TAX CREDIT AGREEMENT

(City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance)

THIS TAX CREDIT AGREEMENT, dated as of _____ ___, 2018 (the "Agreement"), by and among the **MISSOURI DEVELOPMENT FINANCE BOARD**, a body corporate and politic of the State of Missouri (the "Board"), the **CITY OF JOPLIN, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "Public Entity"), and **MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE,** a Missouri non-profit corporation ("Nonprofit Entity");

WITNESSETH:

WHEREAS, Section 100.286.6 of the Revised Statutes of Missouri (the "Tax Credit Statute") provides that any taxpayer shall be entitled to a tax credit against any tax otherwise due under the provisions of Chapter 143, RSMo, excluding withholding tax imposed by Sections 143.191 to 143.261, RSMo, Chapter 147, RSMo, or Chapter 148, RSMo, in the amount of fifty percent of any amount contributed in money or property by the taxpayer to the development and reserve fund, the infrastructure development fund or the export finance fund during the taxpayer's tax year; and

WHEREAS, the Public Entity and the Nonprofit Entity have requested that the Board accept contributions from donors and make the proceeds of such contributions available to the Public Entity for the purpose of paying a portion of the cost of financing the project described on **Exhibit A** hereto (the "Project"), all as more fully described in the application documentation for assistance submitted to the Board (all as attached hereto as **Exhibit B**, collectively, the "Application"); and

WHEREAS, at a meeting of the Board held on December 19, 2017, the Board adopted a motion approving the Application and the award of Tax Credits in an amount up to $500,000; and

WHEREAS, the Project will significantly benefit the Public Entity and the State of Missouri by: (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; and

WHEREAS, the Board, the Public Entity and the Nonprofit Entity desire to enter into this Agreement for the purpose of setting forth the terms and conditions pursuant to which the Board will accept contributions with respect to tax credits described herein and deposit such contributions into the Infrastructure Development Fund (defined herein) for the purposes set forth herein, all subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Board, the Public Entity and the Nonprofit Entity hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS

In addition to the terms defined in the Recitals to this Agreement and elsewhere herein, as used in this Agreement the following terms shall have the following meanings:

"Application" means the request for assistance submitted to the Board by the Public Entity and the Nonprofit Entity attached hereto as **Exhibit B**.

"Compliance Period" means the period commencing upon the execution of this Agreement and ending upon completion of the construction of the Project as evidenced by the delivery to the Board of the certificate in the form attached hereto as **Exhibit G**, or the later of the last day of the third full fiscal year following (i) the execution of this Agreement or (ii) the first issuance of Tax Credits pursuant to this Agreement.

"Contribution" means any contribution received by the Board pursuant to and in accordance with this Agreement.

"Disbursement Request" means the Disbursement Request referred to in **Section 4.2** hereof and the form of which is attached hereto as **Exhibit C**.

"Donor" means any person making a Contribution to the Board.

"Infrastructure Development Fund" means the fund by that name held by the Board.

"Material" means a standard for materiality pursuant to which any change or amendment would, when added to all such other changes or amendments, result in a prudent person considering such change or amendment material or would impact the Project Budget by 10% or more. Any change in the Project Budget shall be deemed Material if the Board notifies the Department, prior to the effective date of such change, that the Board considers such change to be Material. Notwithstanding the foregoing, no change to the Project Budget shall be deemed Material if the cost of such change is less than 10% of the total Project Budget.

"Maximum Contributions" shall have the meaning set forth in **Section 3.1** hereof.

"Maximum Tax Credits" shall have the meaning set forth in **Section 3.1** hereof.

"MBE/WBE Policies" shall have the meaning set forth in **Section 5.5(f)** hereof.

"Project" means the project described in **Exhibit A**, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

"Project Abandonment" means the failure by the Nonprofit Entity to commence construction of the Project within three years of the execution of this Agreement, where no agreement exists between the Board and the Public Entity to extend such deadline. Commence construction shall mean the entering into of a contract with a general contractor for the Project and commencement of material work on the Project.

"Project Budget" means the aggregate Project Budget described in the Application, and any amendments, revision or additions thereto made in accordance with **Section 5.5(b)** of this Agreement.

"Project Costs" means all reasonable or necessary costs and expenses, relating to the Project, subject to the limitations contained in **Exhibit A** and **D**.

"Tax Credits" means tax credits issued by the Board in accordance with the Tax Credit Statute and this Agreement in consideration of Contributions.

"Tax Credit Statute" shall have the meaning set forth in the Recitals.

ARTICLE II

FINDINGS AND DETERMINATIONS; REPRESENTATIONS AND WARRANTIES

Section 2.1. Board's Determination of Project Benefit. The Board hereby finds and determines as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement; and

(c) The Board's participation is a material precondition to the completion of the Project, and the Project would not proceed without the assistance provided by the Board.

Section 2.2. Public Entity's Determination of Project Benefit and Representations and Warranties. The Public Entity hereby finds, determines, represents and warrants as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement;

(c) The Project would not proceed without the assistance provided by the Board;

(d) The Public Entity (1) is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri and (2) has lawfully executed and delivered the Agreement; and

(e) The execution and delivery of the Agreement by the Public Entity will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreements or instrument to which the Public Entity is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Public Entity or its property.

Section 2.3. Nonprofit Entity's Determination of Project Benefit and Representations and Warranties. The Nonprofit Entity hereby finds, determines, represents and warrants as follows:

(a) The Project will significantly benefit the Public Entity and the State of Missouri by (i) aiding farmers of southern Missouri in becoming more financially stable through increased sales through a regional farmers market; (ii) developing socially disadvantaged and beginning farmers; (iii) improving access to healthy foods in underserved communities; (iv) increasing local and state tax revenues, and (v) increasing entrepreneurial and educational opportunities for residents of the Public Entity and the State of Missouri; all as described in more detail in the Application;

(b) The benefits to be derived by the State of Missouri are expected to exceed the benefits provided by the Board by this Agreement;

(c) The Project would not proceed without the assistance provided by the Board;

(d) The Nonprofit Entity (1) is a non-profit corporation organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to execute and deliver this Agreement and to carry out its obligations thereunder and hereunder, and (3) by all necessary corporate action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and

(e) The execution and delivery of this Agreement by the Nonprofit Entity will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Nonprofit Entity is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory rules or regulations applicable to the Nonprofit Entity or its property.

Section 2.4. No Private Benefit. The Public Entity and the Nonprofit Entity represent and warrant that no portion of the Project or the proceeds of the Contributions shall benefit any private person, except for such benefits as may be conferred to private persons through the ordinary course of business of the Nonprofit Entity in the development, construction and operation of the Project, and in furtherance of its nonprofit, charitable purposes.

ARTICLE III

CONTRIBUTIONS AND TAX CREDITS

Section 3.1. Agreement to Accept Contributions and Issue Tax Credits. Subject to the requirements set forth herein and so long as the Board is authorized under the Tax Credit Statute to issue Tax Credits, the Board hereby agrees to accept Contributions from Donors in a maximum aggregate amount of $1,000,000 (**"Maximum Contributions"**), resulting in the potential issuance of Tax Credits in the maximum amount of $500,000 (the **"Maximum Tax Credits"**) and to deposit such Contributions into the

Board's infrastructure development fund, and to issue such Donors' Tax Credits in an amount equal to 50% of the amount of such Contribution.

The date of the award and authorization for the Tax Credits shall be December 19, 2017.

All Contributions must be received by December 31, 2020~~19~~[MK1], unless the Board, in its sole and absolute discretion elects to extend the period for which Contributions may be received. This paragraph shall not restrict the owner of any Tax Credit from utilizing the benefits of the carry-forward provisions contained in the Tax Credit Statute.

Section 3.2. Submission of Form 100. The Board shall process each Contribution which is accompanied by a properly completed Form 100 (currently available at http://www.mdfb.org/pdfs/Form100.pdf) and any other documents required by Missouri law. Any Contribution which is received for which the Board does not have a properly completed Form 100 and any other documents required by Missouri law shall be held by the Board until such documents are provided or, at the option of the Board, returned to the Donor with a written notation stating why such Contribution is being returned. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Nonprofit Entity. The Board reserves the right to require any additional information which the Board determines to be necessary to comply with the Board's statutes, as they may be amended from time to time.

Section 3.3. Minimum Contribution. The Board shall not accept any Contribution in an amount less than $500. Unless the Board, in its sole and absolute discretion, elects to waive the foregoing limitation, any Contribution which is received for less than such minimum amount shall be returned to the Donor with a written notation explaining that Contributions must be made in the minimum amount of $500. A copy of the written correspondence by which each Contribution is returned shall also be sent to the Nonprofit Entity.

Section 3.4. Processing Contributions. The Board shall promptly process all completed Contributions. The Board expects that once a properly completed Form 100 and all other required documents are received by the Board, together with the Contribution, the Board will issue or cause to be issued the Tax Credits within thirty (30) business days.

Section 3.5. Determination of Amount of Contribution. The amount (or value) of each Contribution shall be determined by the Board as follows:

Cash. The amount (or value) of cash Contributions shall be the face amount of such Contribution.

Marketable Securities. The amount (or value) of marketable securities shall be the proceeds received by the Board from the liquidation of such marketable securities in accordance with the Donor's instructions approved and accepted by the Board, less the Board's costs of selling such securities.

Unmarketable Securities and Other Property. No contributions of unmarketable securities or other property (other than as described above), including real property, shall be permitted under this Agreement.

All determinations by the Board of the amount (or value) of each Contribution shall, absent manifest error, be conclusive and binding upon the Donors, the Non-Profit Entity and the Public Entity. The Board reserves the right to reject any Contribution.

Section 3.6. Contributions in Excess of Maximum Contributions. The Board, the Public Entity and the Nonprofit Entity agree that in the event the Board receives in any year Contributions in excess of the Maximum Contribution set forth in **Section 3.1** hereof, the Board shall return such amount of the contribution that exceeds the Maximum Contribution to the Donor thereof with a statement that Tax Credits are no longer available for such Contributions.

ARTICLE IV

APPLICATION OF CONTRIBUTIONS

Section 4.1. Board's Application of Contributions. All Contributions received by the Board for the Project described herein shall be deposited in the same manner as other amounts received by the Board, and the amount of such Contributions shall be maintained by the Board on its books and records in a separate ledger account (the **"Board Project Account"**). All moneys on deposit in the Board Project Account shall be invested by the Board in accordance with its investment guidelines. All interest earnings on such amounts shall accrue to the Board and shall not be credited to the Board Project Account.

Section 4.2. Disbursements from the Board Project Account. The Board shall disburse amounts from the Board Project Account upon receipt of fully executed disbursement requests in the form attached hereto as **Exhibit C** (each a **"Disbursement Request"**). The Board shall be entitled to rely upon each Disbursement Request in disbursing amounts from the Board Project Account and it shall have no duty to conduct any investigation into the authenticity of the signatures on such Disbursement Request or the accuracy of the information set forth therein.

Section 4.3. Procedures and Conditions for Disbursements. The Board, the Public Entity and the Nonprofit Entity hereby agree to the following procedures in connection with disbursements from the Board Project Account:

(a) All Disbursement Requests shall be submitted to the Board for approval as provided in **Section 4.2** hereof. All payments from the Board Project Account shall be made payable to the Public Entity for further disbursement to the Nonprofit Entity or directly to the payees set forth in the Disbursement Request, as appropriate.

(b) No Contributions shall be disbursed until the condition(s) set forth on **Exhibit D** have been satisfied in a manner acceptable to the Board.

(c) In no event shall the Nonprofit Entity submit more than one Disbursement Request to the Board each month, unless approved by the Board's Executive Director.

(d) All disbursements shall be subject to satisfaction of the following conditions:

(i) no disbursement shall be used for funding any costs payable to acquire any real property owned by any member of the Nonprofit Entity, any employee or board member of the Nonprofit Entity or other person or entity affiliated with or related to the Nonprofit Entity (including any legal entity formed by or on behalf of such entity);

(ii) all proceeds of the Contributions shall be used only for costs described on **Exhibit A**; and

(iii) in the event any bonds are issued in connection with the Project, the Board shall have a first right of refusal to issue such bonds if it is empowered under applicable Missouri law to do so.

(e) The Board shall have the right to cease funding Disbursement Requests upon the occurrence of any of the following events:

(i) there has been an event of Project Abandonment; or

(ii) the Nonprofit Entity shall fail to perform any material covenant, condition or other provision of this Agreement.

The Board shall promptly notify the Public Entity or the Nonprofit Entity of its election to cease funding Disbursement Requests and such notice shall contain a description of the basis upon which the Board has exercised such right to cease funding Disbursement Requests. If the Board, the Public Entity and the Nonprofit Entity are unable to agree to a waiver, extension or modification of such conditions, the Board shall have the right to terminate this Agreement and shall cause all moneys remaining in the Board Project Account to be applied as provided in **Section 4.6** hereof.

Section 4.4. Processing of Disbursement Requests. Within ten (10) business days after the submission of a fully completed Disbursement Request to the Board, the Controller shall process such request for payment or immediately notify the Nonprofit Entity of any information needed to process such Disbursement Request.

Section 4.5. Deduction of Board Fees and Expenses. Concurrently upon the receipt of each Contribution the Board shall deduct an administrative fee in an amount equal to 4.0% of the amount of the Contribution, and shall furnish the Public Entity and the Nonprofit Entity a detailed description of such deductions at least quarterly. Such fees shall be in addition to any interest earned for the account of the Board on moneys invested in the Board Project Account.

Section 4.6. Return of Contributions or Recapture of Credits Issued in the Event of Default or Project Abandonment. In the event of a declaration of Project Abandonment by the Board, if the Public Entity or the Nonprofit Entity has been unable to satisfy the conditions set forth in **Section 4.3** above and in **Exhibit D** to the satisfaction of the Board, in the event the Public Entity or the Nonprofit Entity shall notify the Board of an event of Project Abandonment, or upon an event of default under **Section 6.1**, any Contributions received shall become the property of the Board and this Agreement shall be terminated. In the event the Board seeks to declare an event of Project Abandonment, the Board shall provide the Public Entity and the Nonprofit Entity with a notice of default in accordance with **Section 6.1** stating its intent to deem the Contributions property of the Board and to terminate this Agreement in accordance with **Section 6.1** herein. Notwithstanding the foregoing, if requested by a Donor in writing, a Contribution made by a Donor shall be returned to the Donor after reimbursement to the State for the cost of Tax Credits issued hereunder and actually used by the Donor with respect to such Contributions. In the event of a declaration of Project Abandonment or default, the Board agrees that it will provide a written notice to each Donor who would be entitled to any Contribution return. In determining the cost to the State of such Tax Credits the Board shall assess interest on such Tax Credits in an amount equal to *The Bond Buyer's* 20 Bond Index published in *The Bond Buyer* on the day such calculation is made. Notwithstanding any other provision of this Agreement, Contributions which are expended by the Public Entity or the Nonprofit Entity in accordance with this Agreement shall not be subject to return nor shall such Tax Credits be subject to recapture.

Section 4.7. Nonprofit Entity Assumes All Responsibility for the Project. The Nonprofit Entity acknowledges and agrees that any and all costs and expenses incurred in connection with the acquisition, construction and equipping of the Project in excess of the amounts on deposit with the Board Project Account (including amounts which are ineligible for payment from the Board Project Account) shall be paid by the Nonprofit Entity and neither the Board nor the Public Entity shall have any liability in connection therewith. The Nonprofit Entity recognizes that since the construction and equipping of the Project is being completed at the request of and under the direct supervision of the Nonprofit Entity and by contractors and suppliers selected by and under contract with the Nonprofit Entity in accordance with plans and specifications prepared on behalf of the Nonprofit Entity, neither the Board nor the Public Entity makes any representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the project or its suitability for the Nonprofit Entity's purposes or the extent to which funds in and expected to be deposited into the Board Project Account will pay the cost to be incurred in connection with the work.

Section 4.8. Nonprofit Entity Responsible For Construction; Required Liability Insurance. The Nonprofit Entity shall have the right and the obligation to hire, retain and employ all persons, including, but not limited to, subcontractors, to complete the acquisition, construction and equipping of the Project. The Nonprofit Entity shall be responsible to the Board and the Public Entity for the acts and omissions of all said employees and subcontractors and their agents and employees, and all other persons performing any work in connection with the Project. The Nonprofit Entity shall, in connection with the construction and equipping of the Project, obtain public liability insurance in such amounts and in such coverages as shall be customary and reasonable for projects of similar size and scope and all such liability policies shall name the Board and the Public Entity as additional primary insureds. The Nonprofit Entity shall require the provider of such insurance policy to give at least 30 days prior written notice to the Board and the Public Entity of any cancellation or material change in the terms of such insurance. The Nonprofit Entity shall obtain all necessary endorsements to fulfill the foregoing requirements and shall provide certificates of insurance to demonstrate such compliance upon request. The construction and equipping of the Project shall be performed in good and workmanlike manner.

Section 4.9. Compliance With Laws. The Nonprofit Entity agrees to comply with the provisions of all federal, state and local statutes and regulations, including, but not limited to, the Fair Labor Standards Act, Fair Employment Practices Act, Equal Opportunity Act, Missouri Prevailing Wage Law, Contract Work Hours and Safety Standards Act, Copeland Anti-Kick Back Act and the provisions of any other applicable federal, state or local statutes and regulations and amendments thereto pertaining to employment, labor relations and equal employment opportunity and applicable to the construction and equipping of the Project, and pertaining to laws and regulations concerning environmental safety and remediation and applicable to the construction and equipping of the Project. The Nonprofit Entity agrees to take affirmative action to provide equal employment opportunity pursuant to the provisions of said laws, statutes and regulations as amended from time to time.

ARTICLE V

THE PROJECT; RECORDS AND REPORTS; COVENANTS

Section 5.1. Access to the Project and Inspection; Operation of the Project. The Board and the duly authorized agents of the Board shall have the right, at all reasonable times upon the furnishing of reasonable advance notice under the circumstances, to enter upon the Project and to examine and inspect the Project. The Board and the duly authorized agents of the Board shall also be permitted, at all reasonable times upon reasonable advance notice under the circumstances, to examine the books and records of the Public Entity, the Nonprofit Entity or any other legal entity created by or on behalf of the Nonprofit Entity

with respect to the Project and the Contributions and the obligations of the Public Entity and the Nonprofit Entity hereunder.

Section 5.2. Reports by the Board to the Nonprofit Entity and the Public Entity. Upon the written request of the Nonprofit Entity or the Public Entity, the Board shall furnish such information concerning the Board's receipt and disbursement of Contributions as the Nonprofit Entity or the Public Entity may reasonably request, but not more frequently than monthly.

Section 5.3. Reports by the Public Entity to the Board. The Public Entity shall furnish to the Board any written reports relating to the Project prepared by the Public Entity for distribution to the Public Entity's governing body.

Section 5.4. Reports and Financial Statements by the Nonprofit Entity. The Nonprofit Entity shall cause the following reports to be filed with the Board:

(a) During the Compliance Period the following items not later than the times indicated:

(i) All audit and compliance reports prepared for submission to any federal or state agency or authority as soon as practicable after they are available;

(ii) Any other reports and any and all financial statements prepared by employees or agents of the Nonprofit Entity (including the Nonprofit Entity's accountants) relating to the financial condition of the Nonprofit Entity and the status of the Project for distribution to the Nonprofit Entity or members of the Nonprofit Entity's governing board as soon as practicable after they are available;

(iii) As soon as practicable after they are available but in no event more than **150** days after the last day of each fiscal year, the audit report and audited financial statements of the Department for such fiscal year certified by the Nonprofit Entity's independent certified public accountants; and

(iv) Such additional information as the Board may reasonably request concerning the Nonprofit Entity, including such statistical and other operating information requested on a periodic basis;

(b) Not later than each **June 30th** following the first issuance date of the Tax Credits, and continuing on each June 30th thereafter following the end of the Compliance Period, the Annual Compliance Report substantially in the form attached hereto as **Exhibit E**, pursuant to subsections 3 and 10 of Section 135.805, RSMo.

(c) Not later than **60** days following the end of each calendar quarter during the construction of the Project, a report describing the level of MBE/WBE participation in the Project, containing the information set forth in **Exhibit F**, and any other relevant information reasonably requested by the Board relating to MBE/WBE participation in the construction of the Project.

(d) Not later than **60** days following the completion of the construction of the Project, the certificate in the form attached hereto as **Exhibit G**.

(e) Prompt written notice of the filing of any action, suit or proceeding by it or against it at law or in equity, or before any governmental instrumentality or agency, which, if adversely

determined, would materially impair the right of the Nonprofit Entity to carry on the business which is contemplated in connection with the Project, or would materially and adversely affect its business, operations, properties, assets or condition.

Section 5.5. Affirmative Covenants of the Nonprofit Entity. The Nonprofit Entity covenants and agrees that:

(a) All Contributions shall be expended strictly in accordance with the Project Budget. The Project Budget may be amended from time to time by the Nonprofit Entity in accordance with **Section 5.5(b)**.

(b) Changes to the Project which are Material may only be made with the prior written approval of the Board's Executive Director or designee. The Nonprofit Entity will notify the Board at least quarterly of any non-Material changes to the Project.

(c) The Nonprofit Entity shall not transfer, pledge, lease or permit any assignment or lien to exist or in any other manner dispose of the Nonprofit Entity's ownership interest in the Project without the prior written consent of the Board.

(d) If moneys in or from the Board Project Account shall be insufficient to pay fully all Project Costs and to complete the Project lien free, the Nonprofit Entity shall complete the Project at its sole cost and shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due.

(e) The Nonprofit Entity shall maintain in effect a designation from the Internal Revenue Service as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**").

(f) The Nonprofit Entity shall comply with the Board's "Policy Regarding Utilization of MBE and WBE Businesses in Connection with the Tax Credit for Contribution Program" attached hereto as **Exhibit H** (the "**MBE/WBE Policies**").

(g) The Nonprofit Entity shall not use the name of the Board, the Department of Economic Development or the State of Missouri or refer to the participation of the Board, the Department of Economic Development or the State of Missouri in the business affairs or investment program of the Nonprofit Entity in any publication, brochure or similar promotional documents without first obtaining the prior written consent of the Board to such reference. Nothing in this paragraph shall limit the right of the Nonprofit Entity to solicit donations for Contributions in accordance with this Tax Credit Agreement.

(h) The Nonprofit Entity shall comply with all applicable provisions of federal, state and local statutes and regulations.

(i) ~~No disbursements shall be made from the Board Project Fund until such time as the Nonprofit Entity has provided the Board with written evidence that 90% of the sources required to fund the Project Budget have been received by or pledged to the Nonprofit Entity and a contract for the Project has been awarded.~~ At the election of the Nonprofit Entity, either (1) no disbursements shall be made from the Board Project Fund until such time as the Nonprofit Entity has provided the Board with written evidence that 80% of the sources required to fund the Project Budget have been received by or pledged to the Nonprofit Entity or (2) disbursements from the

Board Project Fund shall be requested at a rate of no more than 50% of the total Project expenses incurred by the Nonprofit Entity (as evidenced by written supporting documentation) from sources other than Contributions as of the date of the Disbursement Request; provided that the Board's Executive Director may grant a waiver from the requirements of this subsection on a case by case basis. Only those monies expended prior to the date of such Disbursement Request shall be eligible to satisfy such match requirement[MK2][MK3][MK4].

Section 5.6. Negative Covenant of the Public Entity. The Public Entity shall promptly notify the Board in writing if it receives actual notice of any failure of the Nonprofit Entity to comply with the provision of this Agreement.

The Public Entity shall promptly notify the Board and the Nonprofit Entity in writing of any changes to its MBE/WBE policies.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Default. In the event the Public Entity or the Nonprofit Entity shall fail to perform any material covenant, condition or other provision of this Agreement and such failure shall continue for 30 days after written notice thereof by the Board, the Board shall be entitled to (1) retain all Contributions in the Board Project Account; provided, however, if such failure is correctable but is such that it cannot be corrected within such 30-day period, such failure shall not constitute a failure within the meaning of this **Section 6.1** if the Public Entity or the Nonprofit Entity is diligently pursuing such corrective action and such failure is corrected within 120 days, or (2) seek to enforce this Agreement through bringing an action for specific performance. Amounts retained by the Board pursuant to this Section shall be applied in accordance with **Section 4.6** hereof. In the event the Board commences litigation to enforce the provisions of this Agreement all cost of such litigation shall be paid by the Public Entity and the Nonprofit Entity whether or not the Board dismisses such proceedings or is ultimately the prevailing party.

Section 6.2. Transfer of Tax Credits. Any transfers of Tax Credits under this Agreement shall be made in accordance with Section 100.286.7 of the Revised Statutes of Missouri, as from time to time amended or supplemented.

Section 6.3. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Agreement shall be in writing and shall be deemed duly given or filed if the same shall be (i) given by facsimile or e-mail, receipt confirmed by telephone, or in writing, or (ii) delivered by courier or nationally-recognized overnight delivery service or duly mailed by first-class mail, postage prepaid, addressed as follows:

(a) To the Board:

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, Missouri 65101
Attention: Controller
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: erica.griffin.mdfb@ded.mo.gov

(b) To the Public Entity:

City of Joplin, Missouri
602 S. Main
Joplin, Missouri 64801
Attention: Director of Planning, Development & Neighborhood
Telephone No. (417) 624-0820
E-mail: tbolander@joplinmo.org

(c) To the Nonprofit Entity:

Main Street Joplin D/B/A Downtown Joplin Alliance
931 E. 4th
Joplin, Missouri 64801
Attention: Executive Director
Telephone No. (417) 529-3888
E-mail: lori@downtownjoplin.com

The Board, the Public Entity and the Nonprofit Entity may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 6.4. Limited Obligations. The obligations of the Board to disburse funds hereunder are limited obligations of the Board, payable solely out of the amounts on deposit in the Board Project Account, and such obligations shall not constitute a debt or liability of the Board within the meaning of any State of Missouri constitutional provision or statutory limitation or Charter provision, and shall not constitute a pledge of the full faith and credit of the Board. The execution of this Agreement shall not, directly, indirectly or contingently, obligate the Board to levy any form of taxation therefore or to make an appropriation of any payment hereunder.

Section 6.5. Immunity of Officers and Employees of the Board and the Public Entity. No recourse shall be had for any payment hereunder against any past, present or future officials, commissioners, directors, members, council members, officers, attorneys, accountants, employees or agents of the Board or the Public Entity, and all such liability of any such persons shall be expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 6.6. Relationship of Board to Public Entity, Nonprofit Entity and Donors. The parties hereto acknowledge and agree that: (i) the only obligations of the Board with respect to the transaction contemplated hereby are expressly set forth in this Agreement; (ii) the Nonprofit Entity shall advise each potential Donor to consult its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it deems appropriate, including with respect to tax consequences of Contributions and the application of Tax Credits; (iii) the Board is not acting as a financial advisor or fiduciary and has not assumed any advisory or fiduciary responsibility to the Public Entity, the Nonprofit Entity, and any Donor, or successor or assignee of the same, with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto.

Section 6.7. Indemnification.

(a) The Nonprofit Entity releases the Board and the Public Entity from, and agrees that the Board and the Public Entity shall not be liable for, and indemnifies the Board and the Public

Entity against, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Board or the Public Entity (except to the extent that any of the foregoing arises as a result of the gross negligence or willful misconduct of the Board or the Public Entity, as applicable, or any of their officials, commissioners, directors, officers, attorneys, accountants, employees or agents) on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquiring, constructing, demolishing, renovating, improving and operation of the Project; (ii) any breach or default on the part of the Nonprofit Entity in the performance of any covenant or agreement of the Nonprofit Entity under this Agreement or any related document, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the ownership, occupancy or use of the Project; (iv) any loss suffered by any Donor as a result of the inability of the Donor to use any Tax Credit issued by the Board, other than as a result of the failure of the Board to issue such Tax Credit upon receipt by the Board of the necessary information, (v) any loss resulting from any environmental violation at the Project, and (vi) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii), (iv) or (v) above brought thereon.

(b) In case any action or proceeding is brought against the Board or the Public Entity in respect of which indemnity may be sought hereunder, the Board and/or the Public Entity shall promptly give notice of that action or proceeding to the Nonprofit Entity, and the Nonprofit Entity upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the Nonprofit Entity from any of its obligations under this Section unless that failure prejudices the defense of the action or proceeding by the Nonprofit Entity. Any one or more of the indemnified parties shall have the right to employ separate counsel with respect to any such claim or in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party or indemnified parties unless the employment of such counsel has been specifically authorized, in writing, by the Nonprofit Entity or the indemnified parties reasonably conclude that there is a conflict of interest that would prevent counsel for the Nonprofit Entity from adequately representing both the Nonprofit Entity and the indemnified parties. The Nonprofit Entity shall not be liable for any settlement without its consent.

(c) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors and employees of the Board and the Public Entity. That indemnification is intended to and shall be enforceable by the Board and the Public Entity to the full extent permitted by law.

(d) The Public Entity releases the Board from, and agrees that the Board shall not be liable for, any liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the acquiring, constructing, demolishing, renovating, improving and operation of the Project; (ii) any breach or default on the part of the Nonprofit Entity in the performance of any covenant or agreement of the Nonprofit Entity under this Agreement or any related document, or arising from any act or failure to act by the Nonprofit Entity, or any of its agents, contractors, servants, employees or licensees; (iii) violation of any law, ordinance or regulation affecting the ownership, occupancy or use of the Project; (iv) any loss suffered by any Donor as a result of the inability of the Donor to use any Tax Credit issued by the Board, other than as a result of the failure of the Board to issue such Tax Credit upon receipt by the Board of the necessary information, (v) any loss resulting from any environmental violation at the Project, and

(vi) any claim or action or proceeding with respect to the matters set forth in subsections (i), (ii), (iii), (iv) and (v) above brought thereon.

Section 6.8. Further Assurances and Corrective Instruments. The Board, the Public Entity and the Nonprofit Entity from time to time will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project and for carrying out the intention or facilitating the performance of this Agreement.

Section 6.9. Severability. If any provision of this Agreement shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever.

Section 6.10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.11. Electronic Storage of Documents. The Board, the Public Entity and the Nonprofit Entity agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 6.12. Governing Law. This Agreement shall be governed exclusively by and be construed in accordance with the applicable laws of the State of Missouri.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be signed in its respective name and behalf and its official seal to be hereunto affixed and attested by its duly authorized officers, all as of the date first above written.

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Name: Robert V. Miserez
Title: Executive Director

CITY OF JOPLIN, MISSOURI

By:_____
Name: Troy Bolander
Title: Director of Planning, Development & Neighborhood

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name: Lori Haun
Title: Executive Director

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Project will consist of renovating the existing Empire District Electric Company building into a four-season market place, entrepreneurial center, and destination anchor for the downtown Joplin area.

The Project is more specifically described in the Application.

EXHIBIT B

APPLICATION TO THE BOARD

EXHIBIT C

FORM OF DISBURSEMENT REQUEST

Disbursement Request No. ____

To: Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Attention: Finance Programs Manager
Fax No. (573) 526-4418

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – Disbursement Request from the Board Project Account

You are hereby requested pursuant to **Section 4.2** of the Tax Credit Agreement dated as of _____, 2018 (the "Agreement"), to electronically transfer or issue a check to the City of Joplin, Missouri (the "Public Entity") for transfer without recourse to Main Street Joplin D/B/A Downtown Joplin Alliance (the "Nonprofit Entity") to permit it to issue checks to or otherwise pay the following named payee to provide for the payment or reimbursement of the following Project Costs (as defined in the Agreement): *[Note: The Public Entity must provide wire instructions to the Board to complete this transfer].*

Payee/Address/Tax ID No.	Amount	Description of Project Costs

Wire Instructions:

Bank:
Bank Address:
Routing & Transit Number:
Account Number:
Account Name:
Reference Information:
Wire contact information:

The undersigned hereby states and certifies that:

1. Each item listed above is a proper Project Cost (as defined in the Agreement). Attached hereto are invoices, statements, bills or other documents evidencing the fact that such payment is due.

MISSOURI DEVELOPMENT FINANCE BOARD

TAX CREDIT FOR CONTRIBUTION PROGRAM APPLICATION

The undersigned Applicant hereby submits this Application and requests the Missouri Development Finance Board (the "Board") accept a Contribution, and, to the extent described herein, apply the proceeds of such Contribution for the purpose of financing the Project described below (the "Project") pursuant to the Board's Tax Credit for Contribution Program.

The undersigned has read the Board's Tax Credit for Contribution Program Description and Guidelines.

Date: 11-20-17

Total Estimated Project Budget/Cost: $ 4,135,000
Total Amount of Proposed Contribution: $ 1,000,000
Total Tax Credit Amount (50% of Contribution): $ 500,000

Name: City of Joplin
Address: 602 S Main
City Joplin County: Jasper Zip Code: 64801
Contact: Troy Bolander Telephone: 624-0820 EXT 510
Title: Director of Planning, Development & Neighborhood Fax:
E-mail: TBolande@joplinmo.org

A. THE APPLICANT

1. Organization:

What type of governmental entity is the Applicant?
City

2. Legal or In-House Counsel to the Applicant:

Firm Name: IN HOUSE
Address: 602 S MAIN
City JOPLIN State: MO Zip Code: 64801
Contact: Peter Edwards Telephone: 624-0820 EXT 225
Title: CITY ATTORNEY Fax:
E-mail: pedwards@joplinmo.org

3. What is the total population of the Applicant? 51,000

4. In which state legislative District(s) is the Project located:

House: 127 Senate: 32
In which U.S. Congressional District: 7

5. Taxpayer Identification Number: 43-1561015 (DOWNTOWN JOPLIN ALLIANCE)

6. Facility's NAICS* Number: 44529 (OTHER SPECIALTY FOOD STORE)

(Use the NAICS number for the facility(s) to be constructed or improved with the contribution.)

*NAICS — North American Industry Classification System. The Federal Office of Management and Budget (OMB) adopted the NAICS as the industry classification system used by the statistical agencies of the United States. NAICS replaces the 1987 Standard Industrial Classification (SIC). The NAICS is used for classifying business establishments to assist with gathering data related to measuring productivity, unit labor costs, and the capital intensity of production, employment and other information. Missouri businesses are assigned a NAICS when the company files a "Report to Determine Liability Status" with the Missouri Department of Labor and Industrial Relations, Division of Employment Security to determine Unemployment Tax Liability. Normally, a general business employer becomes liable for the tax and responsible for providing unemployment insurance for its workers when it:

- Pays $1,500 in wages (cash and in-kind) in a calendar quarter, or
- Has an employee in some portion of a day in each of 20 different weeks, or
- Becomes liable under the Federal Unemployment Tax Act (FUTA) and employs a worker in Missouri, or
- Acquires and continues without interruption substantially all the business of a liable employer.

B. THE PROJECT

1. Project Description:

Type of Project:

- ☐ Construction of new infrastructure
- ☐ Acquisition of real estate
- ☑ Construction of new facilities
- ☐ Acquisition of existing facilities
- ☑ Additions or improvements to existing facilities
- ☐ Acquisition of equipment

Business Address/Location of Project Site:

931 E 4TH STREET	JOPLIN	JASPER
(Street)	(City)	(County)

Legal Description of Property:

Taylor subdivision lot 1, East Joplin 2nd lots 1 to 6 block 63 and misc TR 88, Taylor Subdivision Lots 3 and 4, East Joplin 2nd Lots 1 to 6 block 64 and misc lots 85, 86, 87.

What is the expected date of commencement of construction of the Project?

Date: March 2018

What is the date the Project is expected to commence operations?

Date: April 2018; 2020 phase 2

2. Project Costs:

On the following table, state the costs reasonably necessary for the acquisition of the site and/or construction of the proposed Project together with any machinery and equipment in connection therewith, including any utilities hook-up, access roads, or appurtenant structures.

Description of Estimated Project Costs		Non-Contribution Amount	Cost Financed With Contribution Proceeds
A.	Acquisition of Land	$ 430,000	$
	Acquisition of Existing Buildings	$ 1,270,000	$
B.	Infrastructure Costs:		
	1. Filling, grading and provision of drainage	$	$
	2. Storm water retention	$	$
	3. Installation and extension of utilities (offsite):	$	$
	a. water	$	$
	b. sewer	$	$
	c. sewage treatment	$	$
	d. gas	$	$
	e. electricity	$	$
	f. communications and similar facilities	$	$
	4. Installation and extension of utilities (onsite):	$	$
	a. water	$	$
	b. sewer	$	$
	c. sewage treatment	$	$
	d. gas	$	$
	e. electricity	$	$
	f. communications and similar facilities	$	$
	5. Construction, Extension or Improvement of Roads and/or Rail Lines	$	$
	6. Extension of sidewalks and curbing	$	$
	7. Elimination of Blight (please describe)	$	$
	8. Other (please describe)	$	$
C.	Facility Construction Costs (exclude inventory and working capital):		
	1. Architectural and Engineering	$	$ 225,000
	2. Site Preparation	$	$ 420,000
	3. Materials	$	$
	4. Labor	$	$
	5. Construction Contracts	$	$
	6. Utilities Connection	$	$ 20,000
	7. Paving and Landscaping	$	$ 185,000
D.	Renovation Costs	$	$ 1,485,000
E.	Machinery and Equipment	$	$
F.	Furniture and Fixtures	$	$
G.	Interest During Construction From _____ To _____	$	$
H.	Accounting, Legal, Miscellaneous	$	$
I.	Contingency	$	$ 100,000
	TOTAL PROJECT COSTS	$ 1,700,000	$ 2,435,000

Source of Funds:

State amount and sources of financing for all of the Project costs listed above.

Sources	Amount	
Contribution Proceeds	$ 1,000,000	leveraged w/ MDFB building value
Applicant's Funds (Describe Sources)	$ 1,700,000	
Federal Funds (Describe Sources)	$	
State Funds (Describe Sources)	$ 42,000	Specialty Crop Block Grant
Private Funds (non-Contributions)	$ 1,218,000	Local contributions
Other (Describe Sources)	$ 175,000	Walton Foundation, Mabee Foundation, Coover Foundation, other
TOTAL	$ 4,135,000	

Provide a detailed description for all State, Federal, Private or Other funding sources listed above. Include agency and program name, respective amounts if more than one source is involved on the same line, and a copy of the funding commitment or approval setting forth the terms of funding. If approval has not been received, provide an explanation of where the application or request is in the review process, and the expected date of approval. The ability to demonstrate a high level of certainty in obtaining all funding identified to complete the project as presented is a factor the Board considers.

Applicant funds are property (931 E 4th) owned by Downtown Joplin Alliance. Building and grounds donated December 2016 by Empire District Electric.

State Funds are Specialty Crops Grant via Department of Agriculture. Paperwork is not finalized yet.

Private funds will be local businesses and individual donations.
Other are foundation and grants we are in process of applying for including Mabee Foundation, Bramledge Foundation, Coover Foundation.

3. Certified Minority (MBE) and Women-Owned Business Enterprise (WBE) Participation

The Board encourages the involvement of minority and women-owned businesses as certified by either the Missouri Office of Administration (OA) for state agency applications, or the municipality submitting the application for local projects. If the application is from a local government, please attach a copy of the Applicant's MBE/WBE Policy and Procedures pertaining to this subject, or the link to the local government's web site where this information can be obtained. If the Applicant has policies and procedures in place, adherence to these policies and procedures will be a stipulation of the use of Contributions. If policies are not in place, please denote same and note that you will be required to contact OA to develop a plan to address this matter. The Office of Administration list of certified businesses by region can be found at http://oeo.mo.gov/ for those communities that do not maintain their own certification program.

Please estimate the number of each type business the Applicant and/or Principal User expects to utilize in the construction and equipping of the Project.

	No. of Firms	Amount
Minority Business Enterprise (MBE)	_____	$ _____
Women Business Enterprise (WBE)	_____	$ _____

Please note that the MDFB will require the Applicant, or Principal User if different from the Applicant, to submit a written report upon the completion of the Project providing the number of firms used, dollar amount of contracted value, and brief description of the type work or services contacted for each category above.

4. Ownership:

Present legal owner of Project site:

Main Street Joplin DBA Downtown Joplin Alliance

If presently owned by Applicant, indicate date of purchase, reason for purchase, and current use of site:

Is there a relationship legally or by virtue of common control between either the current Project user or owner or the proposed Project owner and user or seller of the Project:

☐ Yes ☑ No If yes, please give details.

5. Employment:

New Full-Time Jobs	2	Average Wage	$40,000
Part-Time Jobs	2	Average Wage	25,000
Temporary Jobs	_____	Average Wage	_____

Jobs during Construction _____

Average Wage _____

Estimated length of Construction period _____

C. FINANCIAL INFORMATION

1. Financial Statements:

Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).

2. Financial Difficulties:

Has the Applicant, or any corporation formed by or on behalf of the Applicant, ever defaulted on its debt obligations, been involved in bankruptcy, creditor's rights, or receivership proceedings, or been involved in criminal proceedings bearing on the handling of financial matters?

☐ Yes ☑ No If yes, please give details.

3. Litigation:

Is the Applicant presently involved in any litigation which could have a material effect on its financial solvency?

☐ Yes ☑ No If yes, please give details.

4. Please list the Applicant's general fund and other key fund surpluses (or deficits) for the last four years.

Year	General Fund ( ) for deficits	_____ Fund ( ) for deficits	_____ Fund ( ) for deficits
N.A.			
N.A.			
N.A.			
N.A.			

5. Has the Applicant ever defaulted on any obligation or failed to appropriate for any lease or any other annual appropriation obligation during the last 20 years?

☐ Yes ☑ No If yes, please give details.

D. PROJECT REVENUES

Attach a cost benefit analysis showing the total tax revenues generated that will be collected by the local governmental jurisdictions and the state as a result of the Project, and the cost of all local and state governmental assistance provided to the Project. Revenues and costs should be identified by each recipient or payee (private and governmental). Submission of a cost benefit analysis for Small Cities category and social services-focused projects may be waived at the discretion of the Board.

E. IDENTIFICATION OF CONTRIBUTORS

Has the Applicant identified who the contributors would be?

☐ Yes ☑ No

If Yes, please list below or attach a list of names of potential contributors.

If No, please explain why the Applicant believes such Contributions are likely to be obtained.

NAP credits were widely used in Joplin after the tornado; same contributors will be approached.

Provide a timeline of fundraising activities. Include when you expect the first contribution to be made and when you expect to have the fundraising for this project complete. Please be as specific as possible.

November 2017 Fundraising has just begun.
We anticipate to actively raise capital funds for 24 months. Capital gifts will be paid out over 3 years, so all funds should be received by end of 2022.

F. USE OF THE PROJECT

If the Project will be used for (or will substantially benefit) an entity in addition to the Applicant, please complete Exhibit C for such user of beneficiary.

G. CERTIFICATION OF APPLICANT

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Application contains no information or data, contained herein or in the exhibits or attachments, that is false or incorrect.

Dated this 12TH day of December, 2017

SIGNATURE: _____

NAME: Samuel L Anselm

TITLE: City Manager

Certification

- I certify that I am an authorized representative of the applicant and as such am authorized to make the statement of affirmation contained herein.
- I certify that the applicant does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the applicant is found to have employed an illegal alien in Missouri and did not for that employee examine the document(s) required by federal law, that the applicant shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this Program.

Program Assessment and Administrative Fees are due upon execution of a Tax Credit Agreement in an amount equal to 4% of the amount of all authorized Contributions.

STATE OF MISSOURI

(SS)

COUNTY/CITY OF Joplin

On this 12th day of December, 2017, before me, Lindsay Dunn, a Notary Public in and for said state, personally appeared Samuel L Anselm, known to me to be the person who executed the Certification and acknowledged and states on his/her oath to me that he/she executed the same for the purposes therein stated.

_____ Notary Public

(SEAL)

LINDSAY J. DUNN
NOTARY PUBLIC
NOTARY SEAL
#12380334
JASPER COUNTY
STATE OF MISSOURI
MY COMMISSION EXPIRES 6-29-2020

My commission expires 6-29-2020

EXHIBIT C

Project Narratives

Please address each of the following statements. (Provide separate attachments as necessary.)

1. Provide a description of the project, including land, buildings, improvements, machinery and equipment to be acquired or constructed, and the principal use of the facilities once complete.

   Please see attached.

2. Describe the public policy objective(s) that will be supported by the Project.

3. Describe and quantify the project's primary beneficiaries or targeted audience/clientele served.

4. Explain the economic impact this project will have on the State of Missouri and the community in which it is located.

5. Explain the non-economic benefits this project will have on the community and state.

6. Describe the local Governmental financial support for the project, both direct and indirect.

7. How did you determine the amount of local city/county cash or local non-profit cash to be dedicated to the project?

8. Describe the fundraising history of the organization and how they intend to be successful in raising funds for this project using tax credits.

9. Explain how this project will be financially self-sustainable upon completion.

EXHIBIT D

Project User Beneficiary Information

PROJECT USER BENEFICIARY INFORMATION

(Only to be completed when the Project will be used by or will benefit a non-profit or for profit business or other private person.)

A. THE PROJECT USER OR BENEFICIARY

Name: Main Street Joplin DBA Downtown Joplin Alliance

Address: 931 E 4th

City Joplin State: MO Zip Code: 64801

Contact: Lori Haun Telephone: 417-529-3888

Title: Executive Director Fax: _____

E-mail: lori@downtownjoplin.com

1. Business Organization:

- ☐ Corporation
  - ☐ C-Corporation
  - ☐ S-Corporation
  - ☐ LLC
- ☐ Partnership (☐ General ☐ Limited)
- ☐ Sole Proprietorship

- ☐ Publicly Held
- ☐ Privately Held

Is the Project User or the Beneficiary a subsidiary or affiliated directly with any other organization?

☐ Yes ☑ No

If so, indicate relationship and name of related organization.

Is the Project User or the Beneficiary a 501(c)(3) corporation? If so, provide Proof of Status as a Not-for-Profit organization.

☑ Yes ☐ No

2. Officers and Directors

Title	Name	Address of Residence
President	See Attached	
Vice President		
Secretary		
Treasurer		
Directors		

3. Principal Stockholders, Members or Partners:

Name	%	City/State
NA		

4. Legal Counsel to the Project User or the Beneficiary:

Name: Charles Genisio
Address: 702 S Pearl Ave
City, State, ZIP: Joplin MO 64801
Telephone: 417-623-1020
Fax:
E-mail:

5. Project User or the Beneficiary's Principal Banker:

Name: Arvest Bank
Address: 701 S MAIN
City, State, ZIP: JOPLIN, MO 64801
Telephone: 417-627-8000
Fax:
E-mail: Karma Wright <kwright@arvest.com>

6. Project User or the Beneficiary's Current Operations:

Briefly, describe the Project User's or the Beneficiary's operations, including description of existing products, facilities, services and in general, its method of operations, customers, clients and suppliers.

DOWNTOWN JOPLIN ALLIANCE is a 501c3. We guide community-based revitalization efforts focusing on Downtown Joplin, following the National/State "Main Street" model. 2017 was the 10th season of Joplin's signature event, Third Thursday. This 8 times per year event brings 5000-8000 people downtown each event. We also host other events throughout the year. We are the go-to resource for business or property downtown and the specialists on historic preservation. See enclosed brochure.

7. Financial Statements:

Attach audited financial statements for at least the last three (3) fiscal years, including the most recent interim statement (not more than 90 days old).

8. Relationship to the Project:

Describe in detail the Project User's or the Beneficiary's relationship to the Project described in the Application to which this Exhibit is attached.

Downtown Joplin Alliance will be the owner and managing entity for the Empire Market.

9. Litigation:

Is the Project User presently involved in any litigation which could have a material effect on its financial solvency?

☐ Yes ☑ No If yes, please give details.

B. CERTIFICATION OF PROJECT USER OR THE BENEFICIARY

The undersigned hereby represents and certifies that, to the best knowledge and belief of the undersigned, this Exhibit and the Application to which it relates contains no information or data contained herein or in the exhibits or attachments, is true and correct.

Dated this 6 day of December, 2017

SIGNATURE: Lori Haun

NAME: LORI HAUN

TITLE: EXECUTIVE DIRECTOR

Certification

- I certify that I am an authorized representative of the project user or beneficiary and as such am authorized to make the statement of affirmation contained herein.
- I certify that the project user or beneficiary does NOT employ illegal aliens and that the applicant has complied with federal law (8 U.S.C. § 1324a) requiring the examination of an appropriate document or documents to verify that an individual is not an unauthorized alien.
- I understand that if the project user or beneficiary is found to have employed an illegal alien in Missouri and did not, for that employee examine the document(s) required by federal law, that the project user or beneficiary shall be ineligible for any state-administered or subsidized tax credit, tax abatement or loan for a period of five years following any such finding.
- I attest that I have read and understand the Missouri Development Finance Board Tax Credit for Contribution Program guidelines, specifically as it relates to the Tax Credit Accountability Act of 2004 (SB 1099).
- I hereby agree to allow representatives of the Department and Board access to the property and applicable records as may be necessary for the administration of this Program.

MDFB Tax Credit for Contribution Program
Exhibit C

Project Narratives

1. Description

Our Vision: The Empire Market will be an economic and community centerpiece that strengthens and engages the entire city. A vibrant four-season market where you can find the best of what this area has to offer; produce, meats, cheeses, crafters, artisans and any number of other vendors, set up in a collection of permanent and rotating stalls. In conjunction with that, we will become a basecamp for entrepreneurs and makers of all types. This will be the place to find affordable workspaces, meaningful resources, and a diverse community of passionate individuals who are focused on creating long-lasting, impactful businesses for Joplin. This is truly a game changer for the next generation of entrepreneurs and creatives in and around Joplin.

Our plan is to kick off phase one in April of 2018 with a Saturday farmer's market. There will be 20-30 vendors initially. Teaching gardens and community gardens will be installed as part of phase one as well. By 2022, with successful fundraising, remodeling and upgrades of the facility will allow for multi-day market each week, classes in the teaching kitchen, use of commercial kitchen by market vendors and community businesses to add to their product line. We will be growing vendors during this time to a goal of 60 year round vendors and up to 150 in peak months/events.

What we have: 931 E 4th Street, Joplin
In December of 2016, the Empire District Electric Company donated to DJA over 33,000sf of buildings on 3.34 acres in the center of Joplin. The primary structure, built in 1907, is located at 4th and Railroad. Downtown Joplin Alliance plans to repurpose this historic building and its attached 11,000 sf garage as the new four-season Joplin Empire Market. The property and structures are valued at $1.7 million. This generous donation is the foundation of the Market Plan.

See enclosed booklet for additional details on the market and grounds plan.

2. Objectives

The 2011 Joplin tornado was a catastrophic event that left many lower income families at a complete loss, and the area is still recovering economically. This project aims at rebuilding a healthy food system for all in the Joplin area and beyond through educating lower income residents that are within a 10 minutes drive time of the market. Joplin is a community with over 50,000 residents, where over 20% are below the poverty level, more than the state's average. There are also 21.3% of children that are below the poverty line in the city, therefore the consumer nutritional education cultivated by this proposal will focus on adults and children.
In community input sessions following the tornado, both community gardens and farmers market were identified as key projects by the Citizens' Advisory Recovery Team.

The project will be key in bringing healthy foods to food desert neighborhoods of Downtown and East Town, as well as increasing access for whole foods for the entire city. Classes and teaching gardens with educate on growing and preparing all sorts of healthy foods. In addition, the Market will increase business opportunities and sales for area farmers and ranchers as well as artisans and makers.

Finally, the Empire Market is located in what was historically some of the oldest part of Joplin. The neighborhood has long suffered decline and neglect, with many historic building being demolished and little commerce or activity to encourage attention to this area. This will create a thriving center for East Town neighborhood and connect it to Downtown. This historic building, once restored, will be a community destination and will trigger growth and redevelopment in the surrounding area.

3. Project Beneficiaries

The benefits: This destination anchor will draw shoppers from outside the metropolitan area producing increased sales tax revenue while providing local opportunities for employment and small businesses both in Joplin as well as surrounding agricultural areas. For every $100 spent at a farmers market, $62 stays in the local economy, and $99 stays in state.(1)

Key components:

- Connect local producers to shoppers with farmers market
- Community gardens
- Classrooms
- Teaching gardens
- Instructional kitchens
- Entrepreneurial hub
- Arts & Cultural center

Current Market: The Empire Market will increase access to healthy local foods to Joplin as a whole and the East Town and Downtown neighborhoods specifically. Today, the nearest food access of any type for either of these neighborhoods are chain stores in other neighborhoods. For locally produced foods and fresh vegetables, it's a drive of several miles to the other side of town or to neighboring communities. There has been consistent interest in Joplin having a quality ongoing fresh food market.

The general population of southwest Missouri will learn about a variety of aspects of local specialty crops, allowing them to significantly improve their food options and diets and positively impact their health. This project will enable lower income families new access to high-quality specialty crops in the Joplin area. The immediate neighborhood the market will be located in is a food desert with no food access currently.

4. Economic Impact

1. Farmers of southern Missouri will become more financially stable through increased sales through a regional farmers market. In addition, the market will work with MU Extension and Lincoln University to develop socially disadvantaged and beginning farmers to sell crops at the market.
2. Farmers in the target areas will become more viable through increased sales of specialty crops. Increased customers and sales will significantly improve their prospects for long-term service to their communities.

The proposed market will reach specialty crop producers in 110 counties and the data gathered through the U.S. Census and Google Earth shows the tremendous reach the project will have. According to 2010 Census data we expect this market to reach a three state region.
Possible Market Impact

- Counties Included (150 mile radius): 110
- Number of households in counties: 1,928,651
- Population in 2010 in counties: 5,782,345
- Population Under 18 years of age: 2,241,328

This project has the capabilities to assist socially disadvantaged and beginning farmers in 110 counties in the region through providing an additional marketplace to sell crops direct to the consumer and build a successful small farm business. The market will work with MU Extension and Lincoln University to extend vendor information to these farmers and provide a conducive location for farmers to sell specialty crops direct to the consumer.

Gross sales of over 1 million are anticipated in the first year. This will contribute to both local and state sales tax revenues.

5. Other Benefits

Why It Matters: Markets are anchored in community, connect people with each other and valued commodities, and create opportunities for business. Farmers Markets are an important part of a strong local food system and local economy. Through this project, we will improve food access in underserved communities through education.

This project will impact issues of local and national concern, regarding health care and personal cost of poor health, plus enable lower income families new access to high-quality specialty crops in the Joplin area. The increasing interest of high-quality fresh produce in the culinary arts makes this project extremely timely, especially with a growing need for local produce by many of the downtown Joplin restaurants.

Additionally, the market will target a regional base of specialty crop producers including beginning farmers and socially disadvantaged farmers, therefore this project has the potential to impact specialty crop farmers of Missouri, Oklahoma, Kansas and Arkansas which according to USDA specialty crop studies account for over 3,000 potential farmers.

6. Local Government Financial Support

City of Joplin is investing in significant stormwater drainage and sidewalks in the immediate vicinity of the proposed market of over $610,000 by March 2018. In addition, the city has recently provided local match dollars of $9600 for a People Energizing Places Grant through Missouri Main Street. This grant is for a two year mentoring and program building for the Downtown Joplin Alliance. This will increase the organization capacity and effectiveness which will be key as the organization grows with the Market project.

7. Amount of city and organization dollars

This was determined by the project scope. On the property renovation, we will be leveraging local in-kind and trade dollars where possible to maximize our expenditures. We have figured our costs with expenses estimates from local architect and construction firms.

Storm water dollars are earmarked for projects like the re-working of the adjacent storm water system and sidewalks. Again, the amount was determined by project scope.

8. DJA Fundraising History

Downtown Joplin Alliance is a long-time 501c3 in Joplin. Our original articles of incorporation date to 1990. We host Joplin's signature Third Thursday event, which is beginning its 11th season in 2018. This event is held 8 months of the year on Main Street and brings 5000-8000 people out for each event. We have been self-sustaining for the last several years through donations, sponsorships, and other fundraising. This will be our first capital campaign, but have resources within the community including Community Foundation of the Ozarks to help guide us through the process. We also have several community members serving as guidance on this fundraising project who have been key in past significant fundraising projects in the Joplin area.

9. Management and Sustainability

Organizers of the market have already begun recruitment of vendors and anticipate 30 vendors by the start of the Phase 1 market in April 2018. The market will increase the consumption and awareness of specialty crops grown in the Ozarks and expand current market share to specialty crop vendors in a three state basis. The market plans to use strategic promotions to prompt consumers to shop local for distinctive specialty crops grown in the region and to construct educational gardens at the market to use for garden tours on market days to create customer awareness for specialty crops and increase market share for producers.

We have just received $42,000 through the 2017 Specialty Crop Block Grant from the Missouri Department of Agriculture for the promotion and development of the Empire Market through specialty crops specifically.

The market, once established, will be a self-sustaining endeavor. As you can see from below projections, income will exceed general expenses even in 2018. We anticipate the market being a self-managing entity by 2020 under the umbrella of Downtown Joplin Alliance. Income

from the endeavor above and beyond expenses will serve to further other market and education projects as well as downtown and general community improvement.

DJA Executive Director, Lori Haun, will be initial management. She has over 20 years experience in project management, customer service, and community development. Lori is a long-time resident of Joplin. She is a developer of historic downtown properties and has over 14 years experience as well as a lighting designer and account manager for The Better Living Store. Lori also serves on the Historic Preservation Commission for the City of Joplin and Connect to Culture, a local arts board. In redeveloping historic properties, Lori has managed the record and accounting processes for the renovation itself as well as applying for and receiving state and federal Historic Tax Credits.

In addition, Ivy Hagedorn will serve as the market manager for the market and currently serves as Vice President of the Downtown Joplin Alliance Board. She has over 12 of management experience in a dual foodservice and retail environment, where her responsibilities included daily direct management of a staff of over thirty employees, with indirect support of a staff totaling nearly 160. After growing up in the Joplin area and graduating from the local university, Ms. Hagedorn moved to Kansas City and Arizona for a time, only to repatriate back to Joplin five years ago. She started her own jewelry business, Tarnished Charm, and has owned and operated that for the last four years. During this time, she has traveled to and participated in many different sizes and types of markets. For the last two years, she has been one of the volunteer staff of the Downtown Joplin Maker's Market and monthly Third Thursday events. Responsibilities there have included vendor solicitation, marketing, layout planning, and day of operation logistics.

EMPIRE MARKET PROFORMA 2018-2022

Income	2018	2019	2020	2021	2022
Vendors	$15,300	$21,000	$35,000	$40,000	$40,000
Event space rental	$8,000	$8,000	$12,000	$16,000	$16,000
Office rental	$34,000	$21,000	$42,000	$42,000	$42,000
Property rental (901 E 4th)	$14,400	$18,000	$22,000	$22000	$22000
Shared space fees	0	$9600	$12,500	$16200	$16200
Sponsorships	$12,000	$26,000	$34,000	$40,000	$44,000
TOTAL ANNUAL INCOME	$83,700	$103,600	$157,500	$176,200	$180,200
Expenses					
Utilities, Insurance	$29,500	$32,500	$35,900	$38,350	$38,350
Maintenance	$4,000	$5,000	$5,000	$6,000	$6,000
Staff	$40,000	$40,000	$60,000	$65,000	$65,000

Marketing	$10,000	$12,000	$15,000	$15,000	$15,000
TOTAL ANNUAL EXPENSES	$83,500	$89,500	$115,900	$124,350	$124,350

RESOLUTION NO. 2017-011

A RESOLUTION authorizing the City of Joplin to apply to the Missouri Development Finance Board (MDFB) for financing through the State Tax Credit for Contribution Program in support of the Empire Market Building Redevelopment Project.

WHEREAS, THE City of Joplin is expressing its support for the Empire Market Redevelopment Project located at 931 E. 4th St.; and

WHEREAS, THE Downtown Joplin Alliance, the owner of the Empire Market Building, has requested tax credits to help with the rehabilitation of the building and grounds; and

WHEREAS, The Empire Market Redevelopment Project is eligible for financing through the State Tax Credit for Contribution Program administered by the MDFB;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Joplin, that the Council authorized the City Manager of the City of Joplin, or his designee, to submit an application to the MDFB for financing through the Tax Credit for Contribution Program in support of the project through the use of tax credits.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 4th day of December 2017.

Michael L. Seibert, Mayor

ATTEST:

Barbara J. Gollhofer, Assistant City Clerk

APPROVED AS TO FORM:

Peter C. Edwards, City Attorney

2017 Board Roster

Downtown Joplin Alliance

Name	Company	Email	Phone	Title	Term	Address
Sam Anselm	City of Joplin	sam.anselm@gmail.com	417-891-0132	Ex-officio	NA	602 S Main, Joplin, MO 64801
John Coleman	RSVPaint	coleman@rsvpaint.com	417-225-8311		Jan 2014-Dec 2017	217 W 3rd St, Joplin, MO 64801
Chad Evans	Arvest Bank	cevans@arvest.com	417-437-7532		Dec 2015-Dec 2018	PO Box 450, Joplin, MO 64802
Ivy Hagedorn	Tarnished Charm	ivythagedorn@gmail.com	928-514-7713	Vice-President	Dec 2016-Dec 2019	3401 S Moffet St, Joplin, MO 64804
Drew Hartley	Freeman Hospital	akhartley@freemanhealth.com	417-499-0380		Dec 2012-Dec 2018	2710 N Missouri, Joplin, MO 64801
Conrad Kelley	TAMKO	conrad.kelley@gmail.com	417-540-1325	Secretary	May 2017- Dec 2020	40 Garden Ln, Joplin, MO 64801
Miranda Lewis	Mercy Hospital	Miranda.lewis76@gmail.com	417-499-1842	Ex-officio	NA	100 Mercy Way, Joplin, MO 64804
Jeff Neal	Neal Group Construction	jneal@nealgroupconstruction.com	417-849-1605	President	March 2016-Dec 2020	307 Metalwood Circle, Carl Junction, MO 64834
Jessica Struckhoff	Paragon Architects	struckhoff@paragonarchitecture.com	417-350-5953	Treasurer	March 2015-Dec 2018	1310 S Main St, Joplin, MO 64801
Chelsea Conley	MSSU	conley-c@mssu.edu	417-438-1516		July 2017-Dec 2021	3950 Newman Rd, Joplin, MO 64801

August 2017

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P O BOX A-3290 DPN 22-2
CHICAGO, IL 60690

Date: MAR 16 1994

MAIN STREET JOPLIN
P O BOX 486
JOPLIN, MO 64802

Employer Identification Number:
43-1561015
Case Number:
364055057
Contact Person:
C. FUNCHES
Contact Telephone Number:
(312) 886-[redacted]6532
Our Letter Dated:
July 28, 1989
Addendum Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Marilyn M. Day

Marilyn M. Day
District Director

Letter 1050 (DO/CG)

STATE OF MISSOURI

ROY D. BLUNT
SECRETARY OF STATE

CORPORATION DIVISION

CERTIFICATE OF INCORPORATION

GENERAL NOT FOR PROFIT

WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF

MAIN STREET JOPLIN

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE REQUIREMENTS OF THE GENERAL NOT FOR PROFIT CORPORATION LAW;

NOW, THEREFORE, I, ROY D. BLUNT, SECRETARY OF STATE OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER THE GENERAL NOT FOR PROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JULY, 1989.

Roy D. Blunt
Secretary of State

$10.00

DBA DOWNTOWN JOPLIN ALLIANCE
Balance Sheet
As of October 31, 2017

	Oct 31, 17
ASSETS	
Current Assets	
Checking/Savings	
10200 · Arvest Bank	18,486.14
Total Checking/Savings	18,486.14
Other Current Assets	
12600 · Prepaid Insurance	825.50
Total Other Current Assets	825.50
Total Current Assets	19,311.64
Fixed Assets	
14000 · Land	430,000.00
14500 · Empire Market	1,270,000.00
15000 · Furniture and Fixtures	1,817.98
15100 · Accum Depr - F & F	-875.12
Total Fixed Assets	1,700,942.86
Other Assets	
18700 · Security Deposits Asset	-3,012.50
Total Other Assets	-3,012.50
TOTAL ASSETS	**1,717,242.00**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	12,543.89
Total Accounts Payable	12,543.89
Credit Cards	
21000 · Corporate Credit Card	104.04
Total Credit Cards	104.04
Other Current Liabilities	
24000 · Payroll Liabilities	923.64
Total Other Current Liabilities	923.64
Total Current Liabilities	13,571.57
Total Liabilities	13,571.57
Equity	
32000 · Retained Earnings	1,711,157.52
Net Income	-7,487.09
Total Equity	1,703,670.43
TOTAL LIABILITIES & EQUITY	**1,717,242.00**

2. These Project Costs have been incurred and are presently due and payable or have been paid by the Nonprofit Entity in connection with the Project and are eligible for payment or reimbursement in accordance with the requirements of the Agreement.

3. No item listed above has previously been included in any other Disbursement Request previously approved by the Board under the provisions of the Agreement.

4. All necessary permits and approvals required for the portion of the work on the Project for which this withdrawal is to be made have been issued and are in full force and effect.

5. [No material change in the Project Budget is necessary as a result of the payment of this request.] [As a result of this request we are hereby requesting that the Board approve a modification of the Project Budget as follows: _____ _____.]

Dated this _____ day of _____, 201_.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Title:_____

Approved for Payment on _____ ___, 201__:

CITY OF JOPLIN, MISSOURI

By:_____
Title:_____

Approved for Payment on _____ ___, 201__:

MISSOURI DEVELOPMENT FINANCE BOARD

By:_____
Title:_____

EXHIBIT D

ADDITIONAL CONDITIONS PRECEDENT TO DISBURSEMENTS

Eligible costs include actual hard costs (costs of constructing, equipping and furnishing the Project), costs for material and labor, architectural and engineering costs, costs for appraisals, title insurance, and environmental assessments. Reimbursable costs must be properly documented by acceptable accounting practices.

EXHIBIT E

TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM

ANNUAL COMPLIANCE REPORT

(pursuant to RSMo Section 135.805.2, as amended)

Reporting period Ended December 31, 20__

Organization Name:
Property use is: ☐ residential ☐ commercial/ industrial ☐ 501(c)(3) nonprofit ☐ governmental
Describe current use of project:
Projected or actual project cost:
Total labor costs:
Projected or actual date of Completion:
To the best of my knowledge, the information above and below are true and correct as of _____ __, 20__. Authorized Representative_____ Printed Name_____ Title_____

Return this form via e-mail or to the address below by JUNE 30, 20__:

Missouri Development Finance Board
P.O. Box 567
200 Madison St., Ste. 1000
Jefferson City, MO 65102
-or-
Fax No. (573) 526-4418

TAX CREDIT ACCOUNTABILITY ACT REPORTING FORM ATTACHMENT

BUSINESS/ORGANIZATION NAME:		
NUMBER OF JOBS CREATED AT PROJECT LOCATION EACH MONTH AS A RESULT OF THE ISSUED TAX CREDIT		
MONTHS	**FULL-TIME PERMANENT JOBS**	**PART-TIME PERMANENT JOBS**
JANUARY 20_ _		
FEBRUARY 20_ _		
MARCH 20_ _		
APRIL 20_ _		
MAY 20_ _		
JUNE 20_ _		
JULY 20_ _		
AUGUST 20_ _		
SEPTEMBER 20_ _		
OCTOBER 20_ _		
NOVEMBER 20_ _		
DECEMBER 20_ _		
TOTALS:		

EXHIBIT F

MBE/WBE REPORT

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – MBE/WBE Participation Report

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of _____ __, 2018, that the undersigned has utilized the following contractors in the construction of the project for the period beginning upon the construction of the project and ending on _____ __, 20__, the last day of the most recent fiscal quarter:

MBE or /WBE	Name of Vendor	Description of Work or Service/Dates of Work	Contract Amount

Signed this ___ day of _____, 20__.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name:_____
Title:_____

EXHIBIT G

FORM OF COMPLETION CERTIFICATE

Missouri Development Finance Board
Governor Office Building
200 Madison Street, Suite 1000
Jefferson City, MO 65101
Telephone No. (573) 751-8479
Fax No. (573) 526-4418
E-mail: kimberly.martin.mdfb@ded.mo.gov

Re: City of Joplin, Missouri – Main Street Joplin D/B/A Downtown Joplin Alliance – Notice of Final Completion

The undersigned hereby certifies pursuant to the Tax Credit Agreement dated as of _____ __, 2018 (the "Agreement"), that:

(a) The Project was completed on _____ __, 20__;

(b) The Project has been fully completed substantially in accordance with the Application, as modified by any changes permitted by the Agreement;

(c) The Nonprofit Entity commenced operations in the Project on _____ __, 20__.

(d) All costs of the Project have been fully paid for and no claim or claims exist against the Project out of which a lien based on furnishing labor or material exists or might ripen. [*Note*: There may be excerpted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Nonprofit Entity intends to contest provided a brief description of the claim is provided to the Board.]

Signed this ___ day of _____, 20__.

MAIN STREET JOPLIN D/B/A DOWNTOWN JOPLIN ALLIANCE

By:_____
Name:_____
Title:_____

EXHIBIT H

MDFB POLICY REGARDING UTILIZATION OF MBE AND WBE BUSINESSES IN CONNECTION WITH THE TAX CREDIT FOR CONTRIBUTION PROGRAM

I. General Policy Statement.

It is the policy of the Board to encourage the participation of minority and women-owned businesses (MBE and WBE collectively, the "Targeted Businesses") for projects financed with contributions received by the Board pursuant to the Tax Credit for Contribution Program.

II. Legal Obligations.

In the event the Board approves an application to this program, each Applicant and the Project Beneficiary of a project financed with contributions shall be required to contractually commit to one of the following:

A. Applicants With Existing Targeted Business Policies.

Applicants with Targeted Business Policies that include requiring the development and implementation of a plan designed to solicit and encourage the use of MBE/WBE in capital projects funded or partially funded with public money shall be required to submit such policies to the Board after approval and prior to execution of the Tax Credit Agreement (the "TCA"). The TCA evidences the terms, conditions, and responsibilities of the parties. Applicant shall agree in the TCA to (1) follow their existing policies and procedures and to require the Project Beneficiary to follow the Applicant's existing policies and procedures, to include the development of a plan to solicit and encourage MBE/WBE participation, (2) notify the Board in writing of any changes to the existing policies, (3) provide copies of all reports required by the existing policies to the Board, and (4) provide a final report to the Board summarizing adherence to the plan and the utilization of Targeted Industries on a form provided by the Board.

B. Applicants Without Targeted Business Policies.

Applicants that do not have Targeted Business Policies that include requiring the development and implementation of a plan designed to solicit and encourage the use of MBE/WBE in capital projects funded or partially funded with public money shall have the following provisions included in the Tax Credit Agreement:

(a) The Applicant or the Project Beneficiary shall include in all contracts for the project the following statement: "The Applicant and the Project Beneficiary have agreed with the Board to encourage the participation of minority and women-owned businesses (MBE and WBE collectively, the "Targeted Businesses") for work completed in connection with the project. Neither the Applicant nor the Project Beneficiary will knowingly exclude any person from participation in bidding or otherwise discriminate against anyone in connection with the award and performance of any contract on the basis of race, color, sex, national origin, or religion."

(b) The Applicant or the Project Beneficiary shall contact the Missouri Office of Equal Opportunity housed within the Office of Administration to discuss ways in which the Applicant and the Project Beneficiary can encourage participation of Targeted Businesses in the Project, and develop a written plan to solicit and encourage said participation. The Applicant or Project Beneficiary shall use its good faith efforts in achieving the goals of its plan.

(c) The Applicant or the Project Beneficiary shall review the list of approved Targeted Businesses maintained by the Office of Equal Opportunity to determine whether any of such businesses provide the relevant services within the trade area of the Applicant. If there are such businesses, the Applicant and the Project Beneficiary agree to send such businesses information concerning the work to be performed and to encourage the business to contact the Applicant or the Project Beneficiary to obtain additional information concerning the work.

(d) Upon completion of construction of the project, the Applicant or the Project Beneficiary shall provide a final report to the Board summarizing its adherence to the plan and the utilization of Targeted Industries on a form provided by the Board.

III. Additional Policy Objectives.

The forgoing policies are intended to accomplish the following Board objectives:

(a) Provide Targeted Businesses with equal opportunity to participate in work to be performed with the proceeds of contributions received by the Board pursuant to the Tax Credit for Contribution Program.

(b) Widen opportunities for participation by Targeted Businesses, to increase competition, and to reduce costs to the Applicant and the Project Beneficiary.

(c) Provide information or other opportunities to Targeted Businesses that may also be available to all other business enterprises.

(d) It is not the intent of these policies to require the Applicant or the Project Beneficiary to go beyond its trade area in order to utilize Targeted Businesses.

IV. Reporting.

Board staff will submit quarterly reports to the members of the Board containing the level of participation by Targeted Businesses in projects financed through the Tax Credit for Contribution Program.

V. Definitions.

As used herein the following definitions shall apply:

"MBE" means a business that is at least 51% owned and controlled by one or more minority persons. A racial minority is, for the purposes of the State of Missouri's MBE program, defined as individuals who are Black, American Indian, Hispanic, Asian American and other similar racial minority groups as per Missouri Revised Statutes Chapter 33 Section 33.750. Also included are Alaskan Natives, Pacific Islanders, and Aleuts.

"Targeted Businesses" mean businesses that are either an MBE or a WBE.

"WBE" means a business that is at least 51% owned and controlled by a woman.

Adopted April 17, 2012