CITY OF JOPLIN
COUNCIL AGENDA ITEM

ITEM:
Council Bill 2024-401 – Request for Proposals to solicit professional services in feasibility study of a Community Development Financial Institution in the Joplin area.

ORIGINATING DEPARTMENT:
Planning, Development, and Neighborhood Services

MEETING DATE;
May 6, 2024

REVIEWED BY;
Director of Planning, Development and Neighborhood Services- Troy Bolander, Director of Finance-Leslie Haase, City Attorney- Peter Edwards, Assistant City Manager-Tony Robyn, City Manager-Nick Edwards.

SUMMARY;
To authorize an agreement to provide professional consulting services in response to the Request for Proposals for the City of Joplin Community Development Financial Institution Evaluation Services project. Two responses were received in response to the Request for Proposals. CBO Financial received an average score of 92 while Alverez and Marsal received an average score of 84. Both respondents were interviewed prior to final selection by the committee.

BACKGROUND;
A Community Development Financial Institution provides access to financial products to expand economic opportunity and improve housing affordability and production. Currently the Joplin area lacks such an institution. Professional services contracted by the issuance of this Request for Proposals will provide the information necessary to determine the feasibility of such an institution as well as best practices in the formation.

FUNDING SOURCE
The FY2024 budget Use Tax funds with the recommendation of the Proposition Action Committee.

RECOMMENDATION
Recommendation from the Proposition Action Committee is to approve.

ATTACHMENTS
Agreement For CDFI Consulting Services
Response Tabulation Forms
#2024-RFP-06 (Attachment A)
CBO Financial Response (Attachment B)
CB 2024-401 Ordinance

Attachment A

Request for Proposals

#2024-RFP-06

for

Professional Services for Community Development Financial Institutions/New Market Tax Credit

City of Joplin, MO

Planning, Zoning and Neighborhood Services

602 S. Main Street 64801

(417) 624-0820 Ext. 1539

I. NOTICE OF REQUEST FOR PROPOSALS:

Invitation

Notice is hereby given that sealed proposals will be received before 5:00 p.m. CDT on March 8, 2024 at the Planning & Community Development Department at Joplin City Hall, 602 S. Main Street, Joplin, Missouri 64801 for the **City of Joplin Community Development Financial Institution Evaluation Services**.

Project Description

The City of Joplin, Missouri is seeking written proposals from qualified professionals to evaluate feasibility and provide process in the designations of existing or new organization as a Community Development Financial Institution.

The City has recognized the need and advantages of having an organization in the region that has obtained a CDFI designation to assist in market and resource shortages in the areas of economic development and housing investment. The qualified professional will determine the maximum qualifiable area for a Community Development Financial institution in Joplin and determine if the area can support and sustain an organization with CDFI designation. The analysis may include any programs and funding sources available to an CDFI but will specifically include the New Market Tax Credit and the Magnet Fund.

RFP Timeline

Name of the Proposal:	City of Joplin Community Development Financial Institution Evaluation Services
Date of Issuance:	February 10, 2024
Deadline for Proposal Submittal:	March 8, 2024 before 5:00 p.m. CDT
Submit Proposal to:	City of Joplin Sealed Proposal: City of Joplin Community Development Financial Institution Evaluation Services Planning & Community Development Department 602 S. Main Street Joplin, MO 64801
Point of Contact:	Thomas Walters, Planner Planning, Development and Neighborhood Services Email: twalters@joplinmo.org Phone: (417) 624-0820 Ext. 1539 Fax: (417) 625-4738

Respondents shall restrict all contact with the City and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the Point of Contact.

II. FORMAT FOR STATEMENT OF PROPOSAL:

General Instructions

Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFP. Emphasis shall be on the quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.

Responses shall be a maximum of twenty (20) printed pages. The cover, table of contents, divider sheets, work examples, and Submission Form do not count as printed pages. Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection. Responses and any other information submitted by Respondents in response to this RFP shall become the property of the City.

The City will not compensate Respondents for any expenses incurred in Response preparation or for any presentation that may be made, unless agreed to in writing in advance or required by law. Respondents submit the Responses at their own risk and expense.

Responses that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the City, at its option.

The City makes no representations of any kind that an award will be made as a result of this RFP or subsequent interview or recommendation. The City reserves the right to accept or reject any or all Responses, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in the City's best interest.

Responses shall consist of answers to the questions asked in the RFP. It is not necessary to repeat the question in the Responses; however, it is essential to reference the question number with the corresponding answer.

Failure to comply with requirements contained in this RFP may result in the rejection of the Responses.

III. SUBMITTAL INSTRUCTIONS:

Proposal

In order to facilitate the analysis of responses to this RFP, Consultants are required to prepare their proposals in accordance with the instructions outlined in this section. Consultants whose proposals deviate from these instructions may be considered non-responsive and may be disqualified at the discretion of the City of Joplin.

Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on accuracy, completeness, and clarity of content.

A. Each of the seven (7) sections listed below shall be tabbed and labeled.
B. Each page shall be numbered on the bottom right hand corner.
C. Submit one (1) original proposal and five (5) copies.
D. The proposal shall be organized as follows:

Proposed Tab Section	Title
1.0	Cover Letter
2.0	Executive Summary
3.0	Company Background
4.0	Company Experience
5.0	Responses to Scope of Services
6.0	Sample Document(s)
7.0	Signature Page Form

Submittal Requirements

The proposals will be based on the criteria introduced in the above section and must include the following components:

1.0 Cover Letter: A maximum one page letter stating the Respondent's interest in being considered for this project.

2.0 Executive Summary: A maximum three page summary of the Respondent's ability to complete this project based on background and experience.

3.0 Company Background: An introduction to the Respondent's background, including number of years active in company and field, education, and number and type of projects completed for all personnel that will be assigned to this project.

4.0 Company Experience: A list of projects the Respondent has completed within the past five (5) years that are similar to the project requested in this RFP. Special attention should be given to projects completed for other

governmental entities, particularly cities, community development financial institutions or organization that utilize tax credits. Include company name, address, person(s) to contact, telephone number, a brief description of the project completed, and date completed for references.

5.0 Responses to Scope of Services (See Section IV. Specifications of Services Requested): Narrative on project approach. Describe the schedule of events necessary to complete the project clearly defining the roles of all involved personnel. Outline familiarity with the project and identify critical or unique issues specific to this project. Respondents should include a cost summary, including the estimated hours and cost for each task and a total cost to complete the project.

6.0 Sample Document(s): The Respondent shall provide at least one (1) but not more than three (3) sample documents of similar projects, or project of similar required knowledge, completed.

7.0 Signature Page Form: See Attachment B at the end of this RFP. The form shall be signed and submitted with the Proposal.

IV. SPECIFICATIONS OF SERVICES REQUESTED:

General Statement

The City of Joplin is seeking a qualified professional to prepare and complete a report for the CITY OF JOPLIN Community Development Financial Institution EVALUATION SERVICES project. The report will include an analysis and recommendation for implementation.

The selected Consultant shall be expected to use accepted professional standards and practices to prepare and complete the project based on the following criteria:

Scope of Services – General

1. The qualified professional must delineate the totality of eligible tracts for a Community Development Financial Institution (CDFI) to provide products and operate programs. Will include areas that are only eligible through specific actions, such as creation of Community Investment Districts, and the specific action required for each tract.

2. The qualified professional will include in the report the extent of available programs and products the addition of a CDFI could leverage in the areas of housing and economic development. Specific attention and focus will include the Capitol Magnet Fund and New Market Tax Credits.

3. The qualified professional will include in the report the required steps for potential existing area organizations, or steps a new organization, would be required to receive CDFI designation and how the City can act in support of that end. If any step incurs cost, estimates must be provided. The intent of this

required scope of work is to inform on process in the targeted goal of and organization to obtain CDFI designation and timeline. Submission of multiple avenues is permitted as long as recommended action based on local factors is identified.

All correspondence must include the RFP # 2024-RFP-06.

Scope of Services – Final Products and Presentation

Prior to the final submission of the report the qualified professional shall submit a draft for review.

The consultant will conduct a minimum of one in person presentation to the Joplin City Council.

Scope of Services – Timeline
All work must be completed no later than May 1, 2024.

Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule.

RFP Advertised:	February 10, 2024
Proposals Due:	March 8, 2024
Committee Review:	March 11 – March 14, 2024

V. EVALUATION PROCEDURE AND FACTORS TO BE CONSIDERED IN THE EVALUATION PROCESS:

Qualifications of Proposers
The Respondent may be required before the award of any contract to show to the complete satisfaction of The City that it has the necessary facilities, ability, and capacity to provide the services specified herein in a satisfactory manner. The Respondent may also be required to give a past history and references in order to satisfy The City in regard to the Respondent's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the Respondent to perform the work, and the Respondent shall furnish to The City all information for this purpose that may be requested. The City reserves the right to reject any offer if the evidence submitted by, or investigation of, the Respondent fails to satisfy The City that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer's qualifications shall include:

A. Response must contain a cost for the requested scope of work in a "not to exceed" amount (35 Points);
B. The ability of the Proposers to perform the work or provide the service promptly or within the time specified, without delay or interference (30 points);
C. Experience (Company background, staff resumes, etc. (20 points), and;
D. References (15 points).

A selection committee made up of qualified City staff shall review and evaluate all responses. The selection committee will have only the response to the solicitation to review for selection of finalists. It is therefore important that respondents emphasize specific information pertinent to the work requested.

The proposals will be evaluated based on criteria above, scored and averaged by committee.

After the selection process the Selection Committee shall negotiate on behalf of the City of Joplin details of the final report delivered, and draft contract based on the fees and fee structure as submitted in the proposal.

VI. GENERAL INFORMATION AND REQUIREMENTS:

Public Information

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure.

Type of Contract

The final contract form shall be negotiated between and be mutually acceptable to the parties. Any contract resulting from this effort will be negotiated at the sole discretion of City of Joplin (the "City"), and/or their agents, however fee structure will be as submitted in the proposal.

No Lobbying

Respondent acknowledges and accepts that from the Date of Issuance of the RFP until a final decision has been made by the City, it will not take any action, make any effort or support or engage others on its behalf to take actions or efforts with attempt to influence the decision making process for this RFP in the favor of the Respondent. This includes direct contact with the City Council, City Manager and City staff of the City of Joplin, and others who may be engaged in the process. Additionally, the Respondent acknowledges and accepts that it will not attempt to use public communication such as the news media, social media, etc. as a means of attempting to influence the RFP

evaluation or decision making process. Any Respondent violating any of the aforementioned conditions is subject to immediate disqualification from consideration.

Deadline for Submission of Interest

The Respondent will submit Responses at the time and location described below:

Time/Date: Received by 5:00 PM CDT on March 8, 2024. RFPs received after this time and date will not be accepted.

To: City of Joplin
Sealed Proposal: City of Joplin Community Development Financial Institution Evaluation Services
Planning, Development and Neighborhood Services
602 S. Main Street
Joplin, MO 64801

The Respondent shall submit one (1) original with five (5) identical copies of the Response in print and with one PDF copy provided on USB drive. An original signature must be included on the "THE CITY OF JOPLIN REQUEST FOR PROPOSAL SUBMISSION FORM" document submitted with original document.

Late received Responses will be returned to the Respondent unopened. Properly submitted Responses by the Respondents will not be returned. Hard copies of RFP materials must be enclosed in a sealed envelope (box or container) addressed as noted above; the package must clearly identify the submittal deadline and that the response is for the City of Joplin Community Development Financial Institution Evaluation Services.

Evaluation of Qualifications

The evaluation of the Responses shall be based on the requirements described in this RFP. All properly submitted Responses will be reviewed, evaluated, and ranked by the City, with input from the Committee as noted above. The City will contact those Respondents with the top ranked proposals that best meet the City's needs. The number of selected proposals will be determined by the selection committee. Each of these will be required to meet, virtually or in person, with the selection committee at a time to be specified. The City reserves the right to contact only one company at this stage and to immediately proceed with contact negotiations if appropriate. An anticipated decision is scheduled to occur by March 15th, 2024.

City's Reservation of Rights

The City may evaluate the Responses based on the anticipated completion of all or any portion of the Project. The City reserves the right to reject any and all Responses and re-solicit for new Responses, or to reject any and all proposals and temporarily or permanently abandon the Project. The City makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any

project and no such representation is intended or should be construed by the issuance of this RFP.

Acceptance of Evaluation Methodology
By submitting its Responses to this RFP, Respondent accepts the evaluation process and acknowledges and accepts that the determination of the "most qualified" firm will require subjective judgments by the City.

No Reimbursement for Costs
The Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP shall be at the sole risk and responsibility of the Respondent.

Eligible Respondents
Only individual firms or lawfully formed business organizations may apply (this does not preclude a Respondent from using consultants). The City will contract only with the individual firm or formal organization that submits its Responses.

Reference Checks
Respondent acknowledges and accepts that through the RFP evaluation process reference checks and background investigations may be conducted as a part of the due-diligence process.

Disposition of Proposals
All submitted proposals become the property of The City.

Nonconforming Terms and Conditions
A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. The City reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by The City of non-responsiveness based on the submission of nonconforming terms and conditions.

Debarment
By submitting a proposal, the Respondent certifies that it is not currently debarred with submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government and that is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Missouri or the Federal government.

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM

#2024-RFP-06

Company _____

Address _____

Contact Person_____

Telephone Number_____

Email_____

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent; (3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this ___ day of _____.
BY:
Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

Attachment B

CBO FINANCIAL, INC.
VUKAS CAPITAL ADVISORS

CITY OF JOPLIN, MO
RESPONSE TO RFP #2024-RFP-06

CBO FINANCIAL

VUKAS CAPITAL ADVISORS

March 4, 2024

Interested parties should contact:

Chris Vukas
Vukas Capital Advisors
Phone: 913-899-7173
E-mail: chris@vukascapital.com

1.0 Cover Letter

In response to the City of Joplin's RFP #2024-RFP-06, CBO Financial Inc., in partnership with Vukas Capital Advisors, is interested in offering specialized services to achieve the scope of work outlined in the RFP. With a proven track record of facilitating substantial investments in underserved communities, our partnership brings a wealth of experience and a deep commitment to fostering economic prosperity and social equity. Our approach is tailored to Joplin's unique economic landscape, aiming to leverage the benefits of CDFI Certification, New Markets Tax Credits and other federal and local subsidy programs to catalyze significant, sustainable growth.

Our expertise spans successful project implementations that have revitalized communities, generated thousands of jobs, and facilitated access to essential services. In particular, our experience with NMTC allocations, CDFI certification, and strategic economic planning positions us as an ideal partner for the City of Joplin. We understand the critical importance of aligning our strategies with Joplin's economic development priorities, ensuring that our efforts will directly contribute to the city's vision for a vibrant, inclusive future.

We are committed to working collaboratively with Joplin's stakeholders to identify and execute priority projects that will drive economic development and improve the quality of life for its residents. Our proposal outlines a comprehensive plan that includes detailed steps for CDFI formation, strategies to maximize the impact of NMTCs, and a framework for sustainable, community-driven growth. CBO Financial Inc. and Vukas Capital Advisors seek to assist Joplin as dedicated partners who are invested in creating lasting positive change for the city and its people.

2.0 Executive Summary

The combined team of CBO Financial and Vukas Capital Advisors is uniquely qualified to complete the project based on their respective background and experience, below is an overview of each.

CBO Financial Overview

CBO Financial, Inc., established in 1999, has successfully channeled over $1 billion into social service oriented projects aimed at revitalizing distressed communities, serving a diverse clientele that includes nonprofit organizations, for-profit developers, and municipal agencies.

Key Achievements include:

- A subsidiary of CBO Financial has been granted $150M in New Markets Tax Credits (NMTC) by the U.S. Treasury Department across six separate awards. CBO Financial has been instrumental from the inception of the NMTC program, securing allocations in the first two rounds in 2003 and 2004.

- The firm has played a leadership role in obtaining 22 additional direct NMTC allocations for clients amounting to $415M, and has facilitated $365M in transactions with Community Development Entities (CDEs). The CBO team has closed 76 NMTC Qualified Low Income Community Investments (QLICIs).

- CBO Financial has been a pioneer by funding the first NMTC transactions in both Puerto Rico and Guam, and was among the first to combine Historic Tax Credits and tax-exempt debt with NMTCs.

- Secured funding from the USDA including a $4M Conditional Commitment under the Business and Industry program and grants under the Rural Energy Access Program.

- Secured CDFI Fund grant awards for clients from the Capital Magnet Fund, Small Dollar Loan Program, Equitable Recovery Program, and CDFI Technical Assistance programs.

- Secured Promise Zone designation for Roosevelt Roads and Eastern Puerto Rico, which provides preferential access to 22 federal funding programs for a 10-year period.

- Secured CDFI Certification and designation as an SBA Community Advantage Small Business Lending Company for clients.

CBO Financial's Impact:

- Over the past 25 years, CBO Financial has financed a wide array of social service projects, including charter schools, health clinics, and drug rehabilitation facilities.

- The firm's investments have been highly impactful, funding 44 projects with total costs of $829M, creating 14,586 jobs (4,546 permanent and 10,040 temporary).

- CBO Financial has made significant investments in underserved states, with over $650M in investments, including a $45M revolving fund in Puerto Rico expected to generate $225M in investment into affordable housing projects.

CBO Financial's commitment to economic development and revitalization is evident in its track record of securing funding and facilitating impactful projects. The firm continues to serve as a gateway to NMTCs and other financing programs, highlighting the positive impacts of the projects it finances and contributing to the transformation of distressed communities into thriving economic hubs.

Vukas Capital Advisors Overview

Vukas Capital Advisors, LLC is operated by principal Chris Vukas, leveraging over two decades of experience to bridge financing gaps in diverse asset classes across the United States. With a focus on projects that support community goals but face financial hurdles, Vukas Capital Advisors (VCA) specializes in navigating complex financing landscapes, particularly those requiring a layered approach and non-traditional capital sources.

Key Achievements:

- Chris Vukas brings 23 years of experience in community development, with a significant focus on utilizing New Market Tax Credits (NMTC) to facilitate financing across various sectors, including rural Native American projects, urban grocery stores, industrial developments, rural healthcare, business incubators, and educational institution expansions.

- VCA has been instrumental in securing over $192M in NMTCs over the past eight years, showcasing a strong track record in both rural and urban project deployment, with a specialization in Native American NMTC projects.

- The firm has managed over $500M in NMTC transactions throughout Chris Vukas's career, demonstrating extensive experience in the management of Community Development Entities (CDEs) and crafting effective investment strategies.

- VCA's project portfolio includes a wide range of successful developments, such as urban grocery stores in food deserts, new construction hotels, multi-phase hospital expansions, student housing conversions, industrial parks, co-op grocery stores, community mental health service renovations, and significant infrastructure projects within the Navajo Nation.

- Currently, VCA is collaborating with a >$1.5B credit union to develop and refine an overall NMTC investment strategy, focusing on board composition, internal capacity building, leverage lending, securitization of investor equity, industry partner development, and loan origination.

VCA's Impact:

- Through strategic partnerships and a deep understanding of federal, state, and local incentive programs, VCA has facilitated impactful projects that align with community goals and foster sustainable development.

- Chris Vukas's extensive background in tax credit development and his experience as a developer provide VCA with a unique perspective on both the construction/budget and finance sides of projects, ensuring accurate project timelines and viability assessments.

Vukas Capital Advisors is expert in community development finance, with a proven track record of securing funding and facilitating projects that contribute to the transformation of communities.

3.0 Company Background

Introduction

CBO Financial

The following table summarizes relevant experience.

CBO Financial Award Summary		
Program	**Awards**	**Date**
NMTC - direct allocations	$ 565,100,000	2003 - present
NMTC - placements	365,400,000	2003 - present
Capital Magnet Fund	5,996,250	2023
Equitable Recovery Program	1,910,771	2022
Small Dollar Loan Program	161,439	2022
CDFI - Technical Assistance	53,250	2020
Puerto Rico Hydroponics Grant Program	300,000	2017
Total	938,921,710	
CDFI Certification	Yes	
SBA Community Advantage SBLC Certification	Yes	
EPA Promise Zone Designation - Eastern Puerto Rico	Yes	
Currently Pending Applications		
New Markets Tax Credits	TBD	
CDFI Bond Guarantee Program	TBD	
CDFI Certification	TBD	
CDFI Financial Assistance	TBD	
Historic Tax Credit	TBD	
Puerto Rico Tourism Tax Credit	TBD	
Puerto Dept. of Ag Bona Fida Grant Program	TBD	
Pennsylvania RACP	TBD	

Vukas Capital Advisors

Sample of successful projects Chris has been involved with securing allocation or representing a party within the transaction over just the last 8 years.

- $8 million – 40,000ft urban grocery store in a food desert in Jefferson Parish, LA
- $9.5 million – New construction hotel located on the historic racial dividing line of KCMO
- $8.2 million – Multi-phase expansion a rural critical access hospital in Plainville, KS
- $18 million – Converted 4 historic buildings into 100 units of student housing and developed a biz development center, retail and restaurant space in rural Pittsburg, KS
- $25 million – Built the first two phases of a 7-phase industrial park in Kansas City, MO
- $15 million – Constructed the first phase of a 6-phase industrial park in Hazelwood, KS
- $7 million – Constructed a 12,000sqft co-op grocery store in Kansas City, KS
- $10 million – Renovated a community mental health service provider
- $13 million – Complete rehabilitation of Kansas City PBS Television Station
- $9 million – Provided operating capital to Navajo Tribal Utility Authority Solar Project
- $8 million – To expand one of the largest employers of the blind in the country

- $7 Million - To construction pet grooming workforce development center and program for low-income people (Secured)
- $22 Million – Wastewater treatment facility at Navajo Nation (Secured)

Personnel to be Assigned to This Project

CBO Financial

CBO Financial has a strong track record of facilitating funding for development projects in distressed communities. With a quarter-century of experience, the team has become a pivotal conduit for project sponsors seeking diverse financing solutions such as tax-exempt bonds, New Markets Tax Credits (NMTC), Historic Tax Credits, and various local tax credit and subsidy programs. The initial phase of the financing process involves the creation of a Financing Request Package (FRP), which is a comprehensive document that encapsulates all critical aspects of the project. This package is designed to provide prospective debt investors, donors, and Community Development Entities (CDEs) with the necessary information to evaluate the project, including its anticipated economic, social, and environmental benefits. The FRP includes extensive financial modeling to meet debt underwriting requirements, a diagram of the structure of the transaction that reflects all funding sources, background details about the project sponsor and operator of the finished facility, and products, programs and/or services to be offered.

Craig W. Stanley



Craig W. Stanley is the visionary founder and CEO of CBO Financial, a position he has held since 1999. Under his leadership, CBO Financial has become well known in the domestic economic development finance industry. Mr. Stanley's expertise encompasses a broad spectrum of services, including project planning, feasibility analysis, site selection, design coordination, permit processing, contractor bidding, financing, and construction management. Prior to his current role, he was the entrepreneurial force behind American Schools, Inc., which he founded and expanded to seven locations in California before its sale in 1996, he then formed Campus Development Associates which provided financing and construction management services for school projects.

James Badgley



James Badgley has been a driving force at CBO Financial since the year 2000, serving as the Executive Vice President. His role involves spearheading business development, cultivating new contacts, and leads outreach to borrowers, lenders, CDEs, equity investors and others for the company's NMTC efforts. Mr. Badgley's acumen in coordinating financing for clients' development projects has been instrumental in managing tax-subsidized loans and investments totaling nearly $400M nationwide. Before joining CBO Financial, Mr. Badgley was a Managing Director and Principal at California Capital Finance, LLC, where he provided financial advisory and investment banking services. His earlier tenure at Kelling, Northcross and Nobriga, and Shearson Lehman Brothers, further solidified his expertise in municipal finance. Mr. Badgley is an alumnus of the University of California Berkeley, where he majored in Economics and Statistics.

Vukas Capital Advisors

Chris Vukas



As Principal of Vukas Capital Advisors, Chris is responsible for running all facets of the business. He has spent the past 23 years in community development, with the majority of the time utilizing New Market Tax Credits (NMTC) to close financing gaps in asset classes nationwide, including rural Native American projects, grocery stores in food deserts, industrial/manufacturing development, rural healthcare development, business incubators, college and university expansions, among other asset classes.

Chris' passion is for projects that require out of the box thinking. He has an extensive background in multiple federal, state and local incentive programs including Tax Incremental Financing (TIF), Super TIF, CIDs, TODs, LIHTCs, HTCs and other forms of tax abatement. Chris also worked for a developer for 7 years and worked on LIHTC, Market Rate residential, conversions of historic schools into senior affordable housing as well as LIHTC family housing in Tonganoxie, KS. With its extensive background in tax credit development, VCA can help navigate both the construction/budget and the finance sides of projects, which is a critical skill when determining the “but for” incentive(s) and project timeline accurately.

4.0 Company Experience

CBO Financial

In 2023 the CBO Financial team was successful in securing grants under the CDFI's Small Dollar Loan Fund, Equitable Recovery Program, and Capital Magnet fund. Below is a track record summary:

CBO Financial Award Summary		
Program	**Awards**	**Date**
NMTC - direct allocations	$ 565,100,000	2003 - present
NMTC - placements	365,400,000	2003 - present
Capital Magnet Fund	5,996,250	2023
Equitable Recovery Program	1,910,771	2022
Small Dollar Loan Program	161,439	2022
CDFI - Technical Assistance	53,250	2020
Puerto Rico Hydroponics Grant Program	300,000	2017
Total	938,921,710	
CDFI Certification	Yes	
SBA Community Advantage SBLC Certification	Yes	
EPA Promise Zone Designation - Eastern Puerto Rico	Yes	
Currently Pending Applications		
New Markets Tax Credits	TBD	
CDFI Bond Guarantee Program	TBD	
CDFI Certification	TBD	
CDFI Financial Assistance	TBD	
Historic Tax Credit	TBD	
Puerto Rico Tourism Tax Credit	TBD	
Puerto Dept. of Ag Bona Fida Grant Program	TBD	
Pennsylvania RACP	TBD	

Sample Client Listing

CBO Financial's Sample Client Listing, provided below, illustrates our expertise in administering New Markets Tax Credits (NMTC) and our proficiency in deploying capital in underserved communities, thus fostering substantial economic and social impact.

CBO Award Samples

1) **Community Development Funding LLC** (A CBO Financial Subsidiary) - Nationwide: Acquired $150M in Round I (2003), with subsequent awards in Rounds II, IV, VI, VII, and X from 2004 to 2012 to fund social service oriented projects in Severely Distressed communities.

2) **Core Tech Capital** – Guam: Secured CDFI Certification and $28M in awards under the following programs: NMTC, Small Dollar Loan, Equitable Recovery, and Capital Magnet Fund.

3) **Charter Facilities Funding** - Nationwide: Secured a $50M NMTC allocation in Round II (2004) for nationwide educational development.

4) **Greystone CDE, LLC** - Nationwide: Awarded $65M in Rounds III (2005) and IV (2006), funds were used to finance commercial real estate projects nationwide.

5) **St. Bernard Parish Redevelopment, LLC** - St. Bernard Parish, LA: Facilitated $50M funding in Round IV (2006) for regional redevelopment after Hurricanes Katrina and Rita devastated the area.

6) **Capital Trust Agency CDE** - Florida: Provided $75M in Round VI (2008), and $10M in FL NMTC (2009), funds were used for highly impactful investments including a AAA baseball stadium that is a now a major community asset.

7) **Puerto Rico Community Development Fund, LLC** - Puerto Rico: Awarded $45M in Round VII (2009), the entire amount was put into a revolving fund to finance construction of affordable housing on the island.

8) **TMA Development Corporation** - Memphis MSA: Achieved a $30M award in Round VII (2009), which funded a critically needed medical research facility.

9) **Volunteers of America National Services** – Nationwide: Secured a $35M award with funds used to construct affordable housing and complementary social service projects.

A more detailed breakdown of NMTC activities is below:

CBO NMTC Award List			
CBO Client	**Service Area**	**Award Amount**	**Round/Year**
New Markets Tax Credits			
Charter Facilities Funding	Nationwide	$50 Million	Round II / 2004
Community Development Funding LLC	Nationwide	$150 Million	Round I / 2003
(CBO Financial Subsidiary)	Nationwide		Round II / 2004
	Nationwide		Round IV / 2006
	Nationwide		Round VI / 2008
	Nationwide		Round VII / 2009
	Nationwide		Round X / 2012
	Oregon	$8 Million	OR NMTC 2010
	Illinois	$5 Million	IL NMTC 2015
	Maine	$4.6 Million	ME NMTC 2016
	Kentucky	$4.2 Million	KY NMTC 2016
	Kentucky	$3.3 Million	KY NMTC 2019
Greystone CDE, LLC	Nationwide	$65 Million	Round III / 2005
			Round IV / 2006
St. Bernard Parish Redevelopment, LLC	SB Parish, LA	$50 Million	Round IV / 2006
Capital Trust Agency CDE	Florida	$75 Million	Round VI / 2008
		$10 Million	FL NMTC / 2009
Puerto Rico Community Development Fund, LLC	Puerto Rico	$45 Million	Round VII / 2009
Puerto Rico Redevelopment Fund, LLC	Vega Baja, PR	$10 Million	Round VII / 2009
TMA Development Corporation	Memphis MSA	$30 Million	Round VII / 2009
Volunteers of America National Services	Nationwide	$35 Million	Round VII / 2010
Guam Community Development Enterprise LLC	Guam	$20 Million	Round XIV / 2017

Vukas Capital Advisors

NMTC Consulting

- +15 Years experience in CDFI lending, NMTCs
- Secured $192 million in NMTCs over previous 8 years
- Experienced in rural/urban deployment
- Specialize in Native American NMTC projects
- Experience in management of CDEs
- Involved in over $500 million in NMTC transactions over course of career

Throughout his career Chris has worked with a number of non-profit, for profit and institutional projects.

Cross section of Career Wide Client/Sponsor List

- Navajo Tribal Utility Authority
- Reconciliation Services
- Kansas City Public Broadcast Service (KC PBS)
- The Unified Government of Wyandotte County
- Missouri State University
- Pittsburg State University
- The MercCoop
- NorthPointe
- Rooks County Health Center
- ImpactKansas
- Legacy Bank & Trust
- DeLaSalle: Alternative Charter School
- Rouse's Grocery Stores (LA)
- Sunflower Development Group
- Pawsperity Center of Kansas City

5.0 Responses to Scope of Services

Scope of Services #1: Delineation of CDFI Eligible Census Tracts

The applicant will provide a map of the city of Joplin that identifies census tracts that qualify as CDFI Investment Areas according to the CDFI Fund's CIMS4 mapping system, and will provide demographic analysis of the populations that live in the Investment Areas. CDFI eligibility is based on a census tract's poverty indicia and cannot be legislated through actions such as creation of Community Investment Districts, however the applicant will make recommendation if there appear to be opportunities for non-CDFI funding by taking such action.

Scope of Services #2: Report of Programs and Products Enabled by CDFI Certification

The applicant will provide a comprehensive report of how CDFI programs could be targeted to help further the city's economic development priorities and eliminate obstacles faced by local businesses and residents, including:

- New Markets Tax Credits
- Capital Magnet Program
- Bond Guarantee Program
- CDFI Financial / Technical Assistance
    - Healthy Food Financing Program
    - Persistent Poverty Counties Financial Assistance
    - Disability Funds Financial Assistance
- Small Dollar Loan Program

Scope of Services #3: Steps for CDFI Certification

The applicant will provide detailed steps to secure CDFI Certification by establishing a new entity or partnering with an existing organization with a track record of deploying capital into low income communities. Potential partners and avenues of support for the city will also be identified. The applicant will also provide steps to secure NMTC allocation from existing CDEs for priority projects.

Proposal

The combined team of CBO Financial and Vukas Capital Advisors can take a leadership role in accomplishing the scope of work pursuant to the following fee schedule:

- **Flat Fee:** $15,000 to be paid 2/3 upon execution of a contract and 1/3 upon completion.
- **Timeline:** work to be completed within 30 days of execution of a contract.
- **Additional Scope of Work:** can be engaged according to the following fee schedule:

CBO - VCA Fee Schedule 2024				
CDFI Fund Program	**Fee**	**Initial 2/3**	**Final $**	**Success Fee**
Technical Assistance Application - up to $125K	$ 32,500	$ 21,667	$ 10,833	N/A
CDFI Certification Application	47,500	31,667	15,833	N/A
Financial Assistance Program Application - up to $2M	47,500	31,667	15,833	2.0%
NMTC				
Single Project NMTC Request Executive Summary (Phase I)	10,000	6,667	3,333	1.5%
Single Project NMTC Comprehensive Request (Phase II)	17,500	11,667	5,833	1.5%
NMTC Allocation Application for Pipeline of Projects	75,000	50,000	25,000	1.5%
Bond Guarantee Application	75,000	50,000	25,000	1.5%

6.0 Sample Document

Attached is a recent New Markets Tax Credit request package for DaVinci Science Center in Pennsylvania.

7.0 Signature Page Form

THE CITY OF JOPLIN

REQUEST FOR PROPOSAL SUBMISSION FORM #2024-RFP-06

Company: Vukas Capital Advisors, LLC

Address: 7125 Chardon Ct.

Contact Person: Chris Vukas

Telephone Number: 913-899-7173

Email: chris@vukascapital.com

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE. THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S QUALIFICATIONS. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE QUALIFICATIONS MAY RESULT IN REJECTION OF THE QUALIFICATIONS.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED QUALIFICATIONS OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S QUALIFICATIONS, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT THE JRC'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Interest and is not a contract or an offer to contract; (2) the submission of Responses by Respondent in response to this RFP will not create a contract between the City and Respondent;
(3) Neither the City or the Committee, or any of their representatives, have made a representation or warranty, written or oral, that one or more contracts with the City will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to the City all of the products and/or services more particularly described in its Responses, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that they have not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant, elected officials, leadership or staff of the City or partner organizations in connection with the submitted Responses.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or Developer represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, or the Federal antitrust laws, nor communicated directly or indirectly the Responses made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;

Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of the Response.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP.

By signature hereon, Respondent affirms that it has not violated any of the noted No-Lobbying provisions or specification contained in this RFP.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the City and the Committee, all of their officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of these Responses.

Submitted and certified this _____ day of _____.

BY:

Signature Date: _____

Name (Printed): _____

Title: _____

Signature: _____

CITY OF JOPLIN, MISSOURI
FORMAL BID TABULATION FORM
ITEMS VALUED OVER $15,000

BID #: 2024-06 BID ITEM DESCRIPTION: CDFI Service

BID OPENING DEADLINE: 3-8-24 5pm DEPARTMENT: Planning

REQUISITION NUMBER: DATE & TIME OPENED: 3-8-24 5pm

OPENED BY: Thomas Walton WITNESSED BY: Holly Stone

VENDOR NAME	DATE RECEIVED	CONTACT NAME	PHONE NUMBER	VENDOR DEBARRED OR SUSPENDED-Y OR N	BID AMOUNT
ADM	3-8-24	Chuck Banks			$77,630.00
Vukas Capital	3-7-24	Chris Vukas			$15,000.00

ATTACH ALL FORMAL BID DOCUMENTS FROM VENDORS

#2024-RFP-06 CDFI Services

CBO Financial	A. Budget	B. Ability/Scope	C. Experience	D. Sample	Total
Reviewer #1:	35	25	15	14	89
Reviewer #2:	35	30	20	10	95
Reviewer #3:	30	30	20	12	92
				Average	92

A&M	A. Budget	B. Ability/Scope	C. Experience	D. Sample	Total
Reviewer #1:	7	30	20	15	72
Reviewer #2:	30	30	20	15	95
Reviewer #3:	20	30	20	15	85
				Average	84

AGREEMENT
FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, by and between the City of Joplin, Missouri, whose address is 602 S. Main St., Joplin, Missouri 64801, hereinafter referred to as the "City" and CBO Financial, Inc, whose address is 7125 Chardon Ct., Clarksville, MD 21029, hereinafter referred to as the "Consultant" is for professional services.

WHEREAS, the City desires to retain a professional consulting firm for City of Joplin Community Development Financial Institution Evaluation Services;

WHEREAS, the City issued its Request for Proposals for City of Joplin Community Development Financial Institution Evaluation Services, attached hereto and incorporated by reference as Exhibit A;

WHEREAS, Consultant submitted its bid response, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, Consultant desires to provide professional services for City of Joplin Community Development Financial Institution Evaluation Services;

NOW THEREFORE WITNESSETH: That for and in consideration of the mutual covenants and promises between the parties hetero, the parties do hereby agree as follows:

ARTICLE I – SERVICES

The Consultant agrees to diligently perform in a professional manner the following:

1. To provide services in completing a report in response to the scope of services for the City of Joplin Community Development Financial Institution Evaluation Services. Scope of services to include first; a delineation of the totality of eligible tracts for a Community Development Financial Institution (CDFI) to provide products and operate programs. Secondly, provide in said report the extent of available programs and products the addition of a CDFI could leverage in the areas of housing and economic development. Specific attention and focus will include the Capital Magnet Fund and New Market Tax Credits. Lastly, provide in said report the required steps for potential existing area organizations, or steps a new organization, would be required to receive CDFI designation and how the City can act in support of that end.

3. To present the final report to the Joplin City Council.

ARTICLE II – AGREEMENT SCOPE AND TIME

The scope of work must be completed in 30 days from the effective date of agreement unless extension is granted by the City staff in writing.

It is acknowledged by the Parties that the adherence to this timetable is due not only to the performance of the Consultant, but also upon the timely review of draft materials and their return to the Consultant for any necessary editing.

ARTICLE III – GENERAL CONDITIONS

1. The Consultant shall observe and comply with all Federal, State and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits and insurance, including but not limited to those contained in Exhibit "B."

2. The Consultant shall complete the work in a diligent manner.

3. This Agreement, including payment hereunder, shall not be sub-let, assigned or otherwise disposed of, except with the prior written consent of the City.

4. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working closely for the Consultant, any fee, commission, gift or contingent fee.

5. In performance of the work covered by this Agreement, the Consultant shall not discriminate against any worker because of race, creed, color, political affiliation, handicap or national origin.

6. Possession of working papers, projection reports, drawings, specification and other materials produced in connection with this Agreement shall be retained by the City for use only in the rehabilitation and preservation of those subject properties.

7. City shall have the right to make changes within the general scope of Consultant's services, with an appropriate change in compensation, upon execution of a mutually acceptable amendment or change order signed by an authorized representative of City and the Consultant.

ARTICLE IV – RESPONSIBILITES

The Consultant shall:

1. Provide a staff that is experienced in performing the work described in this Agreement.

2. Deliver in a timely manner all services specified in this Agreement.

3. Maintain the confidentiality of any information designated as confidential by the City of Joplin.

4. Consultant will exercise reasonable skill, care and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional standards.

5. Consultant represents that it has professional working knowledge of services related to the scope of work.

The City shall:

1. Designate one (1) person as the Project Coordinator, to serve as a liaison between the City and the Consultant,

2. Ensure access to City personnel and information as requested by Consultant.

3. Provide all current relevant information and data available to Consultant.

ARTICLE V – COSTS AND PAYMENTS

1. It is agreed by the Parties that the foregoing Scope of Services will be performed for an amount not to exceed $15,000.00, including all professional time, travel, materials and supplies, expenses, etc., payable according to the following schedule:

   a. Initial Payment, $10,000.00, Submission of substantially complete and approved draft report to the City liaison.

   b. Final Payment, $5,000.00, due following the final report presented to the Joplin City Council.

2. No out-of-pocket expenses for travel, mileage, postage, printing, presentation materials, photography, and other related expenses will be reimbursed by the City.

ARTICLE VI – INDEMNIFICATION AND INSURANCE

1. The Consultant covenants and agrees to, and does hereby hold harmless and defend the City, its officers, agents and employees from and against any and all claims or suits for property loss or damage, and/or personal injury, including death, to any and all persons, or whatsoever kind or character, whether real or asserted, arising out of Consultant's negligence in the performance of services under this Agreement.

ARTICLE VII – MISCELLANEOUS

1. CHOICE OF LAW and VENUE. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri, or the United States District Court for the Western District of Missouri.

2. HEADINGS. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

3. ENTIRE AGREEMENT. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

4. WAIVER OR BREACH. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights. Should City be required to institute legal action to enforce any of its rights set forth in this Agreement, then City shall be entitled to reimbursement for all reasonable attorneys' fees and costs incurred as determined by the Court in any such cause of action.

5. FORCE MAJERE. Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

6. SEVERABILITY. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

7. BINDING EFFECT. The provisions herein shall operate as a covenant running with the land and shall bind both parties hereunto and their respective successors and assigns.

8. REPRESENATIONS. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

9. RIGHTS AND BENEFITS. Consultant's services will be performed solely for the benefit of the City and not for the benefit or any other persons or entities.

ARTICLE IX – AGREEMENT

1. This Agreement contains the complete and full understanding of the parties; it may be varied only by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

FOR THE CONSULTANT

CBO Financial, Inc.

_____

BY: Craig Stanley
CEO

DATE:_____

Vukas Capital Advisors, LLC

_____

BY: Chris Vukas
Principal

DATE:_____

FOR THE CITY

City of Joplin, Missouri

_____

BY: Troy Bolander
Director of Planning
Development & Neighborhood Services

DATE:_____

ATTEST: _____
Thomas Walters
Planner

STATE OF _____)
) ss.
COUNTY OF _____)

AFFIDAVIT OF COMPLIANCE
(Missouri Unauthorized Alien Workers Act)

My name is _____(Name) and I am the __Title) of the ____(Company Name). I hereby represent, affirm and certify to the City of Joplin that my company does not knowingly employ any person who is an unauthorized alien in connection with contracted services with the City. I further affirm that my company is actively enrolled and participating in a federal work authorization program with respect to all employees working in connection with the contract services provided to the City.

_____
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

_____
Notary Public

My commission expires:

_____

COUNCIL BILL NO. 2024-401 ORDINANCE NO.

AN ORDINANCE approving an Agreement between the City of Joplin, Missouri, and CBO Financial, Inc.; authorizing the City Manager or his designee to execute same on behalf of the City of Joplin;

WHEREAS, the City of Joplin and CBO Financial, Inc., are desirous of entering into an agreement whereby CBO Financial, Inc. will provide community development financial institution evaluation professional consulting services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JOPLIN, MISSOURI, AS FOLLOWS:

Section 1: That an Agreement between the City of Joplin, Missouri, CBO Financial, Inc. is entered into for fifteen thousand dollars ($15,000.00), a copy of same, or copy in substantially similar form, attached hereto and incorporated herein, be and the same is hereby approved.

Section 2: That the City Manager or his designee, the Director of Planning, Development and Neighborhood Services of the City of Joplin, Missouri, is hereby authorized to execute said Agreement in substantially similar form, by and on behalf of the City of Joplin.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2024, by a _____vote.

_____
Keenan T. Cortez Sr., Mayor

ATTEST:

_____
Holly Nagy, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney