PROPERTY	131,245
9	1	321 E 4TH ST	PAVED SURFACES	100
10	1	4300 W 29TH ST	BUILDING	17,061
10	1	4300 W 29TH ST	PERSONAL PROPERTY	17,061
10	1	4300 W 29TH ST	PAVED SURFACES	1,785
10	2	4300 W 29TH ST	BUILDING	44,134
10	2	4300 W 29TH ST	PAVED SURFACES	1,785
11	1	212 W 8TH ST	BUILDING	3,941,516
11	1	212 W 8TH ST	PERSONAL PROPERTY	462,882
11	1	212 W 8TH ST	PAVED SURFACES	1,785

12	1	504 S SCHIFFERDECKER AVE	BUILDING	760,449
12	1	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	150,493
12	1	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	2	504 S SCHIFFERDECKER AVE	BUILDING	178,540
12	2	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	84,515
12	2	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	3	504 S SCHIFFERDECKER AVE	BUILDING	281,036
12	3	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	47,169
12	3	504 S SCHIFFERDECKER AVE	PAVED SURFACES	100
12	4	504 S SCHIFFERDECKER AVE	BUILDING	240,928
12	4	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	267,567
12	4	504 S SCHIFFERDECKER AVE	PAVED SURFACES	100
12	5	504 S SCHIFFERDECKER AVE	BUILDING	123,986
12	5	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	422,520
12	5	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	6	504 S SCHIFFERDECKER AVE	BUILDING	65,575
12	6	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	7	504 S SCHIFFERDECKER AVE	BUILDING	28,655
12	7	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	8	504 S SCHIFFERDECKER AVE	BUILDING	82,658
12	8	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	9	504 S SCHIFFERDECKER AVE	BUILDING	59,513

12	9	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	197
12	9	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	10	504 S SCHIFFERDECKER AVE	BUILDING	19,838
12	10	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	11	504 S SCHIFFERDECKER AVE	BUILDING	224,828
12	11	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	8,474
12	11	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	12	504 S SCHIFFERDECKER AVE	BUILDING	19,838
12	12	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	13	504 S SCHIFFERDECKER AVE	BUILDING	11,021
12	13	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	22,042
12	13	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	14	504 S SCHIFFERDECKER AVE	BUILDING	721,000
12	14	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	15	504 S SCHIFFERDECKER AVE	BUILDING	67,228
12	15	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	16	504 S SCHIFFERDECKER AVE	BUILDING	52,460
12	16	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	17	504 S SCHIFFERDECKER AVE	BUILDING	55,105
12	17	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	18	504 S SCHIFFERDECKER AVE	BUILDING	44,084
12	18	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785

12	19	504 S SCHIFFERDECKER AVE	BUILDING	44,084
12	19	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	20	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	55,105
12	20	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	21	504 S SCHIFFERDECKER AVE	PERSONAL PROPERTY	27,553
12	21	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	22	504 S SCHIFFERDECKER AVE	BUILDING	5,841,130
12	22	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	23	504 S SCHIFFERDECKER AVE	BUILDING	17,083
12	23	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	24	504 S SCHIFFERDECKER AVE	BUILDING	2,645,040
12	24	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
12	25	504 S SCHIFFERDECKER AVE	BUILDING	582,629
12	25	504 S SCHIFFERDECKER AVE	PAVED SURFACES	1,785
13	1	501 S TURK AVE	BUILDING	223,726
13	1	501 S TURK AVE	PERSONAL PROPERTY	4,154
13	1	501 S TURK AVE	PAVED SURFACES	1,785
13	2	501 S TURK AVE	BUILDING	2,760
13	2	501 S TURK AVE	PAVED SURFACES	1,785
13	3	501 S TURK AVE	BUILDING	223,726
13	3	501 S TURK AVE	PAVED SURFACES	1,785
13	4	501 S TURK AVE	BUILDING	44,084
13	4	501 S TURK AVE	PAVED SURFACES	1,785
13	5	501 S TURK AVE	BUILDING	30,000
13	5	501 S TURK AVE	PAVED SURFACES	1,785
14	1	W 26TH ST	BUILDING	229,237
14	1	W 26TH ST	PERSONAL PROPERTY	18,510

14	1	W 26TH ST	PAVED SURFACES	1,785
14	2	W 26TH ST	BUILDING	30,859
14	2	W 26TH ST	PAVED SURFACES	1,785
14	3	W 26TH ST	BUILDING	1,432,730
14	3	W 26TH ST	PERSONAL PROPERTY	3,306
14	3	W 26TH ST	PAVED SURFACES	1,785
14	4	W 26TH ST	PERSONAL PROPERTY	247,973
14	4	W 26TH ST	PAVED SURFACES	1,785
14	5	W 26TH ST	PERSONAL PROPERTY	165,315
14	5	W 26TH ST	PAVED SURFACES	1,785
14	6	W 26TH ST	PERSONAL PROPERTY	109,777
14	6	W 26TH ST	PAVED SURFACES	1,785
14	7	W 26TH ST	PERSONAL PROPERTY	15,338
14	7	W 26TH ST	PAVED SURFACES	1,785
14	8	W 26TH ST	PERSONAL PROPERTY	2,096
14	8	W 26TH ST	PAVED SURFACES	1,785
14	9	W 26TH ST	PERSONAL PROPERTY	672,376
14	9	W 26TH ST	PAVED SURFACES	1,785
14	10	W 26TH ST	BUILDING	101,606
14	10	W 26TH ST	PAVED SURFACES	1,785
14	11	W 26TH ST	BUILDING	40,227
14	11	W 26TH ST	PAVED SURFACES	1,785
14	12	W 26TH ST	BUILDING	33,063
14	12	W 26TH ST	PAVED SURFACES	1,785
14	13	W 26TH ST	BUILDING	59,527
14	13	W 26TH ST	PAVED SURFACES	1,785
14	14	W 26TH ST	BUILDING	70,165
14	14	W 26TH ST	PAVED SURFACES	1,785
15	1	530 S SCHOOL AVE	BUILDING	228,135
15	1	530 S SCHOOL AVE	PERSONAL PROPERTY	7,822
15	1	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	2	530 S SCHOOL AVE	BUILDING	223,726
15	2	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	3	530 S SCHOOL AVE	BUILDING	59,513
15	3	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	4	530 S SCHOOL AVE	BUILDING	9,919
15	4	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	5	530 S SCHOOL AVE	BUILDING	9,919

15	5	530 S SCHOOL AVE	PERSONAL PROPERTY	4,818
15	5	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	6	530 S SCHOOL AVE	BUILDING	20,940
15	6	530 S SCHOOL AVE	PERSONAL PROPERTY	5,396
15	6	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	7	530 S SCHOOL AVE	BUILDING	21,491
15	7	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	8	530 S SCHOOL AVE	BUILDING	1,133,000
15	8	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	9	530 S SCHOOL AVE	BUILDING	44,551
15	9	530 S SCHOOL AVE	PAVED SURFACES	1,785
15	10	530 S SCHOOL AVE	BUILDING	500,000
15	10	530 S SCHOOL AVE	PAVED SURFACES	1,785
16	1	4600 MC CLELLAND PARK BLVD	BUILDING	59,513
16	1	4600 MC CLELLAND PARK BLVD	PAVED SURFACES	1,785
16	2	4600 MC CLELLAND PARK BLVD	BUILDING	83,760
16	2	4600 MC CLELLAND PARK BLVD	PAVED SURFACES	1,785
16	3	4600 MC CLELLAND PARK BLVD	BUILDING	67,228
16	3	4600 MC CLELLAND PARK BLVD	PAVED SURFACES	1,785
16	4	4600 MC CLELLAND PARK BLVD	BUILDING	44,084
16	4	4600 MC CLELLAND PARK BLVD	PAVED SURFACES	1,785
16	5	4600 MC CLELLAND PARK BLVD	BUILDING	66,126
16	5	4600 MC CLELLAND PARK BLVD	PAVED SURFACES	1,785
17	1	1305 E 3RD ST	BUILDING	4,298,190
17	1	1305 E 3RD ST	PERSONAL PROPERTY	6,030
17	1	1305 E 3RD ST	PAVED SURFACES	1,785
17	2	1305 E 3RD ST	BUILDING	110,210
17	2	1305 E 3RD ST	PAVED SURFACES	1,785
18	1	2202 S JACKSON AVE	BUILDING	1,212,310
18	1	2202 S JACKSON AVE	PERSONAL PROPERTY	18,512

18	1	2202 S JACKSON AVE	PAVED SURFACES	1,785
18	2	2202 S JACKSON AVE	BUILDING	2,976
18	2	2202 S JACKSON AVE	PAVED SURFACES	1,785
19	1	520 S SCHOOL AVE	BUILDING	330,630
19	1	520 S SCHOOL AVE	PERSONAL PROPERTY	13,036
19	1	520 S SCHOOL AVE	PAVED SURFACES	1,785
20	1	2200 INDEPENDENCE AVE	BUILDING	223,726
20	1	2200 INDEPENDENCE AVE	PAVED SURFACES	1,785
20	2	2200 INDEPENDENCE AVE	BUILDING	33,063
20	2	2200 INDEPENDENCE AVE	PAVED SURFACES	1,785
20	3	2200 INDEPENDENCE AVE	BUILDING	16,532
20	3	2200 INDEPENDENCE AVE	PAVED SURFACES	1,785
20	4	2200 INDEPENDENCE AVE	BUILDING	26,750
20	4	2200 INDEPENDENCE AVE	PAVED SURFACES	1,785
21	1	201 E 28TH ST	BUILDING	34,716
21	1	201 E 28TH ST	PAVED SURFACES	1,785
21	2	201 E 28TH ST	BUILDING	33,063
21	2	201 E 28TH ST	PAVED SURFACES	1,785
21	3	201 E 28TH ST	BUILDING	27,553
21	3	201 E 28TH ST	PAVED SURFACES	1,785
22	1	501 NE MURPHY BLVD	BUILDING	52,901
22	1	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	2	501 NE MURPHY BLVD	BUILDING	52,901
22	2	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	3	501 NE MURPHY BLVD	BUILDING	44,084
22	3	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	4	501 NE MURPHY BLVD	BUILDING	44,084
22	4	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	5	501 NE MURPHY BLVD	BUILDING	169,283
22	5	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	6	501 NE MURPHY BLVD	BUILDING	50,000
22	6	501 NE MURPHY BLVD	PAVED SURFACES	1,785

22	7	501 NE MURPHY BLVD	BUILDING	50,000
22	7	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	8	501 NE MURPHY BLVD	BUILDING	400,000
22	8	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	9	501 NE MURPHY BLVD	BUILDING	80,000
22	9	501 NE MURPHY BLVD	PAVED SURFACES	1,785
22	10	501 NE MURPHY BLVD	BUILDING	80,000
22	10	501 NE MURPHY BLVD	PAVED SURFACES	1,785
23	1	2931 S JACKSON AVE	BUILDING	33,063
23	1	2931 S JACKSON AVE	PAVED SURFACES	1,785
24	1	1715 KANSAS AVE	BUILDING	44,084
24	1	1715 KANSAS AVE	PAVED SURFACES	1,785
24	2	1715 KANSAS AVE	BUILDING	93,679
24	2	1715 KANSAS AVE	PAVED SURFACES	1,785
24	3	1715 KANSAS AVE	BUILDING	66,126
24	3	1715 KANSAS AVE	PAVED SURFACES	1,785
24	4	1715 KANSAS AVE	BUILDING	27,553
24	4	1715 KANSAS AVE	PAVED SURFACES	1,785
24	5	1715 KANSAS AVE	BUILDING	32,742
24	5	1715 KANSAS AVE	PAVED SURFACES	1,785
24	6	1715 KANSAS AVE	BUILDING	57,695
24	6	1715 KANSAS AVE	PAVED SURFACES	1,785
24	7	1715 KANSAS AVE	BUILDING	70,165
24	7	1715 KANSAS AVE	PAVED SURFACES	100
24	8	1715 KANSAS AVE	BUILDING	18,371
24	8	1715 KANSAS AVE	PAVED SURFACES	1,785
24	9	1715 KANSAS AVE	BUILDING	17,124
24	9	1715 KANSAS AVE	PAVED SURFACES	1,785
24	10	1715 KANSAS AVE	BUILDING	35,834
24	10	1715 KANSAS AVE	PAVED SURFACES	1,785
25	1	3301 W 1ST ST	BUILDING	375,913
25	1	3301 W 1ST ST	PERSONAL PROPERTY	44,084
25	1	3301 W 1ST ST	PAVED SURFACES	1,785
25	2	3301 W 1ST ST	BUILDING	2,265,489
25	2	3301 W 1ST ST	PAVED SURFACES	1,785
25	3	3301 W 1ST ST	BUILDING	520,150
25	3	3301 W 1ST ST	PERSONAL PROPERTY	82,400
25	3	3301 W 1ST ST	PAVED SURFACES	1,785

25	4	3301 W 1ST ST	BUILDING	2,260,335
25	4	3301 W 1ST ST	PERSONAL PROPERTY	13,245
25	4	3301 W 1ST ST	PAVED SURFACES	1,785
25	5	3301 W 1ST ST	BUILDING	439,347
25	5	3301 W 1ST ST	PERSONAL PROPERTY	20,600
25	5	3301 W 1ST ST	PAVED SURFACES	1,785
25	6	3301 W 1ST ST	BUILDING	515,000
25	6	3301 W 1ST ST	PERSONAL PROPERTY	20,600
25	6	3301 W 1ST ST	PAVED SURFACES	1,785
25	7	3301 W 1ST ST	BUILDING	515,000
25	7	3301 W 1ST ST	PERSONAL PROPERTY	20,600
25	7	3301 W 1ST ST	PAVED SURFACES	1,785
25	8	3301 W 1ST ST	BUILDING	2,575,000
25	8	3301 W 1ST ST	PAVED SURFACES	100
25	9	3301 W 1ST ST	BUILDING	1,030,000
25	9	3301 W 1ST ST	PAVED SURFACES	1,785
25	10	3301 W 1ST ST	BUILDING	30,000
25	10	3301 W 1ST ST	PAVED SURFACES	1,785
26	1	1301 W 2ND ST	BUILDING	1,041,485
26	1	1301 W 2ND ST	PERSONAL PROPERTY	60,233
26	1	1301 W 2ND ST	PAVED SURFACES	1,785
26	2	1301 W 2ND ST	BUILDING	1,470,201
26	2	1301 W 2ND ST	PERSONAL PROPERTY	1,778,689
26	2	1301 W 2ND ST	PAVED SURFACES	1,785
26	3	1301 W 2ND ST	BUILDING	231,441
26	3	1301 W 2ND ST	PERSONAL PROPERTY	52,145
26	3	1301 W 2ND ST	PAVED SURFACES	1,785
26	4	1301 W 2ND ST	BUILDING	2,093,990
26	4	1301 W 2ND ST	PAVED SURFACES	1,785
26	5	1301 W 2ND ST	BUILDING	1,102,100
26	5	1301 W 2ND ST	PAVED SURFACES	1,785
26	6	1301 W 2ND ST	BUILDING	99,189
26	6	1301 W 2ND ST	PERSONAL PROPERTY	27,553
26	6	1301 W 2ND ST	PAVED SURFACES	1,785
26	7	1301 W 2ND ST	BUILDING	169,537
26	7	1301 W 2ND ST	PAVED SURFACES	1,785
26	8	1301 W 2ND ST	BUILDING	86,094
26	8	1301 W 2ND ST	PAVED SURFACES	1,785

26	9	1301 W 2ND ST	BUILDING	120,520
26	9	1301 W 2ND ST	PAVED SURFACES	1,785
26	10	1301 W 2ND ST	PERSONAL PROPERTY	110,210
26	10	1301 W 2ND ST	PAVED SURFACES	1,785
26	11	1301 W 2ND ST	BUILDING	13,442
26	11	1301 W 2ND ST	PAVED SURFACES	1,785
26	12	1301 W 2ND ST	BUILDING	13,648
26	12	1301 W 2ND ST	PAVED SURFACES	1,785
26	13	1301 W 2ND ST	BUILDING	9,041
26	13	1301 W 2ND ST	PAVED SURFACES	1,785
26	14	1301 W 2ND ST	BUILDING	4,944
26	14	1301 W 2ND ST	PAVED SURFACES	1,785
27	1	7331 STATE HWY 43	BUILDING	3,306,300
27	1	7331 STATE HWY 43	PERSONAL PROPERTY	208,294
27	1	7331 STATE HWY 43	PAVED SURFACES	1,785
27	2	7331 STATE HWY 43	BUILDING	2,204,200
27	2	7331 STATE HWY 43	PAVED SURFACES	1,785
27	3	7331 STATE HWY 43	BUILDING	55,105
27	3	7331 STATE HWY 43	PAVED SURFACES	1,785
27	4	7331 STATE HWY 43	BUILDING	132,817
27	4	7331 STATE HWY 43	PERSONAL PROPERTY	8,474
27	4	7331 STATE HWY 43	PAVED SURFACES	1,785
27	5	7331 STATE HWY 43	BUILDING	6,612,600
27	5	7331 STATE HWY 43	PERSONAL PROPERTY	220,420
27	5	7331 STATE HWY 43	PAVED SURFACES	1,785
27	6	7331 STATE HWY 43	BUILDING	3,526,720
27	6	7331 STATE HWY 43	PERSONAL PROPERTY	220,420
27	6	7331 STATE HWY 43	PAVED SURFACES	1,785
27	7	7331 STATE HWY 43	BUILDING	551,050
27	7	7331 STATE HWY 43	PERSONAL PROPERTY	165,315
27	7	7331 STATE HWY 43	PAVED SURFACES	1,785
27	8	7331 STATE HWY 43	BUILDING	5,665,000
27	8	7331 STATE HWY 43	PERSONAL PROPERTY	103,000
27	8	7331 STATE HWY 43	PAVED SURFACES	1,785
27	9	7331 STATE HWY 43	BUILDING	551,880
27	9	7331 STATE HWY 43	PAVED SURFACES	1,785
27	10	7331 STATE HWY 43	BUILDING	253,865
27	10	7331 STATE HWY 43	PAVED SURFACES	1,785

28	1	303 S HIGH AVE	BUILDING	54,003
28	1	303 S HIGH AVE	PAVED SURFACES	1,785
29	1	130 N PORTER AVE	BUILDING	352,672
29	1	130 N PORTER AVE	PAVED SURFACES	1,785
30	1	123 S MAIN ST	BUILDING	992,992
30	1	123 S MAIN ST	PAVED SURFACES	1,785
31	1	44TH & VIRGINIA BELOW GROUND	BUILDING	617,176
31	1	44TH & VIRGINIA BELOW GROUND	PERSONAL PROPERTY	132,252
31	1	44TH & VIRGINIA BELOW GROUND	PAVED SURFACES	1,785
31	2	44TH & VIRGINIA BELOW GROUND	BUILDING	96,389
31	2	44TH & VIRGINIA BELOW GROUND	PAVED SURFACES	1,785
31	3	44TH & VIRGINIA BELOW GROUND	BUILDING	1,600,000
31	3	44TH & VIRGINIA BELOW GROUND	PAVED SURFACES	1,785
31	4	44TH & VIRGINIA BELOW GROUND	BUILDING	1,600,000
31	4	44TH & VIRGINIA BELOW GROUND	PAVED SURFACES	1,785
32	1	4625 N LONE ELM AVE	BUILDING	119,440
32	1	4625 N LONE ELM AVE	PERSONAL PROPERTY	112,932
32	1	4625 N LONE ELM AVE	PAVED SURFACES	100
33	1	2860 APRICOT DR	BUILDING	253,483
33	1	2860 APRICOT DR	PAVED SURFACES	1,785
33	2	2860 APRICOT DR	BUILDING	209,399
33	2	2860 APRICOT DR	PERSONAL PROPERTY	132,252
33	2	2860 APRICOT DR	PAVED SURFACES	1,785
33	3	2860 APRICOT DR	BUILDING	170,826
33	3	2860 APRICOT DR	PAVED SURFACES	1,785
33	4	2860 APRICOT DR	BUILDING	1,629,434
33	4	2860 APRICOT DR	PERSONAL PROPERTY	130,356
33	4	2860 APRICOT DR	PAVED SURFACES	1,785
33	5	2860 APRICOT DR	BUILDING	895,800
33	5	2860 APRICOT DR	PERSONAL PROPERTY	110,803
33	5	2860 APRICOT DR	PAVED SURFACES	1,785

33	6	2860 APRICOT DR	BUILDING	391,509
33	6	2860 APRICOT DR	PERSONAL PROPERTY	19,553
33	6	2860 APRICOT DR	PAVED SURFACES	1,785
33	7	2860 APRICOT DR	BUILDING	132,511
33	7	2860 APRICOT DR	PAVED SURFACES	1,785
33	8	2860 APRICOT DR	BUILDING	119,440
33	8	2860 APRICOT DR	PERSONAL PROPERTY	13,036
33	8	2860 APRICOT DR	PAVED SURFACES	1,785
33	9	2860 APRICOT DR	BUILDING	91,157
33	9	2860 APRICOT DR	PAVED SURFACES	1,785
33	10	2860 APRICOT DR	BUILDING	3,296,000
33	10	2860 APRICOT DR	PAVED SURFACES	1,785
33	11	2860 APRICOT DR	BUILDING	4,635,000
33	11	2860 APRICOT DR	PAVED SURFACES	1,785
33	12	2860 APRICOT DR	BUILDING	1,339,000
33	12	2860 APRICOT DR	PAVED SURFACES	1,785
33	13	2860 APRICOT DR	BUILDING	309,000
33	13	2860 APRICOT DR	PAVED SURFACES	1,785
33	14	2860 APRICOT DR	BUILDING	2,060,000
33	14	2860 APRICOT DR	PAVED SURFACES	1,785
33	15	2860 APRICOT DR	BUILDING	1,854,000
33	15	2860 APRICOT DR	PAVED SURFACES	1,785
33	16	2860 APRICOT DR	BUILDING	412,000
33	16	2860 APRICOT DR	PAVED SURFACES	1,785
33	17	2860 APRICOT DR	BUILDING	669,500
33	17	2860 APRICOT DR	PAVED SURFACES	1,785
33	18	2860 APRICOT DR	BUILDING	463,500
33	18	2860 APRICOT DR	PAVED SURFACES	1,785
33	19	2860 APRICOT DR	BUILDING	154,500
33	19	2860 APRICOT DR	PAVED SURFACES	1,785
33	20	2860 APRICOT DR	BUILDING	51,500
33	20	2860 APRICOT DR	PAVED SURFACES	1,785
34	1	3457 W EDDY	BUILDING	344,373
34	1	3457 W EDDY	PERSONAL PROPERTY	598,708
34	1	3457 W EDDY	PAVED SURFACES	1,785
34	2	3457 W EDDY	BUILDING	529,805
34	2	3457 W EDDY	PERSONAL PROPERTY	1,108,273
34	2	3457 W EDDY	PAVED SURFACES	1,785

34	3	3457 W EDDY	BUILDING	176,602
34	3	3457 W EDDY	PERSONAL PROPERTY	481,858
34	3	3457 W EDDY	PAVED SURFACES	1,785
34	4	3457 W EDDY	BUILDING	2,626,950
34	4	3457 W EDDY	PERSONAL PROPERTY	1,264,877
34	4	3457 W EDDY	PAVED SURFACES	1,785
34	5	3457 W EDDY	BUILDING	496,692
34	5	3457 W EDDY	PERSONAL PROPERTY	373,440
34	5	3457 W EDDY	PAVED SURFACES	1,785
34	6	3457 W EDDY	BUILDING	122,517
34	6	3457 W EDDY	PERSONAL PROPERTY	272,251
34	6	3457 W EDDY	PAVED SURFACES	1,785
34	7	3457 W EDDY	BUILDING	503,315
34	7	3457 W EDDY	PERSONAL PROPERTY	586,662
34	7	3457 W EDDY	PAVED SURFACES	1,785
34	8	3457 W EDDY	BUILDING	226,270
34	8	3457 W EDDY	PERSONAL PROPERTY	378,463
34	8	3457 W EDDY	PAVED SURFACES	1,785
34	9	3457 W EDDY	BUILDING	1,434,889
34	9	3457 W EDDY	PERSONAL PROPERTY	240,928
34	9	3457 W EDDY	PAVED SURFACES	1,785
34	10	3457 W EDDY	BUILDING	1,111,486
34	10	3457 W EDDY	PERSONAL PROPERTY	513,179
34	10	3457 W EDDY	PAVED SURFACES	1,785
34	11	3457 W EDDY	BUILDING	1,377,493
34	11	3457 W EDDY	PERSONAL PROPERTY	505,951
34	11	3457 W EDDY	PAVED SURFACES	1,785
34	12	3457 W EDDY	BUILDING	862,037
34	12	3457 W EDDY	PERSONAL PROPERTY	757,721
34	12	3457 W EDDY	PAVED SURFACES	1,785
34	13	3457 W EDDY	BUILDING	242,828
34	13	3457 W EDDY	PERSONAL PROPERTY	301,161
34	13	3457 W EDDY	PAVED SURFACES	1,785
34	14	3457 W EDDY	BUILDING	3,311,281
34	14	3457 W EDDY	PERSONAL PROPERTY	4,577,648
34	14	3457 W EDDY	PAVED SURFACES	1,785
34	15	3457 W EDDY	BUILDING	107,064
34	15	3457 W EDDY	PERSONAL PROPERTY	140,943

34	15	3457 W EDDY	PAVED SURFACES	1,785
34	16	3457 W EDDY	BUILDING	80,575
34	16	3457 W EDDY	PERSONAL PROPERTY	167,445
34	16	3457 W EDDY	PAVED SURFACES	1,785
34	17	3457 W EDDY	BUILDING	794,708
34	17	3457 W EDDY	PERSONAL PROPERTY	698,694
34	17	3457 W EDDY	PAVED SURFACES	1,785
34	18	3457 W EDDY	BUILDING	386,316
34	18	3457 W EDDY	PERSONAL PROPERTY	5,053,481
34	18	3457 W EDDY	PAVED SURFACES	1,785
34	19	3457 W EDDY	BUILDING	121,231
34	19	3457 W EDDY	PERSONAL PROPERTY	4,408,400
34	19	3457 W EDDY	PAVED SURFACES	1,785
34	20	3457 W EDDY	BUILDING	132,252
34	20	3457 W EDDY	PERSONAL PROPERTY	495,945
34	20	3457 W EDDY	PAVED SURFACES	1,785
34	21	3457 W EDDY	BUILDING	1,267,415
34	21	3457 W EDDY	PAVED SURFACES	1,785
34	22	3457 W EDDY	BUILDING	407,777
34	22	3457 W EDDY	PAVED SURFACES	1,785
34	23	3457 W EDDY	BUILDING	1,545,000
34	23	3457 W EDDY	PAVED SURFACES	100
34	24	3457 W EDDY	BUILDING	571,650
34	24	3457 W EDDY	PAVED SURFACES	1,785
34	25	3457 W EDDY	BUILDING	6,180,000
34	25	3457 W EDDY	PAVED SURFACES	1,785
34	26	3457 W EDDY	BUILDING	164,800
34	26	3457 W EDDY	PAVED SURFACES	1,785
34	27	3457 W EDDY	BUILDING	41,200
34	27	3457 W EDDY	PAVED SURFACES	1,785
34	28	3457 W EDDY	BUILDING	1,236,000
34	28	3457 W EDDY	PAVED SURFACES	1,785
35	1	602 S MAIN ST	PERSONAL PROPERTY	231,661
35	1	602 S MAIN ST	PAVED SURFACES	1,785
35	2	602 S MAIN ST	PERSONAL PROPERTY	99,907
35	2	602 S MAIN ST	PAVED SURFACES	1,785
35	3	602 S MAIN ST	BUILDING	309,000
35	3	602 S MAIN ST	PAVED SURFACES	1,785

36	1	3106 SILVER CREEK RD	BUILDING	107,083
36	1	3106 SILVER CREEK RD	PAVED SURFACES	1,785
37	1	5102 SWEDE LN	BUILDING	6,888,125
37	1	5102 SWEDE LN	PERSONAL PROPERTY	826,575
37	1	5102 SWEDE LN	PAVED SURFACES	1,785
38	1	1901 E 20TH ST	BUILDING	18,735,700
38	1	1901 E 20TH ST	PERSONAL PROPERTY	4,959,450
38	1	1901 E 20TH ST	PAVED SURFACES	1,785
39	1	2616 S PICHER AVE	BUILDING	4,899,937
39	1	2616 S PICHER AVE	PERSONAL PROPERTY	45,190
39	1	2616 S PICHER AVE	PAVED SURFACES	1,785
40	1	4555 CEDAR DR	BUILDING	57,309
40	1	4555 CEDAR DR	PAVED SURFACES	1,785
41	1	2951 N LOMA LINDA DR	BUILDING	33,063
41	1	2951 N LOMA LINDA DR	PAVED SURFACES	1,785
42	1	300 KENSOR CT	BUILDING	62,820
42	1	300 KENSOR CT	PAVED SURFACES	1,785
43	1	6208 S SCENIC AVE	BUILDING	56,207
43	1	6208 S SCENIC AVE	PAVED SURFACES	1,785
44	1	3023 S SCRENE LN	BUILDING	23,144
44	1	3023 S SCRENE LN	PAVED SURFACES	1,785
45	1	200 E HIGHWAY I-44	BUILDING	19,838
45	1	200 E HIGHWAY I-44	PAVED SURFACES	1,785
46	1	3502 ANTELOPE RD	BUILDING	56,428
46	1	3502 ANTELOPE RD	PAVED SURFACES	1,785
47	1	4202 SWEDE LN	BUILDING	71,637
47	1	4202 SWEDE LN	PAVED SURFACES	1,785
48	1	2204 GOLF LINKS	BUILDING	26,450
48	1	2204 GOLF LINKS	PAVED SURFACES	1,785
49	1	4001 TANYARD RD	BUILDING	36,369
49	1	4001 TANYARD RD	PAVED SURFACES	1,785
50	1	3000 COUNTRY CLUB RD	BUILDING	33,063
50	1	3000 COUNTRY CLUB RD	PAVED SURFACES	100
51	1	NOTTING HILL RD	BUILDING	26,450
51	1	NOTTING HILL RD	PAVED SURFACES	1,785
52	1	5500 N DENNIS WEAVER	BUILDING	21,491

52	1	5500 N DENNIS WEAVER	PAVED SURFACES	1,785
53	1	5202 N DENNIS WEAVER	BUILDING	62,820
53	1	5202 N DENNIS WEAVER	PAVED SURFACES	1,785
54	1	3620 W 7TH ST	BUILDING	22,042
54	1	3620 W 7TH ST	PAVED SURFACES	100
55	1	2002 N BLACK CAT RD	BUILDING	18,515
55	1	2002 N BLACK CAT RD	PAVED SURFACES	1,785
56	1	1816 S CLEVELAND TER	BUILDING	84,421
56	1	1816 S CLEVELAND TER	PAVED SURFACES	1,785
57	1	2730 ST JOHNS BLVD	BUILDING	207,195
57	1	2730 ST JOHNS BLVD	PERSONAL PROPERTY	1,706,000
57	1	2730 ST JOHNS BLVD	PAVED SURFACES	100
58	1	6720 E 30TH STREET	BUILDING	4,589,264
58	1	6720 E 30TH STREET	PERSONAL PROPERTY	309,000
58	1	6720 E 30TH STREET	PAVED SURFACES	1,785
59	1	606 KENTUCKY AVE	BUILDING	927,000
59	1	606 KENTUCKY AVE	PERSONAL PROPERTY	82,400
59	1	606 KENTUCKY AVE	PAVED SURFACES	1,785
60	1	3010 W 1ST ST	BUILDING	1,102,100
60	1	3010 W 1ST ST	PERSONAL PROPERTY	1,598
60	1	3010 W 1ST ST	PAVED SURFACES	1,785
60	2	3010 W 1ST ST	BUILDING	82,658
60	2	3010 W 1ST ST	PAVED SURFACES	1,785
61	1	120 N PORTER AVE	BUILDING	12,360
61	1	120 N PORTER AVE	PERSONAL PROPERTY	10,300
61	1	120 N PORTER AVE	PAVED SURFACES	1,785
62	1	300 COLONIAL DR	BUILDING	10,300,000
62	1	300 COLONIAL DR	PERSONAL PROPERTY	51,500
62	1	300 COLONIAL DR	PAVED SURFACES	1,785
63	1	APPLE ROAD	BUILDING	309,000
63	1	APPLE ROAD	PAVED SURFACES	1,785
64	1	4230 S DUQUESNE RD	BUILDING	216,300
64	1	4230 S DUQUESNE RD	PAVED SURFACES	1,785
65	1	4616 S DUQUESNE RD	BUILDING	216,300
65	1	4616 S DUQUESNE RD	PAVED SURFACES	1,785

66	1	3110 WOODLAND DR	BUILDING	216,300
66	1	3110 WOODLAND DR	PAVED SURFACES	1,785
67	1	3300 WOODLAND DR	BUILDING	216,300
67	1	3300 WOODLAND DR	PAVED SURFACES	1,785
68	1	N MOFFETT & GLENVIEW PLACE	BUILDING	70,000
68	1	N MOFFETT & GLENVIEW PLACE	PAVED SURFACES	1,785
68	2	N MOFFETT & GLENVIEW PLACE	BUILDING	30,000
68	2	N MOFFETT & GLENVIEW PLACE	PAVED SURFACES	1,785
69	1	ADVENTURE LANE	BUILDING	7,000,000
69	1	ADVENTURE LANE	PAVED SURFACES	1,785
70	1	W 15TH STREET & ADELE AVE	BUILDING	30,000
70	1	W 15TH STREET & ADELE AVE	PAVED SURFACES	1,785
71	1	102 N RANGE LINE RD	BUILDING	265,000
71	1	102 N RANGE LINE RD	PAVED SURFACES	1,785
72	1	33RD ST & MCCLELLAND BLVD	BUILDING	265,000
72	1	33RD ST & MCCLELLAND BLVD	PAVED SURFACES	1,785
72	2	33RD ST & MCCLELLAND BLVD	BUILDING	385,000
72	2	33RD ST & MCCLELLAND BLVD	PAVED SURFACES	1,785
73	1	1201 S MAIDEN LN	BUILDING	15,000
73	1	1201 S MAIDEN LN	PAVED SURFACES	1,785

**Deductible is Per Occurrence unless otherwise stated.*

***Coinsurance is a responsibility of the insured; Insureds must request appropriate property limits to value, be it Replacement Cost or Actual Cash Value. Failure to carry appropriate property limits could result in a coinsurance penalty, in the event of a claim*

Deductibles

- $100,000 All Other Perils
- $100,000 Discharge of Water Peril
- $100,000 Leakage Fire Prot Peril
- 24 Hour Waiting Period
- 72 Hour Waiting Period Discharge of Water
- 72 Hour Waiting Period Leakage Fire Prot
- Extended Period: Unlimited
- Wind/Hail/Hurricane Property Damage Per Premise/Per Occurrence Percentage Deductible – 2%
- Wind/Hail/Hurricane Property Damage Minimum Dollar Deductible $100,000
- Wind/Hail/Hurricane Waiting Period Per Premises/Per Occurrence (Consecutive Hours) 72 Hours
- The information shown above applies to: all premises coverages; all additional coverages; and debris removal coverage, and all premises, unless corresponding specific information is shown as applicable to a specific premises or coverage.

Valuation

- Replacement Cost
- Cost of Replacement at any Location
- Brands & Labels
- Construction Fees
- Customs Duties
- Extended Warranties
- Ordinance or Law
- Selling Price on Finished Stock and Sold Personal Property
- Replacement Cost on Personal Property of Others, Business Personal Property You Lease and Personal Property of Employees
- Replacement Cost on Research and Development Property if repaired, replaced or reproduced
- Valuation on Tenants' I & B when not replaced – ACV
- 24 Months to Decide to Repair or Replace

ADDITIONAL COVERAGES

Coverage	Limit
Business Income/Extra Expense - Blanket	$2,500,000
Business Income – Loss of Utilities – Overhead Lines - Blanket	$250,000
Paved Surfaces - Blanket	$400,000
EDP Property on Premises – Blanket	$3,842,319
Machinery Breakdown	Included
Errors or Omissions	$1,000,000
Ocean Cargo Goods In Transit	$50,000
Personal Property in Transit	$500,000
Prohibition of Access – Per Occurrence	$50,000
Prohibition of Access – Annual Aggregate	$100,000
Blanket Limit of Insurance applies to the below: Accounts Receivable Electronic Data Processing Property Fine Arts Leasehold Interest – Bonus Payment, Prepaid Rent, Sublease Profit, Tenants' Lease Interest Leasehold Interest – Undamaged Tenant's Improvements & Betterments Non-Owned Detached Trailers Outdoor Trees, Shrubs, Plants or Lawns Pair and Set Personal Property of Employees Public Safety Services Charges Research and Development Property Valuables Papers	$500,000
Any other location for: Accounts Receivable Building Components EDP Property Fine Arts Personal Property R&D Property Valuable Papers	$75,000 $75,000 $75,000 $75,000 $75,000 $75,000 $75,000
Debris Removal 25% of direct damage loss; plus Premises Shown in the	$500,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

Declarations Any Other Location In Transit	$50,000 $50,000
Deferred Payments	$50,000
Exhibition, Fair or Trade Show: EDP Property Fine Arts Personal Property	 $75,000 $75,000 $75,000
Extra Expense	$250,000
Fungus Clean-Up or Removal	$50,000
Installation: Any Job Site In Transit	 $50,000 $50,000
In Transit For Accounts Receivable Building Components EDP Property Fine Arts Personal Property Valuable Papers	 $50,000 $50,000 $50,000 $50,000 $50,000 $50,000
Loss of Master Key	$25,000
Loss Prevention Expense	$25,000
Mobile Communication Property Minimum Deductible - $3,5000	$25,000
Money & Security On Premises Off Premises	 $25,000 $25,000
Pollutant Cleanup or Removal	$50,000
Processing Water	$25,000
Preparation of Loss Fees	$25,000
Newly Acquired Premises or Newly Acquired or Constructed Property for 180 days Building Personal Property Personal Property at Existing Premises EDP Equipment Electronic Data Communication Property Fine Arts	 $5,000,000 $2,500,000 $100,000 $2,500,000 $250,000 $250,000 $50,000
Business Income	

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

Any Other Location	$50,000
Contractual Penalties	$25,000
Loss of Utilities (Excludes Overhead Trans. Lines)	$25,000
Exhibition, Fair or Trade Show	$25,000
Ingress & Egress	$50,000
Newly Acquired Premises – Business Income	$250,000 for 180 days
Pollutant Clean-Up or Removal	$25,000
Preparation of Loss Fees	$25,000
Worldwide Dependent Business Premises	$250,000

EARTHQUAKE W/EQSL SUB LIMIT

Coverage	Limit
Policy Annual Aggregate Limit	$15,000,000
Earthquake W/EQSL Sub Limit Premises 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17,18,19,20,21,22,23,24,25,26,27,28, 29,30,31,32,33,34,35,36,37,38,39,40,41,42,43,44,45,46,47,48,49,50,51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73	
Premises Annual Aggregate Limit	$15,000,000
Per Occurrence Limit	$15,000,000
Property Damage Per Premises/Per Occurrence Dollar Deductible	$100,000
Waiting Period Per Premises/Per Occurrence (Consecutive Hours)	48 Hours

FLOOD

Coverage	Limit
Policy Annual Aggregate Limit	$15,000,000
Flood (Inundation, Back-Up and Mud Flow Included) Premises 3,8,9,10,11,12,13,18,20, 24, 25, 27, 28, 30, 32, 36, 37, 38, 42, 43, 46, 47, 49, 51, 52, 54, 71, 73	
Premises Annual Aggregate Limit	$15,000,000
Per Occurrence Limit	$15,000,000
Per Occurrence Dollar Deductible	$100,000
Per Occurrence Waiting Period (Consecutive Hours)	48 Hours
Flood (Inundation, Back-Up and Mud Flow Included) Premises 2, 4, 5, 16, 21, 26, 29, 35, 39, 40, 41, 48, 55, 56	
Premises Annual Aggregate Limit	$2,500,000
Per Occurrence Limit	$2,500,000
Per Occurrence Dollar Deductible	$100,000
Per Occurrence Waiting Period (Consecutive Hours)	72 Hours
Flood (Inundation, Back-Up and Mud Flow Included) Premises 1, 6, 7, 14, 15, 17, 19, 22, 23, 31, 33, 34, 44, 45, 50, 53, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 69, 70, 72	
Premises Annual Aggregate Limit	$500,000
Per Occurrence Limit	$500,000
Per Occurrence Dollar Deductible	$500,000
Per Occurrence Waiting Period (Consecutive Hours)	72 Hours

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

80-02-0280	07-03	SCHEDULE OF MORTGAGEES/LOSS PAYEES
80-02-1361	03-19	ADDITIONAL PERIL COMB EQ/EQSL LMT/DED/WP
80-02-1428	03-19	ADD'L PERIL-FLOOD LIMIT/DED OR WP PER OCC
80-02-0005	01-18	PROPERTY DECLARATIONS
80-02-0045	03-20	MALICIOUS PROGRAMMING EXCLUSION ADDED
80-02-0177	02-22	FUNGUS CLEAN UP OR REMOVAL PREM COV AMENDED
80-02-0220	01-15	PROPERTY SUPPLEMENTARY DECLARATIONS
80-02-0225	07-03	PROPERTY SUPPLEMENTARY DEC.-BUSINESS INCOME
80-02-0459	11-23	MALICIOUS PROGRAMMING AND SYSTEM - DEF AMEND
80-02-1000	03-19	BUILDING AND PERSONAL PROPERTY
80-02-1004	03-19	BUSINESS INCOME WITH EXTRA EXPENSE
80-02-1018	03-19	EXTRA EXPENSE
80-02-1097	03-19	PROPERTY/BI CONDITIONS & DEFINITIONS
80-02-1324	10-06	WINDSTORM / HAIL DEDUCTIBLE OR WAITING PERIOD
80-02-1345	07-03	OFF PREMISES OVERHEAD UTILITY EQUIPMENT
80-02-1357	03-19	WATER DEDUCTIBLE OR WAITING PERIOD
80-02-1382	07-03	ADDITIONAL COVERAGE - PAVED SURFACES
80-02-1435	06-05	MARGIN PERCENTAGE – 110%
80-02-5188	06-05	VACANCY CONDITION ADDED
80-02-1634	07-03	LIMITS OF INS. - LOSS LIMIT OF INS.
80-02-1658	01-15	CAP ON CERT. TERRORISM LOSSES (ALL PREMISES)
80-02-1690	06-05	UNINTENTIONAL ERRORS OR OMMISSIONS
80-02-1879	08-13	MO MAND APPRAISAL & LEGAL ACTION AGAINST US
80-02-2208	07-20	VIRUS, BACTERIA OR MICROORGANISM EXCL ADDED
80-02-5355	01-15	SPECIAL WAITING PERIOD PROVISION ADDED
80-02-5407	03-19	OCEAN CARGO COVERAGE ADDED
80-02-5593	03-06	MO MAND - FAILURE TO NOTIFY WITHIN 180 DAYS
80-02-5649	01-09	MO MANDATORY - FAILURE TO GIVE PROMPT NOTICE
80-02-5686	08-13	MISSOURI MANDATORY-INNOCENT CO-INSURED
80-02-5698	09-22	ERRORS IN SYSTEMS PROGRAMMING EXCL AMENDED
80-02-5702	10-22	AUTO INCREASE IN LIMITS PROVISION AMENDED
99-10-0996	04-18	IMPORTANT NOTICE-NY LOC INSPECTIONS
80-02-0463	01-24	CONDITIONS - ADDITIONAL BENEFITS
80-02-9001	06-98	HOW TO REPORT A LOSS
80-02-9090	06-05	COMMON POLICY CONDITIONS
80-02-9754	08-13	MO MAND-CANCEL,WHEN WE DO NOT REWEW&GUARANTY
80-02-9790	03-12	COND - CIVIL UNIONS OR DOMESTIC PARTNERSHIPS
80-02-9800	12-08	INSURING AGREEMENT
80-10-9145	01-01	IMPORTANT NOTICE - MISSOURI
99-10-0732	01-15	NOTICE TO POLICYHOLDERS-TRIPRA
99-10-0792	09-04	IMPORTANT NOTICE - OFAC
99-10-0872	06-07	AOD POLICYHOLDER NOTICE
99-10-0997	11-20	IMPORTANT NOTICE TO POLICYHOLDER'S

SUBJECT TO

- Please return a signed SOV.
- Please confirm terrorism election

EXCESS PROPERTY

CARRIER	Chubb European Group SE
A.M. BEST RATING	A++ XV
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Excess Property

NAMED INSURED

City Of Joplin

PERILS INSURED

All Risks of Direct Physical Loss or Damage Including Boiler and Machinery but Excluding Flood, Earthquake and Terrorism

LIMITS

Coverage	Limit
In Excess of $75,000,000	$215,625,701
Earthquake in the annual aggregate	$25,000,000
Flood in the annual aggregate	$15,000,000
Errors and Omissions	$1,000,000
Ingress/Egress	$50,000
Business Income with Extra Expense	$2,500,000

TOTAL VALUES DECLARED

- $290,625,701

DEDUCTIBLES

- $100,000
- 24 Hours Business Income

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list

NMA 45 New Short Rate Cancellation Table Endorsement (U.S.A.)
NMA 2920 Terrorism Exclusion Endorsement
LMA 5390 - U.S. Terrorism Risk Insurance Act of 2002 as amended Not Purchased Clause
NMA 2340 – US & Canada, Land, Water and Air Exclusion, Seepage and/ or Pollution and/ or Contamination Exclusion & Debris Removal Endorsement (Combined Clause)
NMA 2802 – Electronic Date Recognition Exclusion (EDRE)
NMA 2962 – Biological or Chemical Materials Exclusion
LMA 5018 Micro-organism Exclusion (MAP) (Absolute)
LMA 5401 – Property Cyber and Data Exclusion
Minimum Earned premium Clause (35%)
Hurricane Minimum Earned Premium Endorsement
Values Limitation Endorsement LMA5599 (110%)
Loss Payee(s) and/or Mortgagee(s) Interest Clause
Preservation of Property Clause
LMA 3100A – Sanctions Limitation Clause
LSW 1001 – Several Liability Notice
Service of Suit Clause (U.S.A.) - LMA5020
Replacement Cost Endorsement
Prior Loss Clause
Asbestos exclusion
LMA 5393 - Communicable Disease Endorsement
NMA 464 - War and Civil War Exclusion Clause
NMA 1191 - Radioactive Contamination Exclusion Clause - Physical Damage – Direct
LMA 5130 - Application of Sublimits Endorsement
LSW 1135B - Lloyd's Privacy Policy Statement
Business Interruption Extension – LMA 5039
Territorial Exclusion: Russia, Ukraine and Belarus LMA5583b
All In Endorsement
Business Interruption Extension - LPO349C

PREMIUM

$	354,000.00	Premium (Minimum & Deposit)*
$	8,750.00	Carrier Broker Fee (Fully Earned)
$	362,750.00	Total, Subject to Audit for Final Premium Determination

√ Minimum Earned Premium - 25%

Missouri Non-Admitted Regulatory Disclosure:

- This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the State of Missouri and is not subject to its supervision.

CO-INSURANCE PENALTY

A policy may contain a co-insurance clause requiring that the limit of coverage be a minimum percentage (usually 80%) of the insurable value of your property. If the amount of insurance carried is less than what is required by this clause, any claim payment may be reduced by the same percentage as the deficiency.

Below is an example of how the Co-Insurance Clause works:

Assuming

- 80% Co-Insurance Clause
- $1,000,000 Insurable Value at the time of loss
- $400,000 Insurance Carried
- $800,000 Insurance Required (80% of $1,000,000)
- $100,000 Loss
- $10,000 Deductible

$$\left(\frac{\text{Insurance Carried}}{\text{Insurance Required}} \times \text{Amount of Loss}\right) - \text{Less Deductible} = \text{Amount Recovered}$$

$$\left[\frac{\$400{,}000}{\$800{,}000} \times \$100{,}000\right] = \$50{,}000 - \$10{,}000 = \$40{,}000$$

Result

- Amount Recovered before Deductible = $50,000
- Amount Recovered after Deductible = $40,000

*Coinsurance is a responsibility of the insured; Insureds must request appropriate property limits to value, be it Replacement Cost or Actual Cash Value. Failure to carry appropriate property limits could result in a coinsurance penalty, in the event of a claim.

CRIME

CARRIER Travelers Casualty and Surety Company of America

A.M. BEST RATING A++ (Superior)

POLICY PERIOD 4/7/2026 - 4/7/2027

COVERAGE Crime

NAMED INSURED

- City Of Joplin

COVERAGE

Description	Deductible*	Limit
Employee Theft	$50,000	$2,000,000
Forgery	$50,000	$2,000,000
On Premises	$50,000	$2,000,000
In Transit	$50,000	$2,000,000
Money Order & Counterfeit Currency	$50,000	$2,000,000
Computer Fraud	$50,000	$2,000,000
Computer program and Electronic Data Restoration Expense	$50,000	$100,000
Funds Transfer Fraud	$50,000	$2,000,000
Claim Expense	$0	$5,000
Telecommunication Fraud	$5,000	$100,000
Social Engineering Fraud	$10,000	$100,000

**Deductibles apply "per occurrence" unless stated otherwise*

NOTABLE ENDORSEMENTS

- Note: Refer to policy for complete list.
- ACF-7006-0511;
- CRI-3001-0109;
- CRI-7126-0109;
- CRI-7129-0109;
- CRI-19072-0315;
- CRI-19101-1117;
- CRI-19115-0519;
- CRI-19085-0919;
- CRI-19122-1120;
- CRI-5026-0613;
- CRI-4011-1010

INLAND MARINE

CARRIER	Federal Insurance Company
A.M. BEST RATING	A++ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Inland Marine

NAMED INSURED

- City Of Joplin

COVERAGES

Coverage	Limit
Coverage Type	Contractors' Equipment (Blanket)
Valuation	Replacement Cost, except property 5 years old and older will be valued at Actual Cash | Scheduled Live Animals Valuation – Cash Market Value
Total Value Insured	$7,751,058
Any One Item	$234,458
Co-Insurance	N/A
Flood Annual Aggregate	$1,000,000
Earthquake Annual Aggregate	$1,000,000

MISCELLANEOUS ARTICLES

Description	Maximum Per Item	Limit
Storm Sirens	$28,982	$925,101
Flood Annual Aggregate		Included
Earthquake Annual Aggregate		Included

SCHEDULED LIVE ANIMALS

Description	Limit
Scheduled Live Animals - Any One Occurrence, not to exceed the value of each item per Schedule attached to policy	$100,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

EQUIPMENT SCHEDULE

	Equipment	Serial Number	Amount
1	FMC SPRAYER	A300230	9,437.00
2	WILDCAT COMPOST TURNER CX725	365291	50,860.00
3	READ SCREEN-ALL-RD-40A	940	57,207.00
4	CATERPILLAR 925 E LOADER	94Z03935	72,500.00
5	FLINK SNOW PLOW	PR10302A	6,845.00
6	JOHN DEERE TURF TRACTOR	CD30296D270840	12,890.00
7	JOHN DEERE TRACTOR LOADER	M00870B160557	12,660.00
8	HYDRAULIC BREAKER OKADA	KADA304B	12,550.00
9	FLASHING ARROW SIGNAL (TRAFCO)	1097SE1526	4,690.00
10	FIATALLIS-GRADER	79A07035	9,350.00
11	WILSON GENERATOR OLYMPIAN D40P1	FE090340-02	14,680.00
12	HIWAY SALT SPREADER	109434	7,758.00
13	FLINK SNOW BLOW		7,320.00
14	JOHN DEERE 310 SE BACKHOE	T0310SE849299	54,160.00
15	BUSH BANDIT WOOD CHIPPER	13236	22,989.00
16	REVERSE PO FOR OPERATIONAL SUPPLIES	13YFS1626XC073058	850.00
17	FLINK SNOW PLOW	1319	7,085.00
18	CLARK FORKLIFT	P365G05499527FB	18,081.00
19	BANDIT WOOD CHIPPER	135520	22,995.00
20	HIGHWAY SPREADER BOX	113753	11,806.00
21	HENKE SNOW PLOW	5385	7,039.00
22	GANG FINISH MOWER	12-00300	7,700.00
23	LEAF VACUUM	0202-3347	13,210.00
24	GRASSHOPPER MOWER	5215150	15,670.00

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	Equipment	Serial Number	Amount
25	YAMAHA 4 WHEELER	JY4AM02Y52C023950	7,414.00
26	YAMAHA 4 WHEELER	JY4AM02Y62C020829	7,414.00
27	RHINO EARTH AUGER	10011	3,975.00
28	MONROE SNOW PLOW	10/10/3424 0:00	4,950.00
29	HAZMAT TRAILER GENERATOR	12/29/1969 0:00	12,500.00
30	KOMATSU WHEEL LOADER	A73056	95,829.00
31	WIEDENMANN AERATOR	434KC1213	15,137.00
32	HENDERSON SALT SPREADER	FHS22862	10,532.00
33	HAZ MAT TRAILER/GENERATOR	47ZWB24204X032931	12,300.00
34	JOHN DEERE ROTARY CUTTER	W0CX15E003283	12,805.00
35	BOMAG ROLLER	901800011182	16,315.00
36	CONEQTEC COLD PLANNER	C11243	11,790.00
37	THOMPSON PUMP/TRLR	1T9CT09165P34213	13,156.00
38	JOHN DEERE ZERO TURN MOWER	DM997RB010185	11,893.00
39	KOHLER GENERATOR	2084026	29,154.00
40	JOHN DEER TRACTOR	LO6415D523684	47,800.00
41	GIANT LEAF VACUUM	1X6713	14,500.00
42	JOHN DEERE TRACTOR	L06320H494406	49,680.00
43	GOLF CART	726773	950.00
44	CASE 721-E LOADER	N2F204190	137,786.00
45	SNAPPER BRUSH MOWER	2013139818	2,465.00
46	SWENSON SALT SPREADER	0109-1159	11,682.00
47	SWENSON SPREADER BOX	0309-1000	12,862.00
48	SNOW PLOW	50616	7,140.00

	Equipment	Serial Number	Amount
49	SNOW PLOW	5-0615	7,140.00
50	SULLAR AIR COMPRESSOR	VIN-200903030023	12,027.00
51	FOLEY GRINDER	80663201110	23,028.00
52	JOHN DEERE TRACTOR	LV5065M160056	21,687.00
53	JOHN DEERE TRACTOR	LV5065M160057	21,687.00
54	FINISH FLEX MOWER	59770	9,589.00
55	CASE DOZER 850K-XLT	CAL004520	61,510.00
56	CAT GENERATOR	CAT-000LGBE00228	17,760.00
57	OLD DOMINION LEAF MACHINE	1ZPL1615AR168012	17,321.00
58	TORO REEL MASTER	03806-31000114	40,000.00
59	JOHN DEERE TRACTOR	L06230H660878	39,936.00
60	SNOW PLOW	50847	7,030.00
61	HYUNDAI EXCAVATOR	HHIHG602LB0000148	160,400.00
62	CASE 721-E LOADER	NAF208488	155,400.00
63	GUARDIAN ULV FOGGER	337	6,515.00
64	DOOSAN FORK LIFT	FGAOX-490-10030	21,919.00
65	MAST EXPLORER FORK LIFE	H50DA2WD	10,000.00
66	VERMEET STUMP GRINDER	1VRU141H011001125	17,000.00
67	KUBOTA TRACTOR	70842	21,080.00
68	JD MOWER TRACTOR	1LV1026RVAH110195	14,990.00
69	RHINO MOWER	11411	11,800.00
70	TAKEUCHI MINI EXCAVATOR	VIN-514400005	161,900.00
71	TAKEUCHI SKID LOADER	2010211	70,240.00
72	KUBOTA TRACTOR	17331	20,500.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
73	KUBOTA TRACTOR	89392	44,066.00
74	NEW HOLLAND TRACTOR	ZCAE01320	36,400.00
75	CATERPILLAR 12M2 ROAD GRADER	0012KR9P00132	231,000.00
76	CATERPILLAR ROLLER	22001294	31,500.00
77	JOHN DEERE EXCAVATOR	IFF225DXJCD502235	185,426.00
78	CATERPILLAR LOADER	CAT0938KASWL01645	169,500.00
79	SMITHCO SPRAYER	551348	25,496.00
80	TORA SANDER	4.47013E+13	11,721.00
81	VIKINGS SNOW PLOW	51551	8,339.00
82	PERFECT POINT TILLER	24003	1,479.00
83	VIKING SNOW PLOW	51491	8,339.00
84	SWENSON SALT SPREADER	0214-3580	11,543.00
85	VIKING SNOW PLOW	5-1489	7,795.00
86	HENKLE SIDE PLOW	18526	8,658.00
87	JOHN DEERE GATOR	1M06X4DDEEM090241	10,396.00
88	JOHN DEERE FLEX WING ROTARY CUT	1POCX15FLET044146	15,975.00
89	JOHN DEERE TRACTOR	1PO6105DCEM051787	50,717.00
90	PULL BEHIND SPRAYER	E1526-17-16LT1863	3,500.00
91	FERRIS ZERO TURN MOWER	2016792068	10,088.00
92	ARTIC SNOW PUSHER	S3883	7,500.00
93	JOHN DEERE TRACTOR 5085	1LV5085ECEY241425	43,263.00
94	CONCRETE CUTTER	149585	2,950.00
95	GEHL MINI LOADER	GHL5L500K00052119	42,000.00
96	ATLAS AIR COMPRESSOR	4500A1016FR050827	24,650.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
97	SNOW BLOWER W/ATTACHMENTS	1TOSB84BC0000179	23,100.00
98	TSURUMI PUMP 4042TF290	1P9BP1368FV591772	43,459.00
99	SWENSON SALT SPREADER (SMALL)	0915-8521	6,350.00
100	BOSS SNOW PLOW	270884	5,500.00
101	JOHN DEERE GATOR	1MO825GEPGM111596	12,186.00
102	DEGELMAN BLADE ATTACHMENT	20084	6,857.00
103	CASE 590 SUPER LOADER	JJGN59SNCFC724126	72,000.00
104	GRASSHOPPER ZEROTURN	6712311	8,561.00
105	JOHN DEERE MOWER CAB	ITCI575VVGS020269	30,359.00
106	JOHN DEERE ZERO TURN MOWER	ITC950MCHGT051020	8,500.00
107	CRAFCO TAR POT	1C9SV1228G1418528	53,500.00
108	HYDRO TEK POWER WASHER	201404464	6,500.00
109	BILLY GOAT DETHACHER	CNFDG20D4090001	1,400.00
110	MIKASAS TAMPER	B4299	2,999.00
111	TORO MOWER 3500 SLOPE	30807-400236756	32,000.00
112	JOHN DEERE ROTARY CUTTER	1P0CX15EVHP065001	18,097.00
113	VIKING SNOW PLOW	52027	8,750.00
114	SWENSON SALT SPREADER	60050025-08	14,470.00
115	HENKLE SIDE PLOW	19604	8,922.00
116	FRONTIER BRUSH HOG	1XFRC20XKD0044397	999.00
117	TORO PROCORE & TOP GREENS DRESSER	09749-316000106	20,667.00
118	GRASSHOPPER ZEROTURN	6812235	14,218.00
119	HENDERSON LIQUID APPLICATOR TANK	1HTWPSUT9HH522941	19,319.00

	Equipment	Serial Number	Amount
120	CRAFCO TAR POT	1C9SB1228H1418501	60,411.00
121	JOHN DEERE GATOR	1MO6X4DDKJM130091	13,980.00
122	JOHN DEERE UTILITY TRACTOR	1LV5085EEJJ402785	54,268.00
123	GRASS HOPPER MOWER	6812585-6841725	15,000.00
124	GRASS HOPPER MOWER	6815541	15,000.00
125	SWENSON SALT SPREADER	0118-6058	12,964.00
126	VIKING SNOW PLOW	52303	7,910.00
127	SWENSON SALT SPREADER	0214-363	14,500.00
128	AIRLESS LINE PAINT STRIPER	A18A17H449002698	6,500.00
129	TORO ROUGH MOWER	403312453	57,896.00
130	YAMAHA VMAX	JOG-000259	7,889.00
131	CARRY ALL MAINT CART	A5CUBB2D3HA31855	8,750.00
132	CARRY ALL MAINT CART	A5CUBB2DXHA831867	8,750.00
133	AMERICAN SIGNAL MSG BOARD	1A9BS0315G2228635	11,750.00
134	AMERICAN SIGNAL MSG BOARD	1A9BS0313G2228634	11,750.00
135	ATLAS AIR COMPRESSOR	4500A1019JR057649	27,495.00
136	CRAFCO TAR POT	1C9SV1221J1418488	65,000.00
137	CASE TRACK LOADER	JAFTR310JM454341	62,750.00
138	CNH CASE BUCKET (SNOW BLOW)	P10138	5,000.00
139	VIRNIQ (BRUSH UTTER)		5,000.00
140	JOHN DEERE GATOR	1NH4X2XDLKM140250	11,629.00
141	CATIPILLAR BACKHOE	CAT0420FEHWD03242	110,800.00
142	JOHN DEERE TRACTOR	1P06105EVJ0011088	10,000.00
143	HENDERSON BRINE EXTREME PRO	135190711362-1	20,884.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
144	HENDERSON BRINE EXTREME PRO	BXTF-711362-1	56,155.00
145	HENDERSON LIQUID APPLICATOR TANK	LAS-731580-1	19,318.00
146	BOBCAT MILLER WILDER	4327009031	4,106.00
147	BOSE SPREADER BOX	46636AQZ	6,035.00
148	CLARK FORKLIFT	52320-0461-10005-	33,065.00
149	ZERO TURN MOWER	6917412	16,000.00
150	CUSHMAN TRUCKSTER	7006044	25,110.00
151	SAND STAR & RAKE	2CSO447	17,200.00
152	VER MAC MESSAGE BOARD	1V9U54124JH223017	18,500.00
153	VER MAC MESSAGE BOARD	1V9U54126JH223018	18,500.00
154	VER MAC MESSAGE BOARD	1V9U54128JH223019	18,500.00
155	VER MAC MESSAGE BOARD	1V9U54124JH223020	18,500.00
156	BAD BOY ZERO TURN MOWER	BRG6135KA02190096	8,450.00
157	BAD BOY STAND UP MOWER	ZU-KEEE-3BKC-1UXX	5,950.00
158	SIDE PLOW / V KING CIVES	52820	9,600.00
159	SWENSON SALT SPREADER	0419-9260	14,530.00
160	VIKING SNOW PLOW	52683	7,670.00
161	SIDE PLOW / V KING CIVES	52684	9,600.00
162	SWENSON SALT SPREADER	0419-9256	14,530.00
163	VIKING SNOW PLOW	52819	7,670.00
164	ZERO TURN MOWER	7011764	16,575.00
165	BOMAG PLATE COMPACTOR	VIN-101630111493	1,650.00
166	TORO ARIFER AREATOR	405508334	25,795.00
167	JOHN DEERE TRACTOR	107776	36,403.00
168	FRONTIER MOWER	1XFFM21XL0365951	18,832.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
169	GRASSHOPPER ZERO TURN MOWER	7017246	17,710.00
170	JOHN DEERE FRONTIER MOWER	1XFFM21XCL0365954	19,450.00
171	HONDA CEMENT MIXER	302008050	2,830.00
172	SWENSON SALT SPREADER	0419-9261	15,151.00
173	VIKING SNOW PLOW	52862	8,500.00
174	SWENSON SALT SPREADER	0218-6131	15,151.00
175	VIKING SNOW PLOW	52861	8,500.00
176	POLARIS RANGER CART	VIN-1205831726190	15,500.00
177	ZERO TURN SCAG MOWER	R1400533	12,911.00
178	OFF ROAD ATV CANAM OUTLANDER	3JBLSAV25LJ000185	8,839.00
179	TORO GREENS TRI FLEX	409108850	50,828.00
180	TORO GREENS TRI FLEX	409108851	46,735.00
181	TORO GREENS MOWER	409108854	41,224.00
182	JOHN DEERE MOWER	1L06110MKLH968233	80,000.00
183	JOHN DEERE BATWING ROTARY CUT	1POOR15EMC002187	20,000.00
184	PONY MOTOR FOR VACCON	11219231	15,000.00
185	FABICK CAT- WHEEL LOADER	CAT0938MJP5K02835	227,000.00
186	GRASS HOPPER MOWER	7214538	17,525.00
187	POLARIS RANGER CREW XP1000	4XARSU994N8485947	27,011.00
188	GRASS HOPPER MOWER	7215225	14,000.00
189	GRASS HOPPER MOWER	7215226	20,000.00
190	GRASS HOPPER MOWER	534167 / 7214539	17,500.00
191	CATIPILLAR LOADER	OP5K03263-22M0064	218,670.00
192	JOHN DEER GATOR UTILITY	IM04X2XDJNM171576	15,000.00

	Equipment	Serial Number	Amount
193	ARTIC SNOW PUSHER	S/N L5395	19,899.00
194	JOHN DEER 6110M 4WD TRACTOR	1L06110MLNG152185	86,600.00
195	TORO SPRAYER	412127256	80,709.00
196	CASE LOADER	NNHPO4418	71,300.00
197	JOHN DEERE GATOR	1M04X2XVGM113652	8,500.00
198	EZ LINER DIAMOND VOGEL (PAINT STRIPPER)	JALE5W166P7303538	300,000.00
199	GRASS HOPPER MOWER	534187-7311976	18,687.00
200	GRASS HOPPER MOWER	534187-7311975	19,967.00
201	BOAT #1	1MG4SA37FB19	3,195.00
202	KUBOTA ZERO TURN MOWER	KGZ70-E2-M2	11,923.00
203	JOHN DEER GATOR UTILITY	1M0835MALPM062374	19,900.00
204	TORO SAND PRO	412690736	26,433.00
205	KUBOTA TRACTOR	KBUMFCDCHN8M97241	57,280.00
206	GROUNDSMASTER 3500-D	412878348	51,128.00
207	CLUB CAR TEMPO	BX2248-353827	5,250.00
208	CLUB CAR TEMPO	BX2248-353828	5,250.00
209	CLUB CAR TEMPO	BX2248-353741	5,250.00
210	CLUB CAR TEMPO	BX2248-353742	5,250.00
211	CLUB CAR TEMPO	BX2248-353743	5,250.00
212	CLUB CAR TEMPO	BX2248-353744	5,250.00
213	CLUB CAR TEMPO	BX2248-353745	5,250.00
214	CLUB CAR TEMPO	BX2248-353746	5,250.00
215	CLUB CAR TEMPO	BX2248-353748	5,250.00
216	CLUB CAR TEMPO	BX2248-353749	5,250.00

	Equipment	Serial Number	Amount
217	CLUB CAR TEMPO	BX2248-353751	5,250.00
218	CLUB CAR TEMPO	BX2248-353752	5,250.00
219	CLUB CAR TEMPO	BX2248-353755	5,250.00
220	CLUB CAR TEMPO	BX2248-353759	5,250.00
221	CLUB CAR TEMPO	BX2248-353761	5,250.00
222	CLUB CAR TEMPO	BX2248-353762	5,250.00
223	CLUB CAR TEMPO	BX2248-353766	5,250.00
224	CLUB CAR TEMPO	BX2248-353764	5,250.00
225	CLUB CAR TEMPO	BX2248-353824	5,250.00
226	CLUB CAR TEMPO	BX2248-353825	5,250.00
227	CLUB CAR TEMPO	BX2248-353826	5,250.00
228	CLUB CAR TEMPO	BX2248-353829	5,250.00
229	CLUB CAR TEMPO	BX2248-353830	5,250.00
230	CLUB CAR TEMPO	BX2248-353831	5,250.00
231	CLUB CAR TEMPO	BX2248-353832	5,250.00
232	CLUB CAR TEMPO	BX2248-353833	5,250.00
233	CLUB CAR TEMPO	BX2248-353834	5,250.00
234	CLUB CAR TEMPO	BX2248-353835	5,250.00
235	CLUB CAR TEMPO	BX2248-353886	5,250.00
236	CLUB CAR TEMPO	BX2248-353888	5,250.00
237	CLUB CAR TEMPO	BX2248-353892	5,250.00
238	CLUB CAR TEMPO	BX2248-353893	5,250.00
239	CLUB CAR TEMPO	BX2248-353899	5,250.00
240	CLUB CAR TEMPO	BX2248-353907	5,250.00
241	CLUB CAR TEMPO	BX2248-353910	5,250.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
242	CLUB CAR TEMPO	BX2248-353912	5,250.00
243	CLUB CAR TEMPO	BX2248-353918	5,250.00
244	CLUB CAR TEMPO	BX2248-353922	5,250.00
245	CLUB CAR TEMPO	BX2248-353923	5,250.00
246	CLUB CAR TEMPO	BX2248-353842	5,250.00
247	CLUB CAR TEMPO	BX2248-353843	5,250.00
248	CLUB CAR TEMPO	BX2248-353844	5,250.00
249	CLUB CAR TEMPO	BX2248-353845	5,250.00
250	CLUB CAR TEMPO	BX2248-353846	5,250.00
251	CLUB CAR TEMPO	BX2248-353847	5,250.00
252	CLUB CAR TEMPO	BX2248-353848	5,250.00
253	CLUB CAR TEMPO	BX2248-353852	5,250.00
254	CLUB CAR TEMPO	BX2248-353879	5,250.00
255	CLUB CAR TEMPO	BX2248-353883	5,250.00
256	CLUB CAR TEMPO	BX2248-353954	5,250.00
257	CLUB CAR TEMPO	BX2248-353955	5,250.00
258	CLUB CAR TEMPO	BX2248-353956	5,250.00
259	CLUB CAR TEMPO	BX2248-353957	5,250.00
260	CLUB CAR TEMPO	BX2248-353959	5,250.00
261	CLUB CAR TEMPO	BX2248-353961	5,250.00
262	CLUB CAR TEMPO	BX2248-353960	5,250.00
263	CLUB CAR TEMPO	BX2248-353967	5,250.00
264	CLUB CAR TEMPO	BX2248-353969	5,250.00
265	CLUB CAR TEMPO	BX2248-353870	5,250.00
266	TITAN LEAF PRO	1B9BK2210PD43357	67,655.00

	Equipment	Serial Number	Amount
267	CLUB CAR TEMPO	BX2248-353968	5,250.00
268	TORO REELMASTER 5010-H	412747532	84,537.00
269	TORO REELMASTER 5010-H	412747534	84,537.00
270	MIKASA MTX-70 HD (TAMPING RAMMER)	J11550	3,130.00
271	BILLY GOAT PRO POWER RAKE	71323299	1,701.00
272	LAND PRIDE MOWER	921080210	5,000.00
273	TITAN LEAF PRO	1B9BK2212PD943361	67,655.00
274	MOWERMAX BOOM MOWER	MMB23106-24	234,457.00
275	POLARIS SPORTSMAN 570	3NESEA570PN182307	7,599.00
276	POLARIS SPORTSMAN 570	3NESEA57XRN184147	7,599.00
277	JOHN DEERE SNOWBLOWER	1T0SB84BC0000179	6,780.00
278	JOHN DEERE HYDRALIC POWER UNIT	A063988	5,724.00
279	JOHN DEERE UTILITY BUCKET	A063992	1,300.00
280	JOHN DEERE FRONTIER LS1125	1XFLS11XJK0207727	7,202.00
281	JOHN DEERE ROTARY BROOM	1XFSW21XCK0190010	7,844.00
282	BOAT #2	IMG4SA47F920	7,691.00
283	BOAT #1	1MG4SA37FB19	3,195.95
284	SKID STEER MOUNT GRAPPLE	2074SS - MG	3,495.00
285	20 TON 24' STROKE LOG SPLITTER	WS2423424	4,175.00
286	CEM ER63 DIGITAL WHEEL BALANCER		4,800.00
287	300 GALLON BOOMLESS SPRAYER / HONDA ENGINE	1037887	7,000.00
288	CLEAN SWEEP ROTARY BROOM	7470077	7,249.50
289	90' DOZER BLADE	231914494	7,307.40
290	POLARIS SPORTSMAN 570	3NESEA570PN182307	7,599.00

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

	Equipment	Serial Number	Amount
291	POLARIS SPORTSMAN 570	3NESEA57XRN184147	7,599.00
292	HANDHELD HYDRAULIC BREAKER	BGF156540	7,950.00
293	ROTOARY R146 TIRE MACHINE		$8,778.00
294	500 GALLON BOOMLESS SPRAYRE / HONDA ENGINE	1036849	9,000.00
295	TURFCO BLOWER	421878	10,396.48
296	BAD BOY ROGUE 61' MOWER	BRG61385KA11230109	12,341.00
297	FORWARD LIFT #DP15N001LB		13,050.00
298	FORWARDLIFT #DP15N001BL		13,250.00
299	JOHN DEERE TRACTOR	1XFFM21XL0365951	18,832.12
300	CAN - AM DEFENDER	3JBUBAJ41SK000039	22,223.00
301	WOODS 15' BATWING FINISH OWER	1.0009E+13	26,645.56
302	HARPER ATM 72 LC ALL TERRAIN MOWER	19A10	58,741.67
303	JOHN DEERE 6110 M TRACTOR	1L06110MJPG182526	78,750.00
304	LCT-600 LEAF MACHINE ODB	1Z9PL1612RR168657	84,300.92
305	MOWERMAX BOOM MOWER	MMB23106-24	234,457.75
306	SPIDER SLOPE MOWER	LCD0211101EX-02313	33,000.00
307	SWENSON SPREADER BOX	0924-20402	15,000.00
308	K9 Vice		20,000.00
309	K9 Koa		20,000.00
310	K9 Ben		20,000.00
311	k9 Creed		20,000.00
312	K9 Max		20,000.00

DEDUCTIBLES

Note: Per occurrence unless stated otherwise.

- $2,500 Per Occurrence, Except
- $5,000 Golf Carts Per Occurrence
- $25,000 Flood
- $25,000 Earthquake
- $25,000 Wind or Hail

ADDITIONAL COVERAGES

Coverage	Limit
Debris Removal	$150,000
Fire Department Surcharges	$25,000
Pollutant Clean Up (Annual Aggregate)	$50,000
Inventory or Appraisals	$25,000
Fire Protective Equipment	$10,000
Watercraft Extension	$14,090

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

Malicious Programming Exclusion
Virus Bacteria or Microorganism Exclusion
Fungus Exclusion
04-02-1212 Cap on Certified Terrorism Losses
04-02-1758 Loss Payment Basis Exception for Older Property ACV
04-02-0687 Earthquake Specific Limits of Insurance
04-02-0689 Flood Specific Limits of Insurance
04-02-0696 Wind or Hail Specific Limits of Insurance
04-02-0708 Watercraft Extension
Various State Amendatory Endorsements as required.
04-02-1749 Malicious Programming Exclusion Added
04-02-1750 Virus, Bacteria or Microorganism Excl Added

04-02-1758 LPB Exception Older Prop-ACV Valuation –Valuation is Replacement Cost, except ACV for items 5 years and older

04-02-0696 Wind or Hail Specific Limits of Insurance

*Portion of Policy Premium attributable for terrorism and statutory standard fire where applicable is $0.

Malicious Programming Exclusion

Virus Bacteria or Microorganism Exclusion Fungus Exclusion

04-02-1212 Cap on Certified Terrorism Losses 04-02-0687 Earthquake Specific Limits of Insurance

04-02-0689 Flood Specific Limits of Insurance 04-02-0696 Wind or Hail Specific Limits of Insurance

04-02-0825 Schedule of Live Animals Various State Amendatory Endorsements as required.

GENERAL LIABILITY

CARRIER	The Travelers Indemnity Company
A.M. BEST'S RATING	A++ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	General Liability

NAMED INSURED

- City Of Joplin

Public liability (not Auto, Employers' or Other Specific Liability Type) for Bodily Injury and Property Damage claims, Personal and Advertising Injury, Products & Completed Operations, and Damage to Rented Premises, arising from business operations for which you are legally liable, subject to policy terms, conditions, and exclusions.

LIMITS OF LIABILITY

Coverage	Limit
General Aggregate Limit	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000
Personal & Advertising Injury	$1,000,000
Damage to Rented Premises	$500,000
Medical Expense Limit (Any One Person)	Excluded
Sewage Back-Up Limit	$1,000,000
Failure To Supply Limit	$1,000,000
Abuse or Molestation Aggregate Limit	$2,000,000
Each Abuse or Molestation Offense Limit	$1,000,000

GENERAL LIABILITY

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Occurrence Retention - $200,000
- Personal injury and Advertising Injury Each Person or Organization Retention - $200,000
- Each Abuse or Molestation Offense Retention - $200,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Limited Abuse Or Molestation Liability Coverage
- Exclusion - Communicable Diseases
- Exclusion - Designated Activities Or Operations - The Following Are Excluded:
- Hospital, Nursing Home, Rehabilitation Facility, Medical Clinic Or Other Type Of Medical Facility
- Airport, Including Any Airfield, Runway, Hangar Terminal, Or Other Property In Connection With Aviation Activities
- Exclusion - PFAS
- XTEND Endorsement For Public Entities
- Mobile Equipment Redefined - Public Entities
- Amendment - Pollution Exclusion
- Cap On Losses From Certified Acts Of Terrorism
- Exclusion - Injury To Volunteer Firefighters
- Exclusion - Law Enforcement Activities Or Operations
- Coverage C - Medical Payments Exclusion
- Exclusion - Employees And Volunteer Workers As Insureds For Certain Bodily Injury, Personal Injury And Property Damage
- Exclusion - Public Use Of Private Property
- Fungi Or Bacteria Exclusion - With Limited Exception For Bacteria In Sewage Back-Up
- Exclusion - Discrimination
- Exclusion - Professional Health Care Services - Public Entities
- Exclusion - Violation Of Consumer Financial Protection Laws
- Amendment Of Intellectual Property Exclusion
- Exclusion - Lead
- Exclusion - Nuclear Energy Liability
- Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
- Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit

- Amendment Of Contractual Liability Exclusion - Exception For Damages Assumed In An Insured Contract Applies Only To Named Insured
- Preservation Of Governmental Immunity - Missouri

PROFESSIONAL HEALTH CARE & SOCIAL SERVICES LIABILITY COVERAGE – DESIGNATED PROFESSIONAL – PUBLIC ENTITIES APPLIES WHEN "YES" IS INDICATED BELOW:

- Nurses – No
- Jail Nurses – No
- Coroner – No
- Paramedic/EMT – Yes
- Social Services – No

LIQUOR LIABILITY LIMITS OF LIABILITY

Coverage	Limit
Aggregate Limit	$1,000,000
Each Common Cause Limit	$1,000,000

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Common Cause Retention (Loss and Loss Expense) - $200,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Preservation Of Governmental Immunity - Missouri

EMPLOYEE BENEFITS LIMITS OF LIABILITY- CLAIMS MADE

Coverage	Limit
Aggregate Limit	$3,000,000
Each Employee Limit	$1,000,000

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Employee Self Insured Retention (Loss and Loss Expense) - $200,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Preservation Of Governmental Immunity - Missouri

LAW ENFORCEMENT LIMITS OF LIABILITY

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Wrongful Act Self Insured Retention – Damages and Defense Expenses - $200,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Exclusion - Lead
- Amendment Of Professional Health Care Services Exclusion – Emergency Medical Dispatchers Or 911 Operators
- Exclusion - PFAS
- Cap On Losses From Certified Acts Of Terrorism
- Amendment Of Common Policy Conditions - Prohibited Coverage -Unlicensed Insurance And Trade Or Economic Sanctions
- Amendment Of Law Enforcement Activities Or Operations
- Preservation Of Governmental Immunity - Missouri
- Mobile Equipment Redefined - Exclusion Of Vehicles Subject To Motor Vehicle Laws
- Fungi Or Bacteria Exclusion

PUBLIC ENTITY MANAGEMENT LIMITS OF LIABILITY- CLAIMS MADE

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Act Limit	$1,000,000

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Wrongful Act Self Insured Retention – Damages and Defense Expenses - $200,000
- Retro active Date 04/07/1995

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Limited Special Expenses Coverage – Key Employees

- Limited Special Expenses Aggregate Limit – Key Employees - $25,000
- Limited Special Expenses Participation Percentage – Key Employees – 10%
- Exclusion - PFAS
- Amendment Of Joint Powers Authority Definition
- Cap On Losses From Certified Acts Of Terrorism
- Amendment Of Network And Information Security Wrongful Act Definition
- Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions
- Amendment Of Law Enforcement Activities Or Operations Definition
- Preservation Of Governmental Immunity - Missouri

The Following are excluded when "Yes " is indicated below. If "No" is indicated, an amendment and/or manuscript endorsement may be required.

- Airport - Yes
- Health Care Facilities: Clinics – Yes
- Health Care Facilities: Hospital – Yes
- Health Care Facilities: Blood Banks - Yes
- Health Care Facilities: Nursing Homes - Yes
- Health Care Facilities: Rehabilitation Facilities – Yes
- Port Authority - Yes
- Transit Authorities – Yes
- Gas Utilities – Yes
- Electric Utilities – Yes
- Housing Authorities -Yes
- Schools or School Districts - Yes
- Joint Powers Authority - Yes

PUBLIC ENTITY EMPLOYMENT PRACTICES LIMITS OF LIABILITY- CLAIMS MADE

Coverage	Limit
Aggregate Limit	$1,000,000
Each Wrongful Employment Practice Offense Limit	$1,000,000

SELF-INSURED RETENTIONS

Note: Per occurrence unless stated otherwise

- Each Wrongful Employment Practce Offense Self Insured Retention – Damages and Defense Expenses - $200,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- *Retro active Date 04/07/1995*
- Amendment Of Joint Powers Authority Definition
- Cap On Losses From Certified Acts Of Terrorism
- Exclusion – Other Employment Laws
- Amendment Of Common Policy Conditions – Prohibited Coverage – Unlicensed Insurance And Trade Or Economic Sanctions
- Preservation Of Governmental Immunity – Missouri

The Following are excluded when "Yes " is indicated below. If "No" is indicated, an amendment and/or manuscript endorsement may be required.

- Airport - Yes
- Health Care Facilities: Clinics – Yes
- Health Care Facilities: Hospital – Yes
- Health Care Facilities: Blood Banks - Yes
- Health Care Facilities: Nursing Homes - Yes
- Health Care Facilities: Rehabilitation Facilities – Yes
- Port Authority - Yes
- Transit Authorities – Yes
- Gas Utilities – Yes
- Electric Utilities – Yes
- Housing Authorities -Yes
- Schools or School Districts - Yes
- Joint Powers Authority - Yes

PROFESSIONAL LIABILITY – HEALTH DEPARTMENT – CLAIMS MADE

CARRIER	TDC Specialty Insurance Company
BEST'S RATING	A XV
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Professional Liability – Health Department

NAMED INSURED

- City Of Joplin Health Department

PRINCIPAL ADDRESS

- 321 E 4th Street Joplin, Mo 64801

LIMITS OF LIABILITY

Coverage	Limit
Each Claim (other than Physical Abuse and Sexual Misconduct Claims)	$1,000,000
Each Claim - Physical Abuse / Sexual Misconduct	$100,000
Aggregate Sublimit - Physical Abuse / Sexual Misconduct	$300,000
Aggregate for all Claims	$3,000,000
Each Legal Defense Proceeding	$50,000
Aggregate for all Legal Defense Proceedings	$50,000
HIPAA Proceeding Reimbursement Annual Aggregate	$50,000

DEDUCTIBLE

- Each Claim $2,500

RETROACTIVE DATE

- 05/04/2017

PROFESSIONAL LIABILITY – HEALTH DEPARTMENT – CLAIMS MADE

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.
HPF-010001-09-16 Medical Facilities - PL, GL and EBL Policy Form - Claims-Made GL Policy
HPE-000001-02-23 SCHEDULE A - Schedule of Named Insureds Endorsement
HPE-000021-04-16 Delete Insuring Agreement (B) - General Liability and Medical Expense Reimbursement Coverage Endorsement
HPE-000022-04-16 Delete Insuring Agreement (C) - Employee Benefit Liability Coverage Endorsement
HPE-000023-04-16 Delete Insuring Agreement (D) - Evacuation Expense Reimbursement Coverage Endorsement
HPE-000050-07-16 Specific Claim(s) Exclusion
Excluded Claim(s):
any & all claims emanating from a wrongful act associated with WIC prior to 5/1/2019
any operations other than those specified on the declarations page as covered operations
HPE-000056-09-16 Service of Suit Endorsement
HPE-000086a-09-20 Specific Insured Medical Practitioner(s) Exclusion
Excluded Practitioner(s):
physicians other than a medical director
HPE-000089-06-17 Mailing Address Endorsement
City of Joplin Health Department 602 South Main Street
Joplin, MO 64801
HPE-000178-01-22 Amend ITEM 5.A. Deductible/Self-Insured Retention for Specified Claims Endorsement
HPE-010005-04-16 Delete Insuring Agreement (F) - Patient Property Loss Reimbursement Coverage Endorsement
HPE-010006-09-16 Defense Within the Limits Endorsement
HPE-010035-07-17 Schedule of Insured Medical Practitioners Endorsement
Insured Medical Practitioner(s): Rayni Lynn Teeter, M.D.
Retro Date: 07/07/2022
HPE-010046-07-18 Amend ITEM 8 Extended Reporting Period Endorsement
HPE-010047-10-19 HIPAA Proceeding Reimbursement Coverage Endorsement
Limit: $50,000
HPE-010055-11-19 Obstetrical and Surgical Claims Exclusion
HPE-010075-12-20 Death, Disability or Business Cessation Extended Reporting Period Endorsement
Key Individual:
HPE-010080-03-21 Biometric Information Privacy Claim Exclusion

SUBJECT TO

- Completed, signed and dated No Material Change Letter (signed and dated within 90 days of the effective date)

PROFESSIONAL LIABILITY – HEALTH DEPARTMENT – CLAIMS MADE

PREMIUM

$	28,449.00	Premium (Minimum & Deposit)*
$	28,449.00	Total, Subject to Audit for Final Premium Determination

Missouri Non-Admitted Regulatory Disclosure:

- This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the State of Missouri and is not subject to its supervision.

AVIATION – UNMANNED AIRCRAFT

CARRIER American Alternative Insurance Corporation

BEST'S RATING A+ XV

POLICY PERIOD 4/7/2026 - 4/7/2027

COVERAGE Aviation – Unmanned Aircraft

NAMED INSURED

- City Of Joplin

LIMITS OF LIABILITY

Coverage	Limit
Bodily Injury and Property Damage - Each Occurrence	$1,000,000
Personal Injury	$1,000,000
Medical Expense	$5,000

UNMANNED AIRCRAFT SYSTEMS

Aircraft	Limit	Deductible
2016 DJI Innovations Phantom 3 Professional SS3-WM3231507	NA	NA
DJI Innovations Mavis Pro 08QCE8801229QM	$1,399	10%
2022 DJI Innovations Mavic 2 Enterprise Advanced 4GCCK6NR0B0MSQ	$8,085	10%
DJI Innovations Matrice 200 V2 17SDGB1013R243	$12,656	10%
DJI Innovations Mavic 3 Pro Cine FA3PWCC7NH	$4,799	10%
DJI Innovations Mavic Air 3 FA3PWCEYRC	$1,549	10%
Spare Engines and Spare Parts	$5,700	10%

AVIATION – UNMANNED AIRCRAFT

ADDITIONAL COVERAGE

Coverage	Limit
Bail Bonds	$5,000
Fire Legal	$100,000
Contractual liability	Policy Limit
Product liability arising out of sale of scheduled aircraft	Policy Limit

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- E041 Electronic Data Event Liability Exclusion
- A121 Additional Insured
- A125 Amendment of Defined Terms
- C022 Limited Liability War Exclusion Limited Coverage
- C023 Limited Physical Damage War Exclusion Limited Coverage
- C025 Electronic Date Recognition Exclusion Limited Coverage
- C036 Expenses for Medical Services
- C039 Liability for Sale of Aircraft, Aircraft Parts or Services
- C041 Physical Damage to Spare Engines and Spare Parts
- C054 Terrorism (TRIA) Coverage - Hull & Liability
- C061 Aviation Personal And Advertising Injury Liability
- C064 Premises Coverage
- C066 Fire Legal Liability
- C095 Expanded Contractual Liability Endorsement
- N004 Non-Owned Aircraft Liability - Unmanned Aircraft System
- D004 TRIA Disclosure
- S047 Missouri Amendatory
- The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.

AIRPORT OWNERS AND OPERATORS LIABILITY

CARRIER Ace Property and Casualty Insurance Company

BEST'S RATING A++ Best

POLICY PERIOD 4/7/2025 - 4/7/2027

COVERAGE Airport Owners and Operators Liability

NAMED INSURED

- City Of Joplin

LIMITS OF LIABILITY

Coverage	Limit
Each Occurrence/Offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, Subject to the following limitations	$25,000,000
Personal Injury and Advertising Injury Annual Aggregate Limit	$25,000,000
Malpractice Annual Aggregate Limit	$25,000,000
Fire Damage Any One Fire	$150,000
Medical Expense Limit Any One Person	$1,000
Non-Owned Aircraft Liability Limit Any One Occurrence	$25,000,000
Products-Completed Operations Annual Aggregate Limit	Not Included
Hangarkeepers not "in flight" Limit Any One Occurrence	Not Insured
Hangarkeepers not "in flight" Limit Any One Aircraft	Not Insured

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- War, Hi-Jacking and Other Perils Exclusion Clause
- Noise, Pollution and other Perils Exclusion Clause
- 9001-MO (11/00) Missouri Changes - Pollution Exclusion
- 9002-MO (11/00) Missouri Changes - Medical Payments
- AAP 200 (05-22) Airport Owners and Operators General Liability Policy - Jacket
- AAP 201 (11/99) Airport Owners and Operators General Liability Policy - Declarations
- Page 3 of 4

AIRPORT OWNERS AND OPERATORS LIABILITY

- AAP 201S (11/99) Airport Owners and Operators General Liability Policy - Schedule of
- Endorsements
- AAP 202 (11/99) Airport Owners and Operators General Liability Policy
- AAP 203A (02/08) Extended Coverage - War, Hi-jacking and Other Perils Endorsement
- AAP 220 (11/99) Immunity Waiver Endorsement
- AAP 234 (11/99) Airport Limited Enhanced Coverage Endorsement
- AAP 237 (11/99) Nuclear Risks Exclusion Clause
- AAP 242 (11/99) Personal Injury Limitation Endorsement
- AAP 248 (11/99) Volunteers Endorsement
- AAP 255 (03/08) Date Recognition Limited Coverage Endorsement
- AAP 256 (11/99) Date Recognition Exclusion Endorsement
- AAP 270 (01/15) Amendment to Include Coverage for Certified Acts of Terrorism; Cap on
- Losses from Certified Acts of Terrorism
- AAP 273 (11/03) Pollution Endorsement
- AAP 275 (01/15) Limited Terrorism Coverage Endorsement
- AAP 277 (01/06) Silica And Silica-Related Dust Exclusion
- AAP 306 (03/08) Infringement of Copyright, Patent, Trademark or Trade Secret
- Endorsement
- AAP 307 (03/08) Amendment to Supplementary Payments (Court Cost) Endorsement
- AAP 316 (02/21) Exclusion - Access or Disclosure of Confidential or Personal Information -
- Advertising Injury or Personal Injury
- AAP 317 (01/22) Exclusion – Perfluorinated Chemicals
- ALL-20887 (10/06) ACE Producer Compensation Practices & Policies
- ALL-21101 (11/06) Trade or Economic Sanctions Endorsement
- ALL-5X45 (11/96) Questions About Your Insurance
- IL P 001 (01/04) U.S. Treasury Departments' Office of Foreign Assets Control ("OFAC")
- Advisory Notice to Policyholders
- TR-19604e (08/20) Notice Of Terrorism Insurance Coverage

AUTOMOBILE

CARRIER	The Travelers Indemnity Company
A.M. BEST'S RATING	A++ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Automobile

NAMED INSURED

- City Of Joplin

Basic Coverage Form for insuring commercial automobile exposures. Your Automobile Policy does not provide coverage for Cellular Telephones or for Mobile Sound Equipment, such as C.B. Radios, unless the coverage is added by special endorsement.

LIMITS

Auto Coverages	Limit
Combined Liability Auto Symbol 1	$1,000,000
Uninsured/Underinsured Motorists Auto Symbol 6	$1,000,000 Each Accident

Physical Damage	Deductible
Comprehensive Actual Cash Value Auto Symbol 2, 8	$25,000
Collision Actual Cash Value Auto Symbol 2,8	$25,000
Hired Car Physical Damage Comprehensive Deductible* Collision Deductible*	$1,000 $1,000

**Deductibles apply "per Auto" unless stated otherwise*

AUTOMOBILE SCHEDULE

Note: Coverage(s) vary by vehicle.

YEAR	DESCRIPTION	VIN #
2023	Dodge Ram	3C6JR7DG2PG669961
2023	Dodge Ram	3C6JR7DG0PG669960
2023	Ford Explorer	1FMSK8DH6PGB95388
2023	Dodge Ram	3C6JR7DG4PG669959
2023	Dodge Ram	3C6JR7DG6PG669963
2025	Ford F150	1FTEX1LP0SKE41019
2025	Ford Ranger	1FTER4PHXSLE33860
2025	Ford Ranger	1FTER4PH4SLE35474
2025	Ford Ranger	1FTER4PH6SLE36125
	WELLS CARGO BOX TRAILER	1WF200F1272058358
	MAXEY TRAILER	5R8CH1825BM020296
1939	PIRSH AERIAL LADDER	443973DW
1990	FORD F450 W AERIAL BUCK	2FDLF47M1LCB18708
1991	FREIGHTLINER HEAVY DUTY TRUCK	1FUY3LYBOMP501316
1991	CMI LOAD KING 35 TON COW	1B4L47243NI117354
1992	OSHKOSH T 1000 ARFF FIRETRUC	10T9L5BE8P1046390
1996	TRAILER UTILITY TRAILER	4VRUT1220TMOO3277
1997	DODGE CARGO VAN	2B7HB21Y6VK569079
1997	INTERNATIONAL NAVISTAR 4700 DUMP	1HTSCABN9VH45735
1998	MORRIS UTILITY TRAILER	4VRST1219WM005595
1999	FORD CRIME SCENE VAN	1FDXE4055XHB12812
1999	TRAILER TRAILER	492HL1829XA0
1999	INTERNATIONAL 4700 SING AX	1HTSCABN4XH637793
2000	FORD F450 WITH AERIAL BU	1FDXF46F9YEB84414
2000	TRAILER UTILITY TRAILER	492UU1829YA019582
2000	MEB UTILITY TRAILER	49ZV11829YA018074
2000	MEB UTILITY TRAILER	492UU1829YA018075
2000	TRAILER UTILITY TRAILER	2UU1829YA018078
2000	BE TRAILER	1B9UP16241M363558
2000	ARCO TANK TRAILER	1A911382811005021
2001	CHEVY 1500	1GCEC14WX1Z253213
2001	TRI STAR TRAILER	1PFS16281W500354

2001	INTERNATIONAL 4900 VAC TRUCK	1HTSHAAR51H392497
2001	FREIGHTLINER VACTOR TRUCK	1FVHBXAK32HJ86700
2002	YAMAHA 4 WHEELER	JY4AM02Y52C023950
2002	YAMAHA 4 WHEELER	JY4AM02Y62C020829
2002	FORD F450 WITH UTILITY B	2FDXF46F42EC96660
2002	FORD F150	1FTRF17202NB67418
2002	FORD F350	1FDWF6L8ZEDZ1510
2002	FORD F350	1FDWF36LX2ED21511
2002	ARCO TANK TRAILER	1A911382X1105022
2002	INTERNATIONAL 7500	1HSWNADR03J054964
2002	INTERNATIONAL 5TH WHEEL	1HSWNADR93J054963
2002	TRAILER UTILITY TRAILER	5EJHF162X21001296
2003	CHEVY CREW CAB	1GBHC23U53F193093
2003	FORD F150 PICKUP	2FTRF17W13CA47346
2003	INTERNATIONAL 7400 DUMP TRUCK	1HTWDAAR23J079044
2003	TRAILER UTILITY TRAILER	5EJUT101431003111
2003	STARLITE FLATBED TRLR	13YFS182940090946
2003	STARLITE FLATBED TRLR	13YF18223C090799
2003	PACE AMERICAN BOX TRAILER	472WB24233X025566
2003	CHEVY 3500	1GBJC34V33E255540
2004	CHEVY VENTURA MINIVAN	1GNDX03E74D226143
2004	FORD E350 JAIL VAN	1FTSS34L04HA81484
2004	FORD F450 SUPER DUTY	1FDXF46S44EC79163
2004	TRAILER UTILITY TRAILER	5E5FH16264L005462
2004	INTERNATIONAL SPREADER TRUCK	1HSWYAHR15J030791
2004	TANKER TRAILER	1L9BT419295G223296
2004	TANKER TRAILER	1L9BT419295G223297
2004	PETERBILT VACTOR TRUCK	2NPNLD9X65M837326
2005	TRAILER BLACK BOX TRAILER	47ZWB20256X043903
2005	AM GENERAL HUMVEE	N235136
2005	CHEVY 5500 STRIPPER	J8BE5B16057300309
2006	GMC BOX VAN	5B4KPD2U863415415
2006	CHEVY SILVERADO 12 TON PI	1GCEC14V86Z249112
2006	CHEVY SILVERADO 12 TON PI	1GCEC14Z16Z248644
2006	CHEVY SILVERADO	1GCEK19V06Z247169
2006	INTERNATIONAL 7400 DUMP TRUCK	1HTWDAAR16J352060

2006	FORD F250	1FTSW21536ED27825
2007	NAVISTAR INTERNATIONAL MAX PR	1HTWEADR58J658156
2007	CHEVY SILVERADO	1GCEC14C47Z570029
2007	FORD VAN MAPS 12 FORD LIF	1FTSS34L17DB07408
2007	TRAILER UTILITY TRAILER	129BU12156M001517
2007	INTERNATIONAL 4400 CONT DUMP	1HTMKAANX7H352058
2007	INTERNATIONAL 4200 VT 365 RODDER	1HTMP9FM87H413473
2007	INTERNATIONAL 4201 VT 365 RODDER	1HTMVAFL88J570802
2007	DODGE CARAVAN	2D4GP44L67R8279
2007	STARLITE FLATBED TRLR	13YFS25227C099065
2008	THM BUS DWI COMMAN CENT	1T7YUZA28A1121151
2008	FORD F350	1FDWF37R08ED38832
2008	TRAILER UTILITY TRAILER	3CVU8121282125930
2008	FORD RANGER	1FTYR10D18PA83698
2008	FORD F150	1FTPF12V18KC95184
2008	INTERNATIONAL SINGLE AXEL TRUCK	1HTWDAAR99J164004
2009	INTERNATIONAL DUMP TRUCK	1HTWHAZT99J101702
2009	STARLITE UTILITY TRAILER	13YFS25269C112967
2009	FORD F350	1FDWW36R798A5684
2009	CHEVY COLORADO COMPACT	1GCCS14E398146149
2009	CHEVY COLORADO COMPACT	1GCCS14E598146282
2009	CHEVY COLORADO	1GCCS14E798145649
2009	FORD F350 PICKUP	1FTWF31R99EA42741
2009	DODGE CARAVAN	2D8HN44E89R625672
2009	FREIGHTLINER 2T DUMP	1FVACWDU39HAG0934
2009	FORD F250	1FTSW20559EA47670
2009	FORD EXPLORER	1FMEU73E79UA23626
2009	INTERNATIONAL 10 WHEELER	1HTWHAZT29J179982
2009	FORD F450	1FDAF46R59EA55796
2009	VOLVO FIELD GYMMY	4V5KC9EG8N289370
2010	FORD RANGER	1FTKR1AE1APA42328
2010	FORD RANGER	1FTKR1AE8APA42326
2010	CHEVY IMPALA	2G1WA5EK1216507
2010	PIERCE AERIAL LADDER LADDE	4P1CV01E7AA011266
2010	PIERCE ENGINE	4P1CC01H8AA610822
2010	FORD RANGER	1FTKR1AEXAPA42327

2010	FORD F150 12 TON PICKUP	1FTMF1CW8AKC09823
2010	INTERNATIONAL SINGLE AXEL TRUCK	1HTWDAZR6BJ338296
2010	FORD F150 12 TON PICKUP	1FTMF1CW4AKC09821
2010	PIERCE ENGINE	4P1CC01H1AA1010869
2011	TRAILER UTILITY TRAILER	4PSL82421A1143411
2011	FORD F250	1FTBRF2A66BEB90723
2011	TIGER TRAILER	5UTBU1828BM002776
2011	TIGER TRAILER	5UTBU1827CM000065
2011	TANDEM AXEL TRAILER	5UTBU182XBM002102
2012	CHEVY IMPALA	2G1WD5E33C1160315
2012	CHEVY TRAVERSE	1GNKVEED5CJ244297
2012	FORD F150	1FTNF1CTXCKD70428
2012	FORD 350 BRUSH TRUCK	1FT8X3BT6CEB23610
2012	FORD F350 4X4	1FT8X3BTXCEC12824
2012	KME ENGINE ENGINE 2	1K9AF42870N058491
2012	KME ENGINE ENGINE 4	1K9AF4289DN058492
2012	FORD E350 VAN	1FDEE3FL5CA39184
2012	INTERNATIONAL TRUCK	1HTZZAAR7CJ076901
2013	FORD F250	1FTBF2B63DEA40439
2013	CHEVY IMPALA	2GLWF5E33D1205758
2013	DOOLITLE TRAILER	1DGCS1625DM002708
2013	PIERCE RESCUE RESCUE 5	2NKHHJ8X7EM389764
2013	CHEVY IMPALA	2GLWF5E33D1206764
2013	FORD F150	1FTMF1CM3DKE06109
2013	FORD F250	1FTBF2B61DEA40438
2013	FORD F550 DUMP TRUCK	1FDUF5GYXDEA40440
2013	FORD F550	1FDUF5GY1DEA40441
2013	FORD F250	1FTBF2A68DFA40471
2013	FORD F150	1FTFICMXDKF18869
2013	INTERNATIONAL 10 WHEELER	1HTWHAZT7EH022398
2014	CHEVY IMPALA	2G1WD5E34E1154794
2014	CHANGZHOU NANXIASHU TRAILER	LNZUT1113EZ189366
2014	FORD EXPLORER	1FM5K8AR9EGB91701
2014	FORD FLAT BED F550	1FDOW5HT2EEB87676
2014	KENWORTH TANKER TANKER 1	2NKHHJ8X6EM410703
2014	DOOLITLE TRAILER	1DGCSY026EM007928

2014	CHEVY IMPALA	2G1WA5E30E1152839
2014	INTERNATIONAL 10 WHEELER	1HTWNAZT2FH507168
2014	INTERNATIONAL 11 WHEELER	1HTWPAZT5FH529014
2014	INTERNATIONAL 12 WHEELER	1HTWPAZT7FH529015
2014	INTERNATIONAL SINGLE AXEL TRUCK	1HTZZAAR1FH529017
2014	PETERBILT SPREADER	1NPTL40X3ED240645
2014	FORD F150 XL	1FTMFIM7EKE25910
2014	FORD F150	1FTMF1CM5EKE25908
2015	FORD F150	1FTEX1E89FKD12353
2015	FORD F150	1FTEX1E87FKD12352
2015	FORD F150	1FTEX1E89FKD12353
2015	CHEVY SILVERADO	1GCVKPEHOFZ243530
2015	FORD F250	1FTBF2B69FED4457
2015	INTERSTATE FLATBED TRAILER	1JKDLA401FM014048
2016	FORD EXPLORER	1FM5K8AR4GGC08391
2016	FORD EXPLORER	IFM5K8AR3GGB44795
2016	FORD F150	1FTEW1E81GKE50098
2016	FORD F450	1FDGF4GY5GEB34172
2016	FORD FE450 2015	1FDFE4FS4GDC32059
2016	FORD E450 2015	1FDTE4FSOGDC32060
2016	FORD TRANSIT CONNECT VAN	NMOGE9F79G1267938
2016	FORD F250 SERVICE BODY T	1FDBF2B6XGEB97658
2016	DODGE RAM 2500	3C6LR5AT2GG244707
2016	FORD F550	1FDOW5HY3GEB18185
2016	FORD F550	1FDOW5HY5GEB18186
2016	FORD F550	1FDOW5HY7GEB18187
2016	FORD F550	1FDUF5HT1GEC45460
2016	FORD F250	1FT7W2B6XGEC45461
2016	INTERNATIONAL 10 WHEELER	1HTWPSUT9HH522941
2016	FORD F150	1FTEWIE88GKD59246
2016	FORD F150	1FTMF1E8OGKE18884
2016	FORD F150	1FTMF1C82GKE26794
2017	FORD EXPLORER	1FMSK8ARXHGA37082
2017	DODGE CHARGER	2C3CDXKT7HH596236
2017	DODGE CHARGER	2C3CDXKT9HH596237
2017	DODGE CHARGER	2C3CDXXTOHH608730

2017	DODGE CHARGER	2C3CDXKTXHH608735
2017	FORD F250	1FT7W2B64HEC34330
2017	PIERCE LADDER LADDER 1	4P1BCAGF9HA017473
2017	FORD E450 2017	1FDFE4FS0HDC26518
2017	FORD E450	1FDFE4FS2HDC26519
2017	FORD E450 2015	1FDFE4FSXHDC64094
2017	FORD F250	1FDBF2A68HEC33021
2017	AERIAL BOOM TRUCK	3C7WRMBL6HG514833
2017	CHEVY SILVERADO	1GCVKENH4HZ344143
2017	TYMCO SWEEPER	1HTMMAANXHH040950
2017	INTERNATIONAL TYMCO SWEEPER	1HTMMAAN1HH460884
2018	HARLEY DAVIDSON CYCLE	1HD1FHC16JB631569
2018	HARLEY DAVIDSON CYCLE	1HD1FHC16JB635069
2018	CHEVY TAHOE	1GNLCDEC8JR246491
2018	CHEVY TAHOE	1GNLCDEC9JR244295
2018	DODGE CHARGER	2C3CDXKTOJH239664
2018	DODGE CHARGER	2C3CDXKT2TH239665
2018	FORD EXPLORER	1FM6KAR8JGB197564
2018	STAG TRAILER FLATBED TRAILER	4S91F2629JA377113
2018	OSHKOSH GLOBAL STRICKER	10TADLJF4KA789517
2018	CHEVY TAHOE	1GNLCDEC8JR246491
2018	INMAR MARINE TRAILER	4PGBJ1415LL076554
2018	FORD TRANSIT CAMERA VAN	1FTBF4X8HKB25196
2018	FORD F250	1FBBF2B60JEC65151
2018	FORD F150	1FTMFIEB5JKC88748
2018	INTERNATIONAL 10 WHEELER	1HTWPSUT9JH334992
2019	DODGE CHARGER	2C3CDXKT4KH511330
2019	DODGE CHARGER	2C3CDXKTIKH511253
2019	DODGE CHARGER	2C3DXKT7KH600339
2019	DODGE CHARGER	2C3CDXKT3KH600337
2019	DODGE CHARGER	2C3CDXKT5KH600338
2019	DODGE CHARGER	2C3CDXKT2KH635922
2019	FORD F150 XL	1FTEXIE54KKC54667
2019	FORD TRANSIT VAN	1FTBF4XMIKKA53790
2019	DODGE CARAVAN	2C4RDGBG7KR71755
2019	FORD F150	1FTFX1E55KKD37576

2019	KENWORTH FERRARA RESCUE RESC	2NKHHJ8X3LM426176
2019	INMAR MARINE TRAILER	4PGBV1817KL072566
2019	FORD F250	1FDBF2A60KEE89183
2019	FORD E450	1FDFE4FS3KDC17187
2019	FORD E450 2019	1FDFE4FS5KOC17188
2019	FORD E450	1FDFE4FS9KDC17243
2019	TRAILER EXPRESS TRAILER	5CVUS1821K5000179
2019	FORD F150	1FTMF1B4KKC91481
2019	FORD F150	1FTMF1CB9KKC91480
2019	FORD F150 XL	1ETMF1CBOKKF02419
2019	FORD F350	1FDRF3G67KEG09931
2019	FORD F550	1FDVF5GY4KA24298
2020	BAE CAIMAN MRAP	GMB408140EHY
2020	CHEVY TAHOE	1GNLCDEC7LR263205
2020	FORD F150	1FTEXIEB7LKD81396
2020	FORD F250	1FT7W2B61LEC49859
2020	FORD F150	1FTEX1EB3LKD81370
2020	FORD TRANSIT F350 VAN	1FTBW9CG5LKA54309
2020	CHEVY TAHOE	1GNSKDEC8LR242054
2020	CHEVY TAHOE	1GNSKDECILR246530
2020	CHEVY TAHOE	1GNSKDEC7LR2248279
2020	CHEVY TAHOE	1GNLCDEC7LR239096
2020	CHEVY TAHOE	1GNLCDECILR239109
2020	CHEVY TAHOE	1GNSKDECXLR242041
2020	CHEVY TAHOE	1GNSKDECXLR242251
2020	CHEVY TAHOE	1GNSKFEC7LR255762
2020	FORD F250	1FDBF2A65LED09875
2020	FORD F250	1EDBE2A64LED09396
2020	FORD F150	1FTFW1E53NKE02559
2020	FORD F250	1FT7W2A64LED09876
2020	FREIGHTLINER HEAVY DUTY TRUCK	1FVH63FE4LHLT8644
2020	FREIGHTLINER 10 WHEELER	1FVHG3FE2LNT8643
2020	INTERNATIONAL TYMCO SWEEPER	3HAMMMMN7LL82218
2020	FORD F250	1FT7W213B68LED09877
2020	FORD F550	1FDOWSHN9LED39838
2020	FORD F150 XL	1FTMFIEB8LKE44557

2020	FORD F150	1FTMFICB7LKE47937
2021	CHEVY TAHOE	1GNSCLED1MR376387
2021	CHEVY TAHOE	1GNSCLED5MR465038
2021	CHEVY TAHOE	1GNSCLEDOMR465433
2021	CHEVY TAHOE	1GNSCLED7MR464912
2021	CHEVY TAHOE	1GNSCLED5MR464729
2021	CHEVY TAHOE	1GNSCLED2MR464767
2021	CHEVY TAHOE	1GNSCLED9MR464734
2021	CHEVY TAHOE	1GNSCLED5MR464780
2021	CHEVY TAHOE	1GNSCLED1MR464873
2021	CHEVY TAHOE	1GNSCLED1MR465649
2021	CHEVY TAHOE	1GNSCLED4MR464723
2021	CHEVY TAHOE	1GNSCLEDOMR465156
2021	CHEVY TAHOE	1GNSCLED2MR464879
2021	FORD F150	1FTEX1EB1MFC09607
2021	FORD F150	1FTNFIEBOMKE83788
2021	PIERCE 107 AERIAL LADDER	4P1BCAFF9MA022684
2021	CHEVY MALIBU SEDAN	1G1ZC5ST1MF00712
2021	FORD E450 2021	1FDFE4FN7MDC36354
2021	FORD E450 2022	1FDFE4N9MDC36355
2021	FORD E450	1FDFE4N5MPC40743
2021	FORD E450 2021	1FDFE4FN3MDC40742
2021	DIAMOND UTILITY TRAILER	46UFU1821M1238005
2021	FREIGHTLINER VACCON	1FVHG3FE3NHND9921
2021	FREIGHTLINER 114 SD	3ALHG3FEXMDML4883
2021	FREIGHTLINER 114SD	3ALHG3E1MDML4884
2021	FORD F150	1FTMF1CB5MKE83787
2022	CHEVY TAHOE	1GNSCLEDXNR204828
2022	CHEVY TAHOE	1GNSCLED8NR204732
2022	CHEVY TAHOE	1GNSCLED4NR204971
2022	CHEVY TAHOE	1GNSCLED6NR204793
2022	CHEVY TAHOE	1GNSCLED1NR205009
2022	CHEVY TAHOE	1GNSCLED2NR205651
2022	CHEVY TAHOE	1GNSCLED9NR205050
2022	CHEVY TAHOE	1GNSCLED3NR205397
2022	CHEVY TAHOE	1GNSCLED7NR205273

2022	CHEVY TAHOE	1GNSCLED2NR205410
2022	CHEVY TAHOE	1GNSCLED4NR205182
2022	CHEVY TAHOE	1GNSCLED0NR205311
2022	CHEVY TAHOE	1GNSCLED1NR205348
2022	CHEVY TAHOE	1GNSCLED4NR205392
2022	CHEVY TAHOE	1GNSCLED5NR205319
2022	CHEVY TAHOE	1GNSCLED0NR205387
2022	CHEVY TAHOE	1GNSCLEDXNR204781
2022	CHEVY TAHOE	1GNSCLED2NR204984
2022	POLARIS RANGER CREW 1000 4DR	4XARSU994N8485947
2022	CHEVROLET TRAVERSE	1GNEVHKW9NJ174004
2022	CHEVROLET TAHOE	1GNSKWKD8PR177277
2022	STAG UTILITY TRAILER	7L4BU1628NA000466
2022	FORD TRANSIT VAN	NMOGE9E24N1531506
2022	FORD F150	1FTFWI55NKE91454
2022	FORD F250	1FTBF2A6XNEG45786
2022	FORD F650	1FDNF6AN2NDE00948
2022	STAG FLAT BED TRAILER	7L4BF2624NA002151
2023	CHEVROLET TAHOE	1GNSKLED2PR472830
2023	CHEVROLET TAHOE	1GNSKLED3PR471704
2023	CHEVROLET TAHOE	1GNSKLED7PR471608
2023	CHEVROLET TAHOE	1GNSKLED8PR472847
2023	CHEVROLET TAHOE	1GNSKLED1PR471667
2023	CHEVROLET TAHOE	1GNSKLED0PR471806
2023	CHEVROLET TAHOE	1GNSKLED3PR472223
2023	CHEVROLET TAHOE	1GNSKLEDSPR472160
2023	CHEVROLET TAHOE	1GNSKLEDXPR471876
2023	CHEVROLET TAHOE	1GNSKLED8PR472363
2023	CHEVROLET TAHOE	1GNSKLED4PR472232
2023	CHEVROLET TAHOE	1GNSKLED7PR472239
2023	CHEVROLET TAHOE	1GNSKLED9PR472274
2023	CHEVROLET TAHOE	1GNSKLED6PR472328
2023	FORD F150 XL	1FTFW1E87PKE83000
2023	FORD MAVERICK	3FTTW8E37PRA32936
2023	FORD MAVERICK	3FTTW8E34PRA32828
2023	FORD MAVERICK	3FTTW8E35PRA32417

2023	FORD F350 1TON	1FT8X3BA8PEC4845
2023	CHEVY TAHOE	1GNSKLED7PR277838
2023	PIERCE VELOCITY PVC	YP1BAAFF4NA025080
2023	CHEVROLET MALIBU	1G1ZC5ST3PF246625
2023	FORD TRANSIT WAGON	NMOGE9F28P1552750
2023	FORD F150 XL	1FTEX1EB7PKE68759
2023	FORD F 150 4X4	1FTFW1E81PKE83414
2023	FORD F150 4X4	1FTMF1EB5PKD59116
2023	FORD F250 4X4	1FTBF2BAOPED88207
2023	FORD F150 SUPERCAB	1FTFX1E51PKD78827
2023	FORD F350 4X4 CREW CAB	1FT8W3BA2PED24489
2023	INTERNATIONAL PRO PATCH	3HAEVMMRXPL769219
2023	FORD F150 SUPERCAB	1FTFW1E55PKF04481
2024	STARCRAFT ALLSTAR	1FDFERN4RDD02866
2024	STARCRAFT ALLSTAR	1FDFE4FN3RDD02907
2024	STARCRAFT ALLSTAR	1FDFE4FN2RDD02896
2024	HOLDEN TRAILER	12HTD34331RS254532
2024	Chevrolet Tahoe PPV	1GNSKLED0RR274976
2024	Chevrolet Tahoe PPV	1GNSKLED0RR275271
2024	Chevrolet Tahoe PPV	1GNSKLEDXRR275519
2024	Chevrolet Tahoe PPV	1GNSKLED3RR275278
2024	Chevrolet Tahoe PPV	1GNSKLED9RR275138
2025	Chevrolet Tahoe	1GNS6UED7SR295792

SELF-INSURED RETENTIONS

The following each accident Self Insured Retentions (Loss and Loss Expense) apply:

- Auto Liability (Bodily Injury/Property Damage) - $200,000
- Uninsured/Underinsured Motorist (UM/UIM) - $200,000

GARAGEKEEPERS LEGAL LIABILITY

Location	Comp Limit	Coll Limit	Comp Ded	Coll Ded
313 E Third St (Police Garage)	$500,000	$500,000	$1,000/$5,000	$1,000
1301 W Second St	$500,000	$500,000	$1,000/$5,000	$1,000
Total Limits - $1,000,000				

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Public Entity Auto Extension
- Preservation Of Governmental Immunity - Missouri
- Exclusion – Airport Premises or Aviation Emergency
- Joplin Regional Airport
- Amendment Of Bodily Injury Definition
- Public Entity Auto Extension
- Professional Services Not Covered
- Emergency Services - Volunteer Firefighters' & Workers' Injuries Excluded
- Amendment Of Employee Definition
- Preservation Of Governmental Immunity - Missouri
- Amendment Of Common Policy Conditions - Prohibited Coverage - Unlicensed Insurance And Trade Or Economic Sanctions

Commercial Auto coverage premium summary

Automobile Composite Rating

In order to provide our insureds better service and administrative efficiency, Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Composite Rate Application outlined below. The insured should continue to submit all change requests to their agent for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Composite Rate Application

1. If your policy includes the coverage for which a composite rate is designated in the table below then the premium for that coverage is composite rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos. **The composite rates reflect premium charges for any applicable miscellaneous auto coverages, with the exception of Garagekeepers Legal Liability**.
2. The composite rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	LIABILITY	COMPREHENSIVE	COLLISION
Option 1	$494	0.084	0.079

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the average net change in units and their corresponding original cost new for the policy term.
4. All autos added will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid-term and a final premium will be determined at policy expiration.

UMBRELLA

CARRIER	Travelers Property Casualty Company of America
A.M. BEST RATING	A++ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Umbrella

NAMED INSURED

- City Of Joplin

Provides excess liability over scheduled primary liability policies, or self-insured retention.

LIMITS OF LIABILITY

Coverage	Limit
Each Occurrence	$4,000,000
General Aggregate	$4,000,000
Products – Completed Operations Aggregate Limit	$4,000,000
Crisis Management Service Expenses Limit	$50,000
Self-Insured Retention Any One Occurrence or Event	$10,000

UNDERLYING INSURANCE

Carrier	Coverage & Description	Limit
Travelers Casualty Insurance Company Of America	Automobile Liability Combined Single Limit	 $1,000,000
Travelers Casualty Insurance Company Of America	General Liability Employee Benefits Liability Auto Liability Law Enforcement Liability Public Entity Management Liability Public Entity Employment Related Practices Liability	 $1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- PFAS Exclusion - Coverages A And B
- Policy Declarations - Excess Follow-Form And Umbrella Liability
- Schedule Of Underlying Insurance
- Cap On Losses From Certified Acts Of Terrorism And Exclusion Of Other Acts Of Terrorism Committed Outside The United States
- Intellectual Property Exclusion - Coverage B
- Coverage For Financial Interest In Foreign Insured Organizations
- Failure To Supply Exclusion - Coverages A And B
- Fungi Or Bacteria Exclusion - Coverages A And B
- Mobile Equipment Racing Exclusion - Coverage B
- Nuclear Energy Liability Exclusion (Broad Form) - Coverages A And B
- Amendment Of Coverage - Definitions
- Public Use Of Private Property Exclusion - Coverages A And B
- Follow-Form Limitation -Coverage B
- Watercraft Liability Exclusion - Coverage B
- Amendment Of Underlying Insurance Definition
- Amendment Of Who Is An Insured - Employees And Volunteer Workers - Coverage B
- Discrimination Exclusion - Coverage B
- Injury To Volunteer Firefighters Exclusion - Coverage B
- Law Enforcement Activities Or Operations Exclusion - Coverage B
- Lead Exclusion - Coverage B
- Pollution Not Related To Autos Exclusion - Public Entities Or Indian Tribes - Coverage A
- Professional Health Care Services Exclusion With Limited Exception For Designated Professionals - Coverages A And B
- Designated Activities Or Operations Exclusion - Coverage B
- Abuse Or Molestation Exclusion - Coverage A And B- With Limited Follow-Form Exception
- Preservation Of Governmental Immunity - Missouri
- Non Cumulation Of Occurrence Limit
- Communicable Disease Exclusion – Coverage A and B
- Liquor Liability Exclusion – Coverage A

MUSEUM

CARRIER	XL Specialty Insurance Company
A.M. BEST RATING	A+ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Museum

NAMED INSURED

- City Of Joplin

NAMED LOCATIONS

- 602 South Main Street, Joplin, Mo 64801 (Domicile)
- 504 South Schifferdecker Ave, Joplin, Mo 64801

LIMITS OF LIABILITY

Coverage	Limit
The Maximum the Company Shall Pay Per Occurrence of Loss as Defined in the policy wording	$19,229,915
Certified Acts of Terrorism	$19,229,915
Bailee Legal Liability	$19,229,915
Transit	$5,000,000
Unnamed Locations	$5,000,000
Named Locations	$19,229,915
Art Reference Library	$100,000
Earthquake	$19,229,915

DEDUCTIBLES

- Earthquake $5,000
- Vandalism/Malicious Mischief $2,500

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- OFAC - PN CW 05 0519
- Missouri Commercial Policyholder Notice - PN MO 21 0119
- Fraud Notice - PN CW 01 0123
- Privacy Notice - PN CW 02 0119
- Notice of Terrorism Insurance Coverage - PN104 12 20 T -
- Commercial Fine Art Declarations - XL-CFA-DEC (07/19)
- Museum Policy - XL-CFA-MUS (07/19)
- Common Policy Conditions - XL-CFA-CPC (07/19)
- In Witness - IL MP 9104 0124 XLS
- Missouri Changes - XL-CHG-MO (07/19)
- Earthquake Coverage - XL-END-EQ (07/19)
- Fine Arts and Musical Instruments Program Institute Cyber Attack Exclusion Clause - FA ILSP 7250 0309
- Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical And Electromagnetic Exclusion
- Clause - ILSP 7249 0309
- Loss Payee - XL-END-LP (07/19)

CYBER LIABILITY

CARRIER Starr Surplus Lines Insurance Company

BEST'S RATING A XV

POLICY PERIOD 4/7/2026 - 4/7/2027

COVERAGE Cyber Liability

NAMED INSURED

- City Of Joplin

LIMITS OF LIABILITY

COVERAGE	PER CLAIM SUB-LIMIT	AGGREGATE SUB-LIMIT
Security & Privacy Liability	$1,000,000	$1,000,000
Incident Response Expenses	$1,000,000	$1,000,000
Business Interruption	$1,000,000	$1,000,000
Business Interruption Waiting Period: 16 Hours		
Data Recovery	$1,000,000	$1,000,000
Regulatory Proceedings	$1,000,000	$1,000,000
Cyber Extortion	$1,000,000	$1,000,000
Policy Aggregate Limit of Liability $1,000,000		

Deductibles

- $100,000

Pending & Prior Litigation Date

- 4/7/2023

CYBER LIABILITY

COVERAGE	LIMIT
Media Content Liability Endorsement Pending & Prior Dated – 4/7/2023 Retroactive Date – 4/7/2023	$1,000,000
PCI-DSS Assessment Coverage	$1,000,000
Reputational Risk Response Endorsement Retention - $0 P&P Date – 4/7/2023	$50,000
Reputational Loss Coverage Endorsement Retention - $100,000 P&P Date – 4/7/2023 Waiting Period – 2 Weeks	$1,000,000
Fraudulent Impersonation – Invoice Manipulation Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$250,000
System Failure Coverage Endorsement – Contingent Business Partner with Voluntary Shutdown Waiting Period – 16 Hours	$1,000,000
Third Party CSSP System Failure Waiting Period – 16 Hours	$1,000,000
CBP Security Failure Waiting Period – 16 Hours	$500,000
CBP System Failure Waiting Period – 16 Hours Extended Period of Restoration – 180 Days	$500,000
Claim Avoidance Expenses Coverage Endorsement	$250,000
Cryptojacking Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$250,000
Fraudulent Impersonation and Telecommunication Fraud Coverage Endorsement Retention - $50,000 Pending & Prior Date – 4/7/2023	$250,000

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

CYBER LIABILITY

COVERAGE	LIMIT
Telecommunications Fraud Retention - $50,000 Pending & Prior Date – 4/7/2023	$250,000
Financial Investigate Expense Coverage Endorsement	$25,000

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- Reliance Endorsement (Other Applications) SS PL 275028 CL (07/17)
- E-Discovery Consultant Services Coverage Endorsement SS PL 275053 CL (10/18)
- Privacy Incident Amendatory Endorsement (Security & Privacy Laws SS PL 275063 CL (04/19)
- Data Recovery Amendatory System Failure Non-Physical Damage Loss of Use Endorsement (Bricking) SS PL 275066 CL (04/19)
- Law Enforcement Cooperation Endorsement SS PL 275070 CL (03/19)
- Criminal Rewards Expenses Coverage Endorsement SS PL 275073 CL (04/19)
- Computer System Definition Amendatory (Industrial Controls/SCADA) SS PL 275079 CL (06/19)
- Contractor Security Failure Coverage Endorsement SS PL 275098 CL (04/20)
- War Exclusion Amendatory Endorsement SS PL 275068 CL (06/22)

PREMIUM

$	36,100.00	Premium (Minimum & Deposit)*
$	36,100.00	Total, Subject to Audit for Final Premium Determination

Missouri Non-Admitted Regulatory Disclosure:

This is evidence of insurance procured and developed under the Missouri Surplus Lines Laws. It is NOT covered by the Missouri Insurance Guaranty Association. This insurer is not licensed by the State of Missouri and is not subject to its supervision.

WORKERS' COMPENSATION

CARRIER	Midwest Employers Casualty Company
A.M. BEST RATING	A+ (Superior)
POLICY PERIOD	4/7/2026 - 4/7/2027
COVERAGE	Workers' Compensation

NAMED INSURED

- City Of Joplin

This is a standard policy providing coverage for job-related injuries to employees.

COVERAGE AND LIMITS

- 3A - Workers' Compensation: Statutory – MO
- 3C - Other States –

Employer's Liability	Limit
Specific Limit	Statutory
Specific Retention	$500,000
Specific Retention – 7710 MO	$750,000
Specific Retention – 7720 MO	$750,000
Employers Liability Limit	$2,000,000
Aggregate Limit	$2,000,000
Estimated Aggregate Retention	$2,980,368
Minimum Aggregate Retention	$2,920,761
Aggregate Loss Limitation	$500,000

PREMIUM BASIS

State	Classification	Code	Payroll
MO	Street Or Road Construction: Paving Or Repaving & Drivers.	5506	$1,153,205.08
MO	Drivers, Chauffeurs, Messengers, And Their Helpers Noc - Commercial - (N/A Fl, Ma)	7380	$647,195.71
MO	Aviation - All Other Employees & Drivers	7403	$249,145.04
MO	Aviation - Noc - Other Than Helicopters - Flying Crew	7422	$228,478.88
MO	Sewage Disposal Plant Operation & Drivers	7580	$1,493,780.83
MO	Firefighters & Drivers (N/A Az, In, Or, Va)	7710	$6,576,166.43
MO	Police Officers & Drivers	7720	$6,727,689.47
MO	Bottle Dealer - Used & Drivers.	8264	$57,467.86
MO	Automobile Repair Shop & Parts Department Employees, Drivers	8391	$299,590.96
MO	Architectural Or Engineering Firm - Including Salespersons & Drivers	8601	$749,903.07
MO	Clerical Office Employees Noc	8810	$8,257,133.23
MO	Attorney - All Employees & Clerical, Messengers, Drivers.	8820	$302,559.48
MO	Hospital - Veterinary & Drivers	8831	$182,952.86
MO	Physician & Clerical	8832	$242,798.03
MO	Buildings - Operation By Owner Or Lessee Or Real Estate Management Firm: All Other Employees	9015	$277,815.99
MO	Club - Country, Golf, Fishing Or Yacht - & Clerical	9060	$257,483.13
MO	Park Noc - All Employees & Drivers	9102	$2,134,147.85
MO	Cemetery Operations & Drivers	9220	$208,220.25
MO	Street Cleaning & Drivers	9402	$128,504.22
MO	Municipal, Township, County Or State Employee Noc.	9410	$1,310,352.43
MO	Sign Installation, Maintenance, Repair, Removal, Or Replacement Noc - Away From Shop & Drivers.	9554	$213,024.64

WORKERS' COMPENSATION

NOTABLE ENDORSEMENTS

Note: Refer to policy for complete list.

- *CMB-6-CLS Amendment to Schedule Item 6*
- *CMB-11 Amendment to Schedule Item 11*
- *CMB-160 Foreign*
- *CMB-184 Change in Notification Time Required for Cancellation - Insured NOC 90 Days; MECC NOC 90 Days Policyholder Disclosure Notice of Terrorism Insurance*
- *CMB-199 Aircraft Per Employee Retention Surcharge - $500,000*
- *ISI-251 Voluntary Compensation*
- *ISI-261 Alternate Employer*
- *ISI-262-BLK Waiver of Subrogation (by Written Contract - Exel Construction)*
- *ISI-265-MO Missouri*
- *ISI-MO-A Missouri Mesothelioma Liability Notice*
- *ISI-MO-B Missouri Mesothelioma - Part Two Exclusion*

TERMS & CONDITIONS

- MECC must be notified of any aircraft changes occurring during the policy period.

OPTIONAL TWO YEAR POLICY

- Estimated Aggregate Retention - $5,364,646
- Minimum Aggregate Retention - $5,257,353
- Estimated Premium - $432,632

SUBJECTIVITIES

- Signed Application

PREMIUM SUMMARY

Coverage	Premium
Property	$425,322
Excess Property	$362,750
Inland Marine	$33,799
Crime	$5,533
General Liability	$73,800
Employee Benefits Liability	$63
Liquor Liability	$192
Law Enforcement Liability	$129,850
Public Entity Management Liability	$32,580
Public Entity Employment Related Practices Liability	$22,500
Auto Liability	$148,478
Auto Physical Damage	$39,285
Umbrella Excess Liability	$108,637
Professional Liability – Health Department	$28,449
Aviation – Unmanned Aircraft	$5,097

Explanations are in general terms and do not change or replace the terms or conditions of the policies.

PREMIUM SUMMARY

Airport Owners And Operators Liability	$19,724
Museum	$11,826
Workers' Compensation	$216,316
Cyber	$36,100
Risk Management Fee	$60,000
Total	*$1,760,301*

COMPANY BILL PAYMENT OPTIONS

All Lines
Agency Bill | Full Pay

NOTES

Travelers Policy Total Retention - $1,325,000. Retention applies to the combination of all retention obligations for the following coverages:

- Public Entity General Liability, Employee Benefit Plan Liability, Law Enforcement Liability, Public Entity Management Liability, Employment–Related Practices Liability, Automobile Liability, Uninsured Motorist Liability

PREMIUM FINANCE PAYMENT OPTIONS

Premium Finance Agreement Available Upon Request

PAY ON-LINE

https://higginbotham.epaypolicy.com

Note

**Coverage(s) premiums written on a Company Bill basis are the sole responsibility of the insured. Premiums will be billed directly from the insurance carrier with no premium payment reminders provided by Higginbotham.*

PROPOSAL ACCEPTANCE

Proposal Acceptance – City Of Joplin, MO

In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as you beginning new operations, forming new entities, hiring employees in new states, buying additional property, changing locations, new product lines or services, vehicle and driver changes, etc., please let us know so proper coverage(s) can be discussed. This proposal of insurance is intended to facilitate your understanding of the insurance program we have arranged on your behalf. It is NOT intended to replace or supersede the insurance policy(ies). This proposal is a basic overview and is not intended as a substitute for actual policy provisions. This proposal does not provide all policy terms, coverages, conditions, limitations and exclusions. The policy forms govern and supersede all information provided herein. In the event of a variance between the contents of this proposal and the terms and conditions of the policy, the policy will govern and supersede all information provided herein.
Higher Limits may be available, please ask for quotes if higher limits are desired. If there are any coverages Higginbotham Insurance did not offer or discuss; please bring to our attention. We have provided this proposal based on the risks and exposure information you provided Higginbotham Insurance. Higginbotham Insurance is not liable for offering or placing coverage on undisclosed or misrepresented information. Coverage cannot and will not be provide for unforeseen and undisclosed risks or exposures. Please refer to the policy for specific terms, conditions, limitations and exclusions as this proposal is meant as a general overview and is not a legal contract. A specimen copy of the policy is available for review, upon request.

Please note any changes that need to be made to the proposal prior to binding coverage:

_____

_____

*****Any Requested Changes Are Not Guaranteed…We will issue a request to the insurance company(ies) for acceptance of the requested changes. Please be advised that some or all requested changes may result in additional premium charges. *****

We (I) hereby accept this proposal and request coverage to be bound subject to the limits, terms, conditions and exclusions presented herein. We (I) understand that this proposal is meant as a summary only of the coverage to be issued by the Company(s), and that the actual policy forms as issued will govern in the event of loss. We (I) have reviewed and We (I) understand all information contained within this proposal. We (I) understand that the premium(s) quoted herein are subject to change after complete underwriting review.

Named Insured Signature: _____

Date: _____

Producer: _____

Date: _____

RECOMMENDATIONS

PROPERTY & CASUALTY COMMON INSURANCE COVERAGE RECOMMENDATIONS

- Property Coverages
- Liability Coverages
- Cyber / Identity Theft / Crime
- Automobile Coverage
- Workers' Compensation Coverages
- Umbrella
- Directors & Officers Liability / Employment Practices / Fiduciary
- Foreign Coverages

BOND RECOMMENDATIONS

- Contract
- Court
- Fidelity
- Financial Institution
- License & Permit
- Probate
- Public Official
- Surety

EMPLOYEE BENEFITS RECOMMENDATIONS

- HR Services
- Group Medical
- Group Dental
- Group Life and Accidental Death & Dismemberment
- Long Term Care
- Section 125 Cafeteria Plans
- Short Term Disability
- Vision
- Individual Medical/Dental

LIFE DEPARTMENT RECOMMENDATIONS

- Business Planning
- Estate Planning

RETIREMENT PLAN SERVICES RECOMMENDATIONS

- Qualified Plans
- Non-Qualified Plans

PERSONAL LINES INSURANCE RECOMMENDATIONS

- Automobile
- Home
- Flood/Earthquake
- Umbrella
- Farm & Ranch
- Watercraft/Recreational Vehicles
- Personal Articles Floater

INSURANCE CERTIFICATE MANAGEMENT RECOMMENDATIONS

CertCon Services (an affiliate of Higginbotham)

- Reviews Certificates of Insurance to ensure that the requirements in Master Service Agreements, leases, subcontracts and other agreements are met
- Provides web access to the compliance status of any vendor, tenant or subcontractor
- Controls insurance costs by avoiding unnecessary claims payments under the policy
- Helps reduce premiums and keeps clients insurable

Certificate Processing

- Helps to implement industry-specific agreements
- Requests and receives certificates from vendors, tenants, subcontractors, suppliers and others
- Analyzes certificates for compliance with agreements
- Mails or emails non-compliance reports requesting corrections
- Monitors expiration dates and requests renewal certificates
- Re-analyzes certificates upon renewal of insurance
- Updates clients of the insurance status (e.g. compliance standing, contract information, requirements, etc.) via website login

CERTCON SERVICES

CertCon Services Contact

Rick Carson, Director of Operations
817-810-0870
rcarson@certcon.com

RISK MANAGEMENT INFORMATION SYSTEMS

MyWavePortal®

MyWave is a personalized Web site that allows you to click, connect and communicate with Higginbotham. It's designed to offer you time-saving resources that build convenience into managing your everyday work tasks—whether you want to collaborate with our agency online, quickly access timely news, information and resources, or connect with more than 100,000 peers in your industry.

- Collaboration Center
- Survey Benchmarking
- Community

MyWaveRM®

Whether you're looking for flyers to help support your employee safety programs or searching for Workers' Compensation information, MyWave's Risk Management Center combines efficiency with user-friendly tools and resources you will use time and time again.

- Safetyzone
- Documents on Command
- Resources
- Online Services

MyWaveOSHA®

To help you simplify and manage your OSHA reporting, we've gathered the occupational safety resources you need into one easily-accessible spot, with functionality and content designed to help you efficiently meet your OSHA reporting needs.

- Local and Resourceful
- OSHA Log Forms
- Reports and Analyses
- FAQs

SUCCEED RISK MANAGEMENT CENTER™

The Risk Management Center is a repository of tools that empowers you to proactively manage your risk exposures and reduce claims, losses and associated costs. Too, importing your claims data into the Center reveals the root causes of your losses through vivid reports. This information assists in determining the effectiveness of your overall property and casualty insurance programs and provides vital information for making loss control and risk management program changes. Nearly every exhibit contains brilliant charts to make the data easier to comprehend.

- Online Training Library
- Incident Tracking/Trending and Claims Reporting
- Employee Training Management
- Safety Data Sheet Management
- Behavior Based Safety Track
- Job Description Track
- Certificate of Insurance Management

COUNCIL BILL NO. 2026-606 **ORDINANCE NO.**

AN ORDINANCE approving the purchase of annual insurance premiums from multiple insurance carriers to provide property, casualty and liability coverage for the City of Joplin; authorizing the City Manager to execute said agreement, and setting a date when this Ordinance shall become effective.

WHEREAS, that on January 1, 2026 Higginbotham Insurance Agency went to market on behalf of the City of Joplin to purchase of annual insurance from multiple insurance carriers to provide property, casualty, and liability coverage for the City of Joplin; and,

WHEREAS, Higginbotham outlined the detailed cost breakdown for said insurance coverage and annual premiums;

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

Section 1. That the City enter into an agreement with Higginbothan Insurance Agency to renew the City's annual property, casualty and liability insurance coverage from multiple carriers, as outlined in the detailed cost breakdown in accordance with the proposal received March 9, 2026, a true and accurate copy of said costs being attached hereto and incorporated herein by reference as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the City enter into an agreement with Higginbotham Insurance Agency effective for a period of one year from April 7, 2026 at midnight until April 7, 2027 at midnight, upon mutual agreement of both parties, a true and accurate copy of the same being attached hereto and incorporated herein as Exhibit "B" and the same is hereby approved.

Section 3. That the City Manager, or his designee, is hereby authorized and directed to execute said Insurance Renewal Proposal Acceptance Contract/Purchase Order by and on behalf of the City of Joplin, Missouri.

Section 4. That this Ordinance shall become effective on April 7, 2026.

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

of _____, 2026, by a _____vote.

_____
Keenan T. Cortez, Sr., Mayor

ATTEST:

_____

Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, City Attorney

City Clerk's Office
602 S Main Street
Joplin, Missouri 64801
417-624-0820
Ext. 1220 or 1221

CERTIFICATE OF INSUFFICIENCY OF PETITION

I, Holly Nagy, City Clerk for the City of Joplin, Jasper County Missouri do hereby certify as follows:

On March 9, 2026, a referendum petition to repeal **Ordinance No. 2026-041 (Annexation),** attached hereto as Exhibit A, was filed with this office by Rebecca Collins (JSTA).

The petition purports to contain 2,832 signatures.

Under Section 14.01 of the City Charter, the referendum petition requires signatures of qualified electors who were registered to vote in the City at the time of the last regular municipal election, equal to at least fifteen percent (15%) of the total registered voters as determined by the official report for that election. The required number of valid signatures is therefore 5,032. This office has examined the petition.

The examination shows:

The number of signatures is not sufficient to meet the required threshold. Specifically, the petition contains only 2,832 signatures, which is 2,200 short of the required number.

Therefore, the petition is hereby certified as INSUFFICIENT and does not qualify for further verification by the Jasper and Newton County Election officials. No further action shall be had on this petition.

This certificate is issued pursuant to Section 14.04 of the City Charter.

A copy of this certificate has been provided to Rebecca Collins.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office on this 9th day of March, 2026.

Holly Nagy
City Clerk

EXHIBIT A

COUNCIL BILL NO. 2026-256 **ORDINANCE NO.** 2026-041

AN ORDINANCE approving the voluntary annexation by the Council of the City of Joplin, Missouri, of property generally described as Approximately 540 Acres Southwest of the intersection of Central City Rd and W 20th Street, Jasper and Newton 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, the City did not receive written objections to the annexation by five percent (5%) of the registered voters or two (2) qualified voters in the area sought to be annexed pursuant to RSMo Section 71.012(3).

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 FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS: S77°22'43"W A DISTANCE OF 1882.59 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.75 FEET, AN ARC LENGTH OF 222.61 FEET, WITH A CHORD BEARING OF S79°37'28"W AND A CHORD LENGTH OF 222.55 FEET; THENCE LEAVING SAID RAILROAD N44°29'46"W A DISTANCE OF 3344.93 FEET; THENCE S88°53'37"E A DISTANCE OF 1832.50 FEET; THENCE S88°55'44"E A DISTANCE OF 1939.34 FEET; THENCE S01°52'46"W A DISTANCE OF 659.96 FEET; THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING. CONTAINING 153.0 ACRES MORE OR LESS.

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL

THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 14; THENCE S01°53'02"W A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING; THENCE N88°24'12"W A DISTANCE OF 712.50 FEET; THENCE S01°50'23"W A DISTANCE OF 1717.04 FEET TO THE NORTH RIGHT-OF-WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE S77°02'27"E ALONG SAID NORTH RIGHT-OF-WAY A DISTANCE OF 2091.77 FEET; THENCE N29°57'42"W A DISTANCE OF 2498.82 FEET; THENCE N88°43'36"W A DISTANCE OF 23.19 FEET TO THE POINT OF BEGINNING. CONTAINING 58.4 ACRES MORE OR LESS.

AND

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;

THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION; THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION THE FOLLOWING COURSES: THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN; THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN; THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23; THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES: THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN;

THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN;

THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN; THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN; THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13; THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF 1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN; THENCE S03°10'20"W A DISTANCE OF 91.54 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.

Section 3. This Council Bill shall become effective on February 18, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of February 2026, by a vote of 6-3. Nays: Copple, DeTar and Farnham.

Keenan T. Cortez Sr., Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

City Clerk's Office
602 S Main Street
Joplin, Missouri 64801
417-624-0820
Ext. 1220 or 1221

CERTIFICATE OF INSUFFICIENCY OF PETITION

I, Holly Nagy, City Clerk for the City of Joplin, Jasper County Missouri do hereby certify as follows:

On March 9, 2026, a referendum petition to repeal **Ordinance No. 2026-042 (Rezoning),** attached hereto as Exhibit A, was filed with this office by Rebecca Collins (JSTA).

The petition purports to contain 2,348 signatures.

Under Section 14.01 of the City Charter, the referendum petition requires signatures of qualified electors who were registered to vote in the City at the time of the last regular municipal election, equal to at least fifteen percent (15%) of the total registered voters as determined by the official report for that election. The required number of valid signatures is therefore 5,032. This office has examined the petition.

The examination shows:

The number of signatures is not sufficient to meet the required threshold. Specifically, the petition contains only 2,348 signatures, which is 2,684 short of the required number.

Therefore, the petition is hereby certified as INSUFFICIENT and does not qualify for further verification by the Jasper and Newton County Election officials. No further action shall be had on this petition.

This certificate is issued pursuant to Section 14.04 of the City Charter.

A copy of this certificate has been provided to Rebecca Collins.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of this office on this 9th day of March, 2026.

Holly Nagy
City Clerk

EXHIBIT A

COUNCIL BILL NO. 2026-257 **ORDINANCE NO.** 2026-042

AN ORDINANCE amending Ordinance No. 2022-119, 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 M-2 (Heavy Industrial) property as described below and generally known as Approximately 600.4 Acres Southwest of the intersection of Central City Rd and W 20th St., Joplin, Jasper and Newton County, Missouri.

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. 2022-119 is hereby amended by removing from District R-1 (Single-Family Residential) the following described property and including in District M-2 (Heavy Industrial).

ALL THAT PART OF THE NORTH ONE-HALF (N1/2) OF SECTION 13, AND ALL THAT PART OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT FOUND IRON PIN BEING THE NORTHEAST CORNER OF SAID SECTION 13, THENCE S01°52'46"W ALONG EAST LINE OF SAID SECTION 13, A DISTANCE OF 730.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S01°52'46"W A DISTANCE OF 1190.86 FEET TO THE NORTH RIGHT OF WAY LINE OF THE ST. LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID RAILROAD THE FOLLOWING CALLS: THENCE S77°22'43"W A DISTANCE OF 1882.59 FEET; THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 2839.78 FEET, AN ARC LENGTH OF 1267.36 FEET, WITH A CHORD BEARING OF N89°50'10"W AND A CHORD LENGTH OF 1256.86 FEET; THENCE N77°02'27"W A DISTANCE OF 2949.74 FEET; THENCE LEAVING SAID RAILROAD N01°50'23"E A DISTANCE OF 1786.97 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 14; THENCE S88°24'32"E A DISTANCE OF 712.55 FEET TO THE NORTHEAST CORNER OF SECTION 14; THENCE S88°53'38"E A DISTANCE OF 2632.53 FEET TO THE NORTH QUARTER CORNER OF SECTION 13; THENCE S88°55'54"E A DISTANCE OF 1316.55 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13; THENCE S88°55'06"E ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 623.80 FEET; THENCE S01°52'46"W A DISTANCE OF 730.01 FEET; THENCE S88°55'06"E A DISTANCE OF 690.00 FEET TO THE POINT OF BEGINNING. CONTAINING 286.6 ACRES MORE OR LESS. SUBJECT TO A COUNTY ROAD ON THE NORTH AND EAST SIDES THEREOF.

AND

ALL THAT PART OF SECTIONS 13 & 14, TOWNSHIP 27, RANGE 34, JASPER COUNTY, MISSOURI, AND THAT PART OF SECTIONS 23 & 24 TOWNSHIP 27, RANGE 34, NEWTON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND ALUMINUM MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION 24, THENCE N88°40'30"W ALONG THE NORTH LINE OF SAID SECTION 24 A DISTANCE OF 3473.99 FEET TO THE POINT OF BEGINNING;
THENCE S03°10'20"W LEAVING SAID NORTH LINE A DISTANCE OF 213.04 FEET TO A FOUND IRON PIN AT THE NORTHEAST CORNER OF LOT 2 IN FOREST VIEW SUBDIVISION; THENCE ALONG THE NORTH LINE OF FOREST VIEW SUBDIVISION

THE FOLLOWING COURSES: THENCE S68°06'02"W A DISTANCE OF 2344.74 FEET TO A FOUND IRON PIN; THENCE S79°14'00"W A DISTANCE OF 1615.28 FEET TO A FOUND IRON PIN; THENCE N01°48'55"E LEAVING SAID NORTH SUBDIVISION LINE A DISTANCE OF 1479.59 FEET TO A FOUND IRON PIN ON THE NORTH LINE OF SECTION 23; THENCE N01°50'14"E A DISTANCE OF 3701.58 FEET TO A FOUND IRON PIN ON THE SOUTH RIGHT OF WAY LINE OF ST LOUIS-SAN FRANCISCO RAILROAD; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING COURSES: THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2707.98 FEET, AN ARC LENGTH OF 280.71 FEET, A CHORD BEARING OF S74°10'30"E AND A CHORD DISTANCE OF 280.59 FEET TO A FOUND IRON PIN; THENCE S77°03'04"E A DISTANCE OF 2718.99 FEET TO A FOUND IRON PIN; THENCE S01°29'24"W LEAVING SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 370.99 FEET TO A FOUND IRON PIN; THENCE S88°22'53"E A DISTANCE OF 48.96 FEET TO A FOUND IRON PIN; THENCE S01°30'00"W A DISTANCE OF 2715.76 FEET TO A FOUND IRON PIN ON THE SOUTH LINE OF SECTION 13; THENCE S88°40'30"E ALONG SAID SOUTH LINE A DISTANCE OF 16.49 FEET TO A FOUND IRON PIN; THENCE LEAVING SAID SOUTH LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF OF 1500.00 FEET, AN ARC LENGTH OF 408.46 FEET, A CHORD BEARING OF N83°31'27"E AND A CHORD DISTANCE OF 407.20 FEET TO A FOUND IRON PIN; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET, AN ARC LENGTH OF 307.22 FEET, A CHORD BEARING OF N84°31'27"E AND A CHORD DISTANCE OF 306.01 FEET TO A FOUND IRON PIN; THENCE S03°10'20"W A DISTANCE OF 91.54 FEET TO THE POINT OF BEGINNING.
CONTAINING 313.8 ACRES MORE OR LESS.

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.

Section 3. This Council Bill shall become effective on February 18, 2026.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 17th day of February 2026 by a vote of 7-2. Nays: Copple and Farnham.

Keenan T. Cortez Sr., Mayor

ATTEST:

Holly Nagy, City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney