# COUNCIL AGENDA

July 21, 2014

6:00 P.M., Council Chambers

| General Council Members | MAYOR | Zone Council Members |
|---|---|---|
| Mike Woolston | Michael L. Seibert | Gary Shaw |
| Morris Glaze (Mayor ProTem) | | Melodee Colbert- Kean |
| Bill Scearce | | Dr. Benjamin D. Rosenberg |
| Ryan Stanley | | Michael Seibert |
| Miranda Lewis | | |

**1. Call to Order**
Invocation
Pledge of Allegiance

**2. Roll Call**

**3. Presentations**

**4. Finalization of Consent Agenda**

**5. Reports and Communications**

**6. Citizen Requests and Petitions**
1. Tom Walters, 508 S. Sergeant, requests to address council regarding progress of temporary skate park until construction is completed of the new facility.

**7. Public Hearings**

**8. Consent Agenda**
1. Minutes of the July 7, 2014 Council Meeting

2. COUNCIL BILL NO. 2014-260 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located south of 32nd Street between Central City Road and John Duffy Drive in the City of Joplin, Jasper and Newton Counties, Missouri.

3. COUNCIL BILL NO. 2014-261 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from

Anyone wishing to address the Council should step to the Podium and state their name and address. If the matter is not a Public Hearing, a request to speak to the Council should be prepared prior to the meeting. Speaking time will be limited to five minutes.

Sound enhancement units are available for hearing impaired customers. You will be asked to provide a form of identification as security, which will be returned when you return the unit.
If you are in need of disability related auxiliary aids or services, contact the City Clerks Office at (417) 624-0820 ext. 220. Forty-eight hours notice is requested.

District M-2 and including in District C-3 property as described below and located at 3215 East 20th Street in the City of Joplin, Jasper County, Missouri.

4. COUNCIL BILL NO. 2014-408 - AN ORDINANCE authorizing the City of Joplin to amend an Agreement with St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) to provide additional funding in the amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City.

5. COUNCIL BILL NO. 2014-509 - AN ORDINANCE approving the delivery of not to exceed $2,100,000 principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014, for the purpose of providing funds to finance the costs of capital projects for the City; and authorizing certain other actions in connection with the delivery of the certificates. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-509 be Passed on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

6. COUNCIL BILL NO. 2014-510 - AN ORDINANCE approving the Hope Valley Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, and designating Hope Valley Development Group, Inc., as the developer of Redevelopment Project I. Motion by Mr. Stanley, Second by Mr. Scearce, that Council Bill No. 2014-510 be Passed on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

**9. Resolutions**

1. RESOLUTION NO. 2014-014 - A RESOLUTION recognizing Mitch Randles upon his retirement from active service as the Fire Chief within the City of Joplin Fire Department.

**10. Ordinances – Emergency**

1. COUNCIL BILL NO. 2014-019 - AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between RKS Development, LLC, the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri; authorizing the Mayor to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

2. COUNCIL BILL NO. 2014-152 - AN ORDINANCE approving an agreement with Tri-State Engineering Inc. in the amount of Thirty Five Thousand One Hundred Thirty Five and no/100 ($35,135.00) for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project; and, containing an emergency clause.

3. COUNCIL BILL NO. 2014-512 - AN ORDINANCE approving the transfer of property interests in the 1717 Market Place Tax Increment Financing Plan Redevelopment Area; and containing an emergency clause.

4. COUNCIL BILL NO. 2014-513 AN ORDINANCE approving an Agreement to Transfer Repayment Rights by and between the City of Joplin and WBB, LLC for the 1717 Market Place Tax Increment Financing Plan; authorizing the City Manager to execute said Agreement by and on behalf of the City of Joplin; and containing an emergency clause.

**11. Ordinances – First Reading**

1. COUNCIL BILL NO. 2014-154 - AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

**12. Ordinances – Second Reading and Third Reading**

1. AMENDED COUNCIL BILL NO. 2014-262 - AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located between Second and Fourth Streets and High and Comingo Avenues in the City of Joplin, Jasper County, Missouri.

**13. Unfinished Business**

**14. New Business**

**Notice posted at 4:30pm on this the 17th day of July, 2014. (RSMo 610.020)**

# CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

# REQUEST TO ADDRESS COUNCIL

**Persons wishing to address Council should complete this form and give it to the City Clerk prior to the start of the meeting, which is 6:00 pm.**

**When your name is called, approach the podium and state your name and address clearly for the record. You will have five (5) minutes to state the purpose of your request.**

Date: 7-9-14

I would like to address the Joplin City Council at the 7-21-14 (date) meeting on the following subject:

Joplin Skatepark Progress + Progress of temporary skatepark until construction is completed of the new facility

RECEIVED
JUL 9 2014
OFFICE OF CITY CLERK
CITY OF JOPLIN MISSOURI

Name: Tom Walters (Please print)

Address: 508 S. Sergeant Ave.

Daytime Phone: 417-499-2760

Phone No.: same

Printed in the office of the City Clerk

# CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES July 7, 2014

**CALL TO ORDER**

The regular meeting for the Joplin City Council was called to order at 6:00 p.m. by Mayor Michael L. Seibert.

**ROLL CALL** – All were present

**INVOCATION** - read by City Clerk Barbara Hogelin

**FLAG SALUTE** – led by Mr. Shaw

**PRESENTATIONS**

**FINALIZATION OF CONSENT AGENDA** - There being no further business to come before the Council, the Consent Agenda was finalized.

**REPORTS AND COMMUNICATIONS**
Economic Update by Joplin Area Chamber of Commerce President, Rob O'Brian.
Mr. Rob O'Brian briefed council on the economic update of the Joplin Area Chamber of Commerce.

**CITIZEN REQUESTS AND PETITIONS**
James Waddell, 4415 Hickory Lane addressed Council on code violations and an address and fire response issue. Mr. Waddell expressed to Council concerns he had with a home address issue.

Randy Corp, 1191 Bedford Place addressed Council requesting the city regulate the fireworks code. He said the owner of Big Charlie's fireworks starts in May and shoots fireworks until all hours of the morning. He said we feel this is a public safety issue. He read a section of the code that relates to the fireworks. Or he said he could also refer to Disturbing the Peace code, because of them would work. He also said they wash tents on the residential lots with solvents. MO DNR has cited them and made them quit washing tents with those solvents. He said they also have fueling tanks and trash built up. He asked the city to regulate code and fire code. He was asked what the address was of the lot he was referring to that they were using to wash their tents on. He said the city gave him an address of 5924 E. 32nd street.

Sammy Quillin, 1253 Bedford Place, requests to address Council regarding residential property within the city limits being used for commercial purpose and storage. Mrs. Quillin asked the Council for relief saying the owner will not obey the rules.

Robert Price, 1257 Shady Lane requests to address Council regarding the miss-usage, abuse, misappropriation and misapplication of adjoining residential lots in the city of Joplin for commercial purposes, namely Joplin Tent and Awning/ Big Charlie's Fireworks at 1019 Oak Park Drive Joplin MO. Mr. Price said the purpose is what is in the city and what should be enforced.

Mayor Seibert told Mr. Price all the council had cell phones and could be reached and he was welcome to call any one of us.

Additional request to address Council.

Motion by Mr. Woolston, Second by Mr. Scearce to allow request to be heard. Motion passes 9-0.

Kim Seavy, 1607 byers Ave. requests to address council regarding TIF for Hope Valley.

Mr. Seavy thanked the Joplin Police Department for the excellent job in his neighborhood. He said the reason he was here was to state the Hope Valley TIF was a bad idea for the tax dollars. Mayor Seibert asked Mr. Seavy if he would wait and listen to the explanation when the council bill comes up this evening.

PUBLIC HEARINGS
Public Hearings Procedures read by City Clerk Barbara Hogelin

1. Proponents of the issue will be asked to present their information, then the opponents will be asked to testify and then rebuttal testimony may be allowed by the Council.
2. Approach the podium and state your name and address clearly for the record.
3. Please give your testimony as briefly and completely as possible. By the rules of the City Council you have five (5) minutes within which to give your testimony. Please follow the clock on the dais in front of you. You must complete your testimony within the 5 minute time limit.

ACTION

PUBLIC HEARING for COUNCIL BILL NO. 2014-260

Mayor Michael Seibert opened the Public Hearing

Jim Pinjuv, Joplin appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Glaze introduced Council Bill No. 2014-260. Motion by Mr. Glaze, Second by Mr. Scearce, to Pass Council Bill No. 2014-260 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-260

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located south of 32nd Street between Central City Road and John Duffy Drive in the City of Joplin, Jasper and Newton Counties, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-261

Mayor Michael Seibert opened the Public Hearing

Alan Buxton, Oronogo, appeared on behalf of this request.

No one appeared in opposition to this request.

The Public Hearing was closed.

Mr. Scearce introduced Council Bill No. 2014-261. Motion by Mr. Scearce, Second by Mr. Shaw, to Pass Council Bill No. 2014-261 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Bill was read as being COUNCIL BILL NO. 2014-261

AN ORDINANCE amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 3215 East 20th Street in the City of Joplin, Jasper County, Missouri.

PUBLIC HEARING for COUNCIL BILL NO. 2014-262

Mayor Michael Seibert opened the Public Hearing

No one appeared for or against this request.

The Public Hearing was closed.

Mr. Shaw introduced Council Bill No. 2014-262. Motion by Mr. Shaw, Second by Mr. Scearce, to Amend to C-3 PD Council Bill No. 2014-262. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 1, Rosenberg.

Motion by Mr. Glaze, Second by Mr. Stanley to Pass Amended Council Bill No. 2014-262 on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Scearce, Seibert, Shaw, Stanley and Woolston. 8. Nays: 1, Rosenberg.

The Bill was read as being COUNCIL BILL NO. 2014-262

AN ORDINANCE amending Ordinance No. 2004-256, District R-2 and including in District C-3 property as described below and located between Second and Fourth Streets and High and Comingo Avenues in the City of Joplin, Jasper County, Missouri.

**CONSENT AGENDA** - Motion by Mr. Glaze, Second by Mr. Shaw, to Approve the Consent Agenda. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

Minutes of the June 16, 2014 Council Meeting

COUNCIL BILL NO. 2014-147 - AN ORDINANCE authorizing the City Council to issue a partial abatement of ad valorem taxes to real property located in the Joplin Area Enhanced Enterprise Zone; generally described as located at 7501 E. 26th St. Ordinance No. 2014-100

COUNCIL BILL NO. 2014-613 - AN ORDINANCE approving an Agreement for virtual consolidation of public safety answering points by and between the City of Joplin, Missouri, a

Municipal Corporation, and the Jasper County Emergency Services Board; authorizing the City Manager to execute the same by and on behalf of the City of Joplin. Ordinance No. 2014-101

**RESOLUTIONS**

**ORDINANCES-EMERGENCIES**

Mr. Stanley introduced Council Bill No. 2014-151. Motion by Mr. Stanley, Second by Mr. Glaze, to Adopt Council Bill No. 2014-151. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-102

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Allgeier, Martin & Associates in the amount of Two Hundred Seventy-Seven Thousand Dollars ($277,000) for the construction phase services of the Phase II Turkey Creek and Shoal Creek Wastewater Treatment Plants improvements and authorizing the City Manager to execute said Agreement; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-153. Motion by Mr. Shaw, Second by Mr. Glaze, to Adopt Council Bill No. 2014-153. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-103

AN ORDINANCE approving the contract with Vance Brothers in the amount of Nine Hundred Thirty Eight Thousand Five Hundred Ninety Two and no/100 Dollars ($938,592.00) for Microsurfacing of Streets in Various Locations for 2014 in the City of Joplin, Missouri; providing how the cost shall be made and levied; and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-614. Motion by Mr. Shaw, Second by Mrs. Lewis, to Adopt Council Bill No. 2014-614. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was declared Adopted and entitled Ordinance No. 2014-104

AN ORDINANCE approving a Contract for Technical Support by and between the City of Joplin, Missouri and Motorola, Inc., dealing generally with the provision of customer support, maintenance, and technical support for the City's Motorola Digital Radio System for the annual amount of One Hundred Thirty Thousand, Three Hundred Thirty-One Dollars and Forty cents ($130,331.40); authorizing the City Manager to execute the same by and on behalf of the City of Joplin, Missouri; and containing an emergency clause.

**ORDINANCES – FIRST READING**

Mr. Scearce introduced Council Bill No. 2014-408. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2014-408 be Passed on First Reading and Advance to Second and Third Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-408

AN ORDINANCE authorizing the City of Joplin to amend an Agreement with St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) to provide additional funding in the amount not to exceed Two

Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant-Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City.

Mr. Stanley introduced Council Bill No. 2014-509. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-509 be Passed on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-509

AN ORDINANCE approving the delivery of not to exceed $2,100,000 principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014, for the purpose of providing funds to finance the costs of capital projects for the City; and authorizing certain other actions in connection with the delivery of the certificates.

Mr. Stanley introduced Council Bill No. 2014-510. Motion by Mr. Stanley, Second by Mr. Scearce, that Council Bill No. 2014-510 be Passed on First Reading and Advance to Second Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-510

AN ORDINANCE approving the Hope Valley Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, and designating Hope Valley Development Group, Inc., as the developer of Redevelopment Project I.

Mr. Scearce introduced Council Bill No. 2014-511. Motion by Mr. Scearce, Second by Mr. Glaze, that Council Bill No. 2014-511 be Passed and Tabled on First Reading and Advance to Reading. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

The Council Bill was read as being COUNCIL BILL NO. 2014-511

AN ORDINANCE approving Redevelopment Project I of the Hope Valley Tax Increment Financing Redevelopment Plan and adopting Tax Increment Financing therein.

**ORDINANCES – SECOND READING AND THIRD READING**

**UNFINISHED BUSINESS**

**NEW BUSINESS**
Boards & Commissions - Appointments/Reappointments
**Reappointments** to the Historic Preservation Commission
Nancy Morton, Paul Whitehill, Paula Callihan, Pete Ramsour, Wendy Brunner-Lewis and Gay Lynne Dawson.

**Appointments**:
Historic Preservation; Wendy Brunner-Lewis;
Library Board; David Layne.

Motion by Mr. Shaw, Second by Mr. Scearce, to accept the boards and commissions. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

**Announcements from the Public Information Officer:**

Lynn Onstot announced Mustang Mother Road Weekend – commemorating the 50th anniversary of the Ford Mustang will be taking place in Joplin this Thursday thru Saturday. An all Mustang car show will be Friday evening on Main Street from 6:00-9:00. For full details visit the CVB web site: VisitJoplinMO.com.

Ewert Swim Night is Friday night. With Park activities in full swing we encourage people to fill out the parks survey that is available and we would like to get your feedback.

Mr. Glaze mentioned the Ozark Amateur golf tourney this weekend.

Mayor Seibert mentioned the passing of Councilmember's Mike Woolston' mother, Mary Woolston on Sunday. He recalled the time she had come to the council meeting to see Mr. Woolston being honored as Mayor of the City.

Vote to go into closed session, which shall pertain to the firing, disciplining, or promotion of an employee or particular employees of a governmental body involving personal information as set forth in Section 610.021 (3) RSMo, as amended, 2013, more specifically for the purpose of evaluating certain Council employees and legal action, causes of action, or litigation including a public governmental body and any confidential or privileged communications between a governmental body or its representatives and its attorneys as set forth in Section 610.021(1) RSMo, as amended, 2013. This meeting, record, and vote to be closed to the extent provided by law. The City Council shall adjourn at the end of the session.

Motion by Mr. Glaze, Second by Mr. Shaw to go into closed session. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Seibert, Shaw, Stanley and Woolston. 9. Nays: 1, Scearce.

There being no further business the meeting adjourned at 8:35 p.m.

Respectfully submitted,

Barbara L Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 7, 2014**

**Item: COUNCIL BILL NO. 2014-260**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nicholas A. Heatherly — Date: 6/18/14
Interim City Attorney: Peter C. Edwards — Date: 6/24/14
Interim City Manager: Samuel L. Anselm — Date: 6/19/14
Board or Commission: Planning and Zoning Commission — Date: 6/9/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 019-14: South of 32nd Street between Central City Road and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for the future development of professional offices – Wildwood Ranch, LLC.

STAFF SUMMARY:
The property was annexed in 2012 and is currently zoned R-1 (Single-Family), as all properties are zoned when annexed. The developer is requesting to rezone the property to commercial to conform with the Wildwood Ranch Master Plan and to be able to sell portions of the property for professional offices. Several other office developments have been completed over the past few years nearby, including a Mercy office, Preferred Family Healthcare and a skilled nursing facility. The preliminary plan for this property is to subdivide the property into 7 lots, approximately 1 acre each for the development of offices.

Staff recommends approval of Case 019-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Ms. Teresa Gilliam, Manager of Operations for Wildwood Ranch, appeared to request the rezoning of the property in this case from single-family residential to non-retail commercial. They have a potential business partner for this property, with the commercial development of the property being part of their overall site plan.

PUBLIC COMMENT: None.

Z&P Meeting: June 9, 2014
City Council Meeting: July 7, 2014

# STAFF PLANNING REPORT
## Rezoning

**CASE 019-14:**

A request to rezone from District R-1 (Single-Family) to District C-O (Non-Retail Commercial) for property located on the south side of 32nd Street between Central City Road and John Duffy Drive for the future development of professional offices.

**APPLICANT:** Wildwood Ranch, LLC

**LOCATION:** W. 32nd Street between Central City & John Duffy Drive

**REQUESTED ZONING:** C-O (Non-Retail Commercial)

**CORRIDOR:** N/A (Planned Development not required)

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**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| R-1 (Single-Family) | Undeveloped | 220' x 1,200' / 7.1 acres |

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-1 | R-1 | R-1, R-1 PD | R-1 |
| Land Use | Undeveloped, Office | Undeveloped | Undeveloped | Skilled Nursing Facility |

**FUTURE LAND USE:**

The 2012 Future Land Use Map designates this property as a Residential/Commercial Opportunity Area. This rezoning is also consistent with the Wildwood Ranch Master Land Use Plan updated in 2012.

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| W. 32nd Street | Local | 60' |

**WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?**

No.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

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**STAFF ANALYSIS:**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes.

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

This property is suitable for the development of professional offices.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The proposed rezoning should not detrimentally affect nearby properties.

**DISCUSSION**

The property was annexed in 2012 and is currently zoned R-1 (Single-Family), as all properties are zoned when annexed. The developer is requesting to rezone the property to commercial to conform with the Wildwood Ranch Master Plan and to be able to sell portions of the property for professional offices. Several other office developments have been completed over the past few years nearby, including a Mercy office, Preferred Family Healthcare and a skilled nursing facility. The preliminary plan for this property is to subdivide the property into 7 lots, approximately 1 acre each for the development of offices.

**Staff recommends approval of Case 019-14.**

**ENCLOSURES:** None

RECEIVED 5-8-14

# REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 019-14
Filing Fee: $350.00
Date Advertised: 05-25-14
Date Notices Sent: 05-27-14
P&Z Date: 06-09-14
City Council Date: 07-07-14

APPLICANT: Wildwood Ranch, LLC PHONE: 417-627-9675
ADDRESS: 1032 Antelope Road, Joplin ZIP: 64804
EMAIL: wildwood9675@sbcglobal.net
OWNER: James Pinjuv (Managing Member) PHONE: 417-529-6440
ADDRESS: 1032 Antelope Road, Joplin ZIP: 64804
EMAIL: jimmar@wwrlife.com
LOCATION OF PROPERTY: West 32nd Street, Southside West of Central City
LEGAL DESCRIPTION:

Present Zoning R1 Requested Zoning: C-O Acreage: 7±
Present Use of Property: Vacant
Proposed Use of Property: Office Buildings

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | C-O | R-1 |
| South | Residential | R-1, R-1 PD |
| East | Commercial | R-1 |
| West | Long term care | R-1 |

CHARACTER OF THE NEIGHBORHOOD: Master Planned Community

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts?
   NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? YES
   If yes, explain: Existing is R-1

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? YES
2. Consistent with Future Land Use Map? YES

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: W. 32nd, Central City, John Daffy D.
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: 100', 60', 60'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

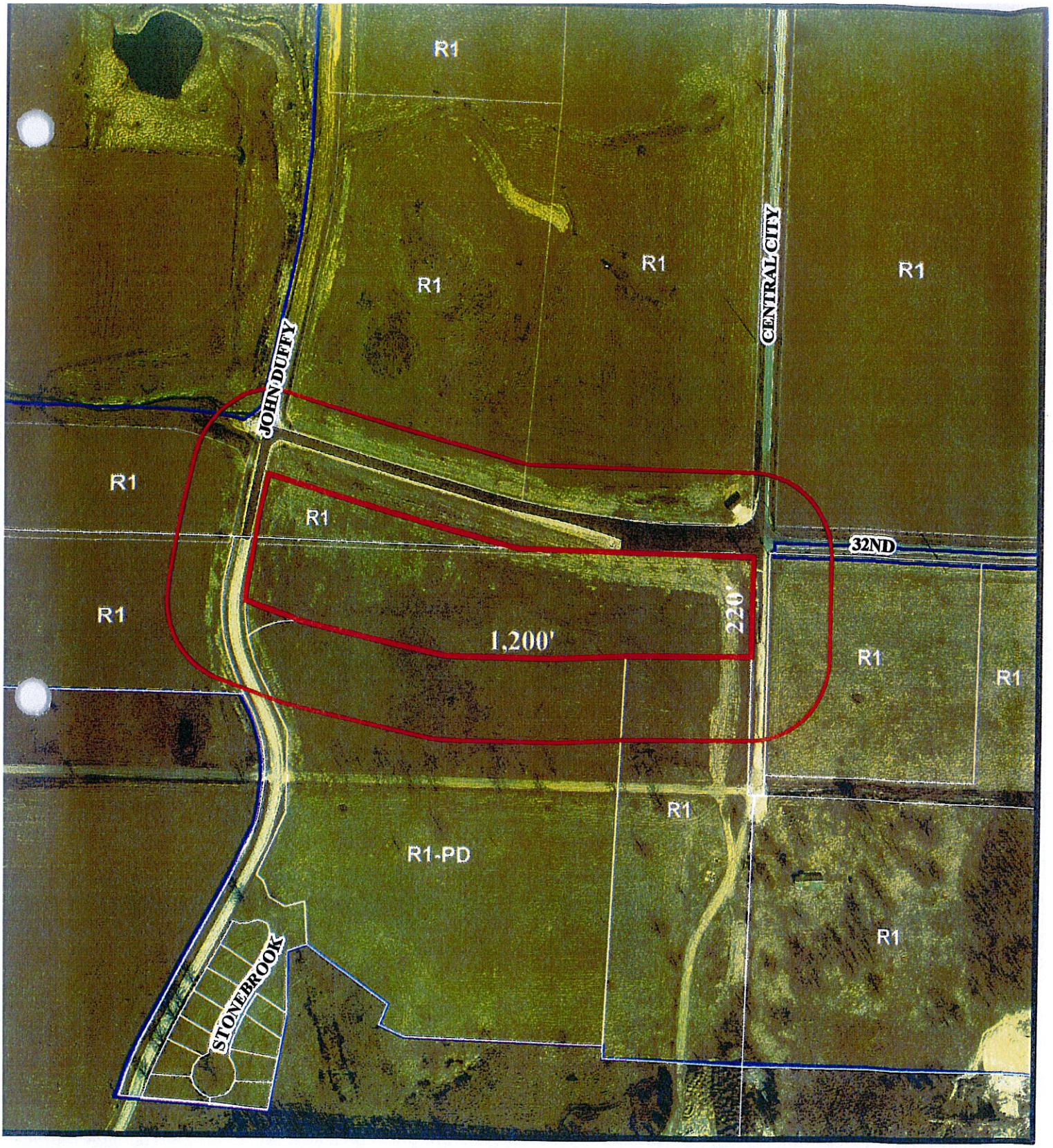
1. Appropriately Sized Lots? Yes
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
This property is Part of Wildwood Ranch Master Plan

SIGNATURE: _____ DATE: 5-8-14

BY: James Hilton

TITLE: For Wildwood Ranch Dev Managing Member




**Case 019-14: A request to rezone property from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) on the south side of W. 32nd Street between Central City Road and John Duffy Drive for the development of professional offices. - Wildwood Ranch, LLC**

Case 019-14: South of 32nd Street between Central City Road and John Duffy Drive – A request to rezone property from District R-1 (Single-Family Residential) to District C-O (Non-Retail Commercial) for the future development of professional offices – Wildwood Ranch, LLC.

Mr. Eastman opened the public hearing for Case 019-14.

Ms. Teresa Gilliam, Manager of Operations for Wildwood Ranch, 1032 Antelope Road, Joplin, appeared to request the rezoning of the property in this case from single-family residential to non-retail commercial. They have a potential business partner for this property, with the commercial development of the property being part of their overall site plan.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 019-14.

**MR. SMITH MOVED, SECONDED BY MR. CORTEZ, THAT CASE 019-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

P & Z Case 019-14
Wildwood Ranch, LLC
(P & Z Recommended Approval)

**COUNCIL BILL NO. 2014-260** **ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-1 and including in District C-0 property as described below and located south of 32nd Street between Central City Road and John Duffy Drive in the City of Joplin, Jasper and Newton Counties, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-1 and including same in District C-0:

All that part of Sections 13 and 24, in Township 27, Range 34, in the City of Joplin, in both Jasper and Newton Counties, Missouri described as follows: Commencing at the Northeast Corner of the Northeast Quarter of Section 24, Thence South 01 degrees 52 minutes 02 seconds West along the East line of said Northeast Quarter a distance of 39.68 feet said point being the point of beginning; thence continuing South 01 degrees 52 minutes 02 seconds West a distance of 194.57 feet; thence North 90 degrees 00 minutes 00 seconds West a distance of 330.38 feet; thence North 86 degrees 36 minutes 16 seconds West a distance of 554.88 feet; thence North 74 feet 25 minutes 01 seconds West a distance of 340.26 feet to a non-tangent curve to the right having a radius of 280.00 feet and a chord bearing and distance of North 07 degrees 54 minutes 50 seconds East, 53.32 feet said point being on the East right-of-way line of John Duffy Drive; thence along said non-tangent curve to the right an arc distance of 53.40 feet; thence North 13 degrees 22 minutes 37 seconds East along said East right-of-way line a distance of 245.87 feet to a non-tangent curve to the right having a radius of 2950.00 feet and a chord bearing and distance of South 75 degrees 19 minutes 33 seconds East, 93.58 feet said point being on the South right-of-way line of 32nd Street; thence along said South right-of-way line an arc distance of 93.58 feet; thence continuing along said South right-of-way line of 32nd Street the following calls: thence South 74 degrees 25 minutes 01 seconds East a distance of 369.44 feet to a curve to the left having a radius of 2050.00 feet; thence along said curve to the left an arc distance of 522.10 feet; thence South 89 degrees 00 minutes 35 seconds East a distance of 143.18 feet; thence South 43 degrees 32 minutes 53 seconds East a distance of 28.06 feet; thence South 88 degrees 05 minutes 10 seconds East a distance of 30.03 feet to the point of beginning. Containing 7.1 acres more or less. Except any part taken or deeded for road. Subject to any easements or restrictions on record.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 7, 2014**

**Item: COUNCIL BILL NO. 2014-261**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill

Public Works Director: Nicholas A. Heatherly NAH Date: 6/19/14
Interim City Attorney: Peter C. Edwards PE Date: 6/21/14
Interim City Manager: Samuel L. Anselmo Date: 6/19/14
Board or Commission: Planning and Zoning Commission MAW Date: 6/9/2014

Recommended Action: Planning and Zoning Commission recommended approval by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 020-14: 3215 East 20th Street – A request to rezone property from District M-2 (Heavy Industrial) to District C-3 (Commercial) for future commercial development– Danny Block.

STAFF SUMMARY:
The property was industrial pre-tornado and has remained vacant. The property is not required to be rezoned to a Planned Development since it is being downzoned to a less intensive zoning district, which is recommended by the Future Land Use Map. Other industrial-zoned properties on the north side of 20th Street have been downzoned in recent years, as the area has become more suitable for commercial and multi-family development.

Staff recommends approval of Case 020-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Danny Block appeared representing the current owners of the property at 3215 East 20th Street. They are requesting rezoning from District M-2 to District C-3 for a sale so the property can be developed commercially by Mr. Block.

Mr. Ramsour drove past all three properties on the agenda and asked if the City staff did not post signage stating that a public hearing is being held. Mr. Bolander replied that the signs were posted but thought the strong winds last week blew the signs over. Mr. Block stated a sign was posted at 3215 East 20th Street, but it did blow over last week.

Mr. Ramsour stated that the map shows all the parcels in this area being zoned M-2 and asked if that is a current map. Mr. Bolander replied that is a current map and stated that Wal-Mart and

some of the other commercial uses were permitted at a time when commercial uses were allowed in heavy industrial districts. The City no longer allows that. The area is transitioning, with mixed uses in this area.

PUBLIC COMMENT:
None.

Z&P Meeting: June 9, 2014
City Council Meeting: July 7, 2014

# STAFF PLANNING REPORT
## Rezoning

**CASE 020-14:**

A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) for future commercial development.

**APPLICANT:** Danny Block

**LOCATION:** 3215 E. 20th Street

**REQUESTED ZONING:** C-3 (Commercial)

**CORRIDOR:** South Range Line (Planned Development not required)

---

**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| M-2 (Heavy Industrial) | Vacant (former industrial) | 245' x 430' / 2.51 acres |

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | C-3 | M-2 | C-3 | C-3, M-2 |
| Land Use | Commercial | Vacant | Commercial | Commercial |

**FUTURE LAND USE:**

The 2012 Future Land Use Map designates this property as Commercial.

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| E. 20th Street | Arterial | 80' |

**WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?**

No.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

---

**STAFF ANALYSIS:**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes.

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

This property is suitable for the development of commercial.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The proposed rezoning should not detrimentally affect nearby properties.

**DISCUSSION**

The property was industrial pre-tornado and has remained vacant. The property is not required to be rezoned to a Planned Development since it is being downzoned to a less intensive zoning district, which is recommended by the Future Land Use Map. Other industrial-zoned properties on the north side of 20th Street have been downzoned in recent years, as the area has become more suitable for commercial and multi-family development.

**Staff recommends approval of Case 020-14.**

**ENCLOSURES:** None

RECEIVED 5-9-14

# REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only

Case No.: 020-14
Filing Fee: $ 350.00
Date Advertised: 05-25-14
Date Notices Sent: 05-27-14
Public Hearing Date: 06-09-14/
07-09-14

APPLICANT: Danny Block PHONE: 417-437-0940
ADDRESS: 3551 S. Highway 37, Reeds, MO ZIP: 64859
OWNER: Aiming Shang and Xujun Wu, husband and wife PHONE: 417-540-1855 John
ADDRESS: 3937 Arbor Road, Joplin, MO 64804 ZIP: 64804
LOCATION OF PROPERTY: 3215 East 20th Street
LEGAL DESCRIPTION: See attached

Present Zoning M-2 Requested Zoning: C-3 Acreage: 2.515
Present Use of Property: Vacant Ground

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | Commercial | C-3 |
| South | Commercial | C-3 |
| East | Commercial | M-2 |
| West | Commercial | C-3 |

CHARACTER OF THE NEIGHBORHOOD: Commercial

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? No
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? No
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Yes

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: East 20th Street
2. Classification of Street(s):
   Arterial X Collector _____ Local _____
3. Right-of-Way Width: _____
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   No

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

1. Appropriately Sized Lots? No
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   - Electricity? No
   - Gas? No
   - Sewers? No
   - Water? No
5. Additional Comments: _____

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:

Property previously was the location of Gooch Brake & Equipment (destroyed by the tornado). Retail and commercial surrounds it thus a downzoning from M-2 to C-3 makes sense.

SIGNATURE: _____ DATE: 4/16/14

BY: _____

TITLE: Owners




**Case 020-14: A request to rezone from District M-2 (Heavy Industrial) to District C-3 (Commercial) for future commercial development at 3215 E. 20th Street. - Danny Block**

N

Case 020-14: 3215 East 20th Street – A request to rezone property from District M-2 (Heavy Industrial) to District C-3 (Commercial) for future commercial development – Danny Block.

Mr. Eastman opened the public hearing for Case 020-14.

Mr. Danny Block appeared representing the current owners of the property at 3215 East 20th Street. They are requesting rezoning from District M-2 to District C-3 for a sale so the property can be developed commercially by Mr. Block.

Mr. Ramsour drove past all three properties on the agenda and asked if the City staff did not post signage stating that a public hearing is being held. Mr. Bolander replied that the signs were posted but thought the strong winds last week blew the signs over. Mr. Block stated a sign was posted at 3215 East 20th Street, but it did blow over last week.

Mr. Eastman asked for comments from the commissioners and the audience, and none were received. He then closed the public hearing for Case 020-14.

**MR. CORTEZ MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 020-14 BE FORWARDED TO THE CITY COUNCIL WITH RECOMMENDATION FOR APPROVAL, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

Mr. Ramsour stated that the map shows all the parcels in this area being zoned M-2 and asked if that is a current map. Mr. Bolander replied that is a current map and stated that Wal-Mart and some of the other commercial uses were permitted at a time when commercial uses were allowed in heavy industrial districts. The City no longer allows that. The area is transitioning, with mixed uses in this area.

P & Z Case 020-14
Danny Block
(P & Z Recommended Approval)

**COUNCIL BILL NO. 2014-261** **ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District M-2 and including in District C-3 property as described below and located at 3215 East 20th Street in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District M-2 and including same in District C-3:

All of a tract described as beginning 755 feet East and 30 feet North of the Southwest corner of Section 7, Township 27, Range 32, in the City of Joplin, Jasper County, Missouri, thence North 436.67 feet, thence East 249 feet, thence South 436.67 feet, thence West 249 feet to the point of beginning.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of **JOPLIN** City Council Agenda Item

## Requested Council Meeting Date: July 7, 2014

**Item: First Amendment to a Recipient Agreement for the execution of a Joplin Homeowner Rehabilitation Program through CDBG-Disaster Recovery**
**Originating Department: Planning & Community Development**

Attachments: 1) First Amendment to Agreement
2) Rebuild Joplin Request
3) Council Bill No. 2014-408

| | |
|---|---|
| Department Head: Nick Heatherly NH | Date: 6/30/14 |
| Planning & Community Development Director: Troy Bolander T.B. | Date: 6-30-14 |
| Finance Department: Leslie Haase LH | Date: 6-30-14 |
| Interim City Attorney: Peter Edwards PE | Date: 7/1/14 |
| Interim City Manager: Sam Anselm | Date: 6/30/14 |

Recommended Action: Approval of Council Bill No. 2014-408

**DISCUSSION:**

The following Council Bill is an amendment to an Agreement between the City of Joplin and St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) for Administration Services of a Homeowner Rehabilitation Assistance Program related to the City's Community Development Block Grant – Disaster Recovery (CDBG-DR) funds, approved by City Council on April 7, 2014. The Agreement resulted in an award of $250,000 to Rebuild Joplin for administration and execution of the J-HRP, rehabilitating up to 10 homes over a two year period through the $45 Million CDBG-DR program.

As a result of a request for proposals, the City of Joplin entered into agreements with Rebuild Joplin, Economic Security Corporation and Catholic Charities of Southwest Missouri to carry out the J-HRP as approved by City Council on April 7, 2014. On June 13, 2014, staff sent a Notice of Additional Funding Availability to all three organizations indicated they may request additional funds for the program any time during the term of their agreements upon proof of need and no duplication of applicants among the organizations. Rebuild Joplin intends to finish its commitment to Joplin by the end of this calendar year. Rebuild currently has 24 potential applicants on their list for rehabilitation assistance. The City received a request from Rebuild Joplin for an additional $250,000 to provide J-HRP assistance to their client list. Their request has been submitted now in an effort to ensure they can complete the rehabilitations during this calendar year. Any unused funds at the time Rebuild Joplin closes its operations will be re-allocated to the other two organizations upon their request and approval by City Council. Rebuild Joplin will also refer any remaining applicants to the other participating organizations.

The Action Plan as amended for the $45 million CDBG-DR program, currently has a budget allocation of $1.5 million. To date, $775,000 has been awarded to the above organizations. Rebuild's request will bring the total awards to $1,025,000. Additional funding requests are anticipated from the other participating organizations.

City Staff recommends the approval of this Council Bill.

**First Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Recipient Agreement**
**Between**
**The City of Joplin and**
**St. Bernard Project dba Rebuild Joplin**
**For the Joplin Homeowner Rehabilitation Program (J-HRP)**

This First Amendment to the Community Development Block Grant-Disaster Recovery (CDBG-DR) Recipient Agreement between the City of Joplin and the St. Bernard Project dba Rebuild Joplin for the Joplin Homeowner Rehabilitation Program (J-HRP) is made and entered into as of the _____ day of _____, 2014.

RECITALS:

A. The parties desire to amend the Agreement.

B. Section IV., first paragraph is amended and restated as follows:

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid to the Recipient under this Agreement shall not exceed: $500,000.00.

IN WITNESS WHEREOF, the parties have executed this contract as to the date written above.

City of Joplin, Missouri
A Municipal Corporation

_____
Samuel L. Anselm
Interim City Manager

St. Bernard Project dba Rebuild Joplin

_____
Thomas Corley
Executive Director

June 25th, 2014

Dear Mr. Troy Bolander, Ms. Patty Heagel and Mr. David Hertzberg,

Please accept this letter as a formal request for a revision to St. Bernard Project DBA Rebuild Joplin's contract with the City of Joplin regarding the Community Development Block Grant backed J-HRP program. Currently, Rebuild Joplin has been awarded up to $250,000.00 as reimbursement for approved projects through J-HRP. Below is a summary of projects which we will be submitting to the City of Joplin for approval and reimbursement through J-HRP.

| Client Name | Client Address | Reimbursement Amount |
|---|---|---|
| **Samantha J** | 2407 New Hampshire | $25,000.00 |
| **Charles K** | 2016 Pearl | $8,321.04 |
| **Loyd T** | 2322 Moffet | $25,000.00 |
| **Terry W** | 2711 S. Joplin | $25,000.00 |
| **Betty W** | 2201 Bird | $25,000.00 |
| **Christy M** | 2308 Murphy | $25,000.00 |
| **Mary Ellen G** | 2901 Massachusetts Ave. | $16,355.97 |
| **Irma L** | 2105 S Byers | $14,638.97 |
| **Lenora C** | 2423 S Picher | $25,000.00 |
| **George H** | 2705 S Michigan | $25,000.00 |
| **Missy J** | 2225 Empire | $25,000.00 |
| **Tara M** | 2217 E 22nd Street | $25,000.00 |
| **Melissa S** | 2812 S Pearl | $25,000.00 |
| **Leigh C** | 2317 Patterson | $25,000.00 |
| **Susan S** | 1801 Byers Ave. | $25,000.00 |
| **Mark H** | 2117 Byers Ave. | $25,000.00 |
| **Rosalee W** | 2208 Bird | $25,000.00 |
| **Doug K** | 2406 Virginia | $25,000.00 |
| **John O** | 2714 Missouri | $25,000.00 |
| **Shelia S** | 1611 Minnesota | $25,000.00 |
| **Noel H** | 2211 Texas | $25,000.00 |
| **Kenny K** | 2505 Pennsylvania | $25,000.00 |
| **Betty G** | 2831 Minnesota | $25,000.00 |
| **Maxine P** | 3030 West 27th Street | $25,000.00 |
| | **Total:** | **$551,145.98** |

***Note: The above is a projected list of approved clients and projected reimbursement amount. This information is to illustrate RJ's need, final project approval and reimbursement amount subject to change.*

The above table illustrates a current need of $551,145.98 which exceeds our current contract by $301,145.98, and does not take into account the additional 10 homeowner who will be submitting applications to Rebuild Joplin. Rebuild Joplin requests release and access to an additional $250,000, through J-HRP, on a reimbursement basis. This would bring our total accessible award to $500,000.00.

Kind Regards,

Thomas Corley

**COUNCIL BILL NO. 2014-408** **ORDINANCE NO.**

**AN ORDINANCE** authorizing the City of Joplin to amend an Agreement with St. Bernard Project dba Rebuild Joplin (Rebuild Joplin) to provide additional funding in the amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000.00) to provide administrative services related to Joplin Homeowner Rehabilitation Program through the 2012 Community Development Block Grant- Disaster Recovery fund, authorizing the City Manager to execute said Agreement for the City.

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

Section 1. That the City enter into an Amendment to the Agreement, attached hereto as Exhibit A, between the City of Joplin and St. Bernard Project dba Rebuild Joplin in the amount not to exceed Two hundred fifty thousand dollars ($250,000.00) to provide the Joplin Homeowner Rehabilitation Program related to the 2012 Community Development Block Grant-Disaster Recovery fund.

Section 2. That the Interim City Manager of the city of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Passed by the Council of the City of Joplin, Missouri, this _____day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter Edwards, Interim City Attorney

City of Joplin — City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JULY 7, 2014**

**ITEM: COUNCIL BILL NO. 2014-509**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with Preliminary Bond Debt Schedule**

| | |
|---|---|
| **Department Head: Leslie Haase** LH | **Date:** 6-30-14 |
| **City Attorney: Peter Edwards** PE | **Date:** 7/1/14 |
| **City Manager: Sam Anselm** | **Date:** 6/30/14 |

**INTRODUCTION:**
This Council Bill approves the issuance of Certificates of Participation (COPs) for the renovation of Joe Becker Stadium in order to play minor league baseball next season.

**DISCUSSION:**
The City Council recently entered into an agreement with the Suarez group to play minor league baseball at Joe Becker Stadium beginning with the 2015 season. As part of the agreement, the City will make $4 million in improvements to Joe Becker. The improvements will be funded 50% through fund balance and 50% through the issuance of Certificates of Participation (COPs). The COPs will be repaid through rent payments from the minor league baseball team.

This Council Bill authorizes the issuance of up to $2.1 million of COPs to fund half of the improvements. The additional amount covers the costs of issuance. A preliminary debt schedule has been included. However, the debt schedule will not be finalized until the COPS are issued. During the month of July, the City will be updating our credit rating with Standard & Poor's. The COPs will not be priced until the council bill becomes effective. It is anticipated the COPs will close on August 26th.

**RECOMMENDATION:**

City Staff recommends this Council Bill be approved on first reading.

**COUNCIL BILL NO. 2014-509** **ORDINANCE NO.**

AN ORDINANCE approving the delivery of not to exceed $2,100,000 principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014, for the purpose of providing funds to finance the costs of capital projects for the City; and authorizing certain other actions in connection with the delivery of the certificates.

**WHEREAS,** the City Council finds and determines that it is advantageous and in the best interests of the City that the City enter into certain transactions with UMB Bank, N.A., as trustee (the "Trustee"), relating to the delivery of not to exceed $2,100,000 aggregate principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014 (the "Certificates"), to finance the costs of renovations and improvements to the Joe Becker baseball stadium for the City (the "Project"), with all of the City's present or hereafter acquired interest in those tracts of real estate on which the Project will be situated, together with all improvements now or hereafter situated thereon; and

**WHEREAS,** in connection with the delivery of the Certificates, the City Council authorizes the execution of: (a) a Ground Lease (the "Ground Lease"), between the City and the Trustee, pursuant to which the City will lease certain real property in the City (the "Leased Property") to the Trustee; and (b) a Lease Purchase Agreement (the "Lease") between the Trustee and the City, pursuant to which the Trustee will lease the Leased Property and the improvements located thereon and certain other property and improvements to the City on an annually renewable basis and the City will make rental payments to the Trustee that will be sufficient, during any term of the Lease, to pay the principal of, premium, if any, and interest distributable with respect to the Certificates as the same become due.

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

**Section 1. Approval of Delivery of the Certificates.** The City hereby approves the delivery of not to exceed $2,100,000 aggregate principal amount of the City of Joplin, Missouri Certificates of Participation, Series 2014 (the "Certificates"), for the purpose of providing funds to finance the costs related to the Project and to pay costs related to the delivery of the Certificates. The Certificates shall be issued and secured pursuant to the herein approved Indenture. The Certificates shall be sold to Piper Jaffray & Co. (the "Purchaser"). The Certificates shall be in such denominations, shall be in such forms, shall be subject to prepayment prior to the stated payment dates thereof, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements, as are set forth in the herein approved Indenture and the herein approved Certificate Purchase Agreement. The final terms of the Certificates shall be specified in the Indenture and the Certificate Purchase Agreement upon the execution thereof, and the signatures of the officers of the City executing the Certificate Purchase Agreement shall constitute conclusive evidence of their approval and the City's approval thereof; provided, however, the Certificates shall be issued in an aggregate principal amount not to exceed $2,100,000, shall bear interest at various rates not to exceed a true interest cost of 4.10%, shall have a final maturity not later than 2034, shall have a weighted average maturity of not less than 10 years and not more than 13 years, shall be subject to optional redemption by the City no later than 2020, and shall be sold to the Purchaser with an underwriter's discount of not more than 1.00% (exclusive of any original issue discount) of the principal amount of the Bonds.

**Section 2. Authorization of Documents.** The City is hereby authorized to enter into the following documents (the "City Documents"), in substantially the forms on file in the records of the City, with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof:

(a) Ground Lease between the City and the Trustee.

(b) Lease between the Trustee and the City.

(c) Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), between the City and UMB Bank, N.A., as Dissemination Agent.

(d) Certificate Purchase Agreement (the "Purchase Agreement"), between the City and the Purchaser.

(e) Indenture of Trust (the "Indenture") between the City and the Trustee.

(f) Tax Compliance Agreement between the City and the Trustee.

**Section 3. Execution of Documents.** The City is hereby authorized to enter into and the Mayor is hereby authorized and directed to execute and deliver, on behalf of the City, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**Section 4. Preliminary Official Statement and Official Statement.** The City Council hereby ratifies and approves the Preliminary Official Statement related to the Certificates, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the Official Statement as so supplemented, amended and completed. The City Council consents to the use and public distribution by the Purchaser of the final Official Statement in connection with the offering for sale of the Certificates.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Certificates sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 5. Further Authority.** The officers, agents and employees of the City, including the Mayor, (Interim) City Manager, Director of Finance and City Clerk, are authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the City Documents and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed

which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 6. Severability**. The sections, paragraphs, sentences, clauses and phrases of this Ordinance shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of the Ordinance are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City Council has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

# SOURCES AND USES OF FUNDS

City of Joplin, Missouri
Tax-Exempt Certificates of Participation
(Joe Becker Stadium Renovations)
Series 2014 - Preliminary - City Pays $2,160,000

| | |
|---|---|
| Dated Date | 08/26/2014 |
| Delivery Date | 08/26/2014 |

| Sources: | |
|---|---|
| Bond Proceeds: | |
| Par Amount | 2,015,000.00 |
| Premium | 44,147.70 |
| | 2,059,147.70 |
| Other Sources of Funds: | |
| City Cash Contribution | 2,000,000.00 |
| | 4,059,147.70 |

| Uses: | |
|---|---|
| Project Fund Deposits: | |
| Project Fund - Paid by City | 2,000,000.00 |
| Project Fund - Paid by Bond | 2,000,000.00 |
| | 4,000,000.00 |
| Cost of Issuance: | |
| Bond Counsel | 25,000.00 |
| Rating Agency Fee | 9,000.00 |
| Title Work | 3,000.00 |
| Trustee/Paying Agent | 1,000.00 |
| CUSIP | 600.00 |
| | 38,600.00 |
| Underwriter's Discount: | |
| Other Underwriter's Discount | 20,150.00 |
| Other Uses of Funds: | |
| Additional Proceeds | 397.70 |
| | 4,059,147.70 |

## BOND DEBT SERVICE

City of Joplin, Missouri
Tax-Exempt Certificates of Participation
(Joe Becker Stadium Renovations)
Series 2014 - Preliminary - City Pays $2,160,000

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|---|---|---|---|---|---|
| 03/01/2015 | | | 36,588.89 | 36,588.89 | |
| 09/01/2015 | 75,000 | 2.000% | 35,600.00 | 110,600.00 | 147,188.89 |
| 03/01/2016 | | | 34,850.00 | 34,850.00 | |
| 09/01/2016 | 75,000 | 2.000% | 34,850.00 | 109,850.00 | 144,700.00 |
| 03/01/2017 | | | 34,100.00 | 34,100.00 | |
| 09/01/2017 | 80,000 | 2.000% | 34,100.00 | 114,100.00 | 148,200.00 |
| 03/01/2018 | | | 33,300.00 | 33,300.00 | |
| 09/01/2018 | 80,000 | 3.000% | 33,300.00 | 113,300.00 | 146,600.00 |
| 03/01/2019 | | | 32,100.00 | 32,100.00 | |
| 09/01/2019 | 80,000 | 3.000% | 32,100.00 | 112,100.00 | 144,200.00 |
| 03/01/2020 | | | 30,900.00 | 30,900.00 | |
| 09/01/2020 | 85,000 | 3.000% | 30,900.00 | 115,900.00 | 146,800.00 |
| 03/01/2021 | | | 29,625.00 | 29,625.00 | |
| 09/01/2021 | 85,000 | 3.000% | 29,625.00 | 114,625.00 | 144,250.00 |
| 03/01/2022 | | | 28,350.00 | 28,350.00 | |
| 09/01/2022 | 90,000 | 3.000% | 28,350.00 | 118,350.00 | 146,700.00 |
| 03/01/2023 | | | 27,000.00 | 27,000.00 | |
| 09/01/2023 | 90,000 | 3.500% | 27,000.00 | 117,000.00 | 144,000.00 |
| 03/01/2024 | | | 25,425.00 | 25,425.00 | |
| 09/01/2024 | 95,000 | 3.500% | 25,425.00 | 120,425.00 | 145,850.00 |
| 03/01/2025 | | | 23,762.50 | 23,762.50 | |
| 09/01/2025 | 100,000 | 3.500% | 23,762.50 | 123,762.50 | 147,525.00 |
| 03/01/2026 | | | 22,012.50 | 22,012.50 | |
| 09/01/2026 | 100,000 | 3.500% | 22,012.50 | 122,012.50 | 144,025.00 |
| 03/01/2027 | | | 20,262.50 | 20,262.50 | |
| 09/01/2027 | 105,000 | 4.000% | 20,262.50 | 125,262.50 | 145,525.00 |
| 03/01/2028 | | | 18,162.50 | 18,162.50 | |
| 09/01/2028 | 110,000 | 4.000% | 18,162.50 | 128,162.50 | 146,325.00 |
| 03/01/2029 | | | 15,962.50 | 15,962.50 | |
| 09/01/2029 | 115,000 | 4.000% | 15,962.50 | 130,962.50 | 146,925.00 |
| 03/01/2030 | | | 13,662.50 | 13,662.50 | |
| 09/01/2030 | 120,000 | 4.000% | 13,662.50 | 133,662.50 | 147,325.00 |
| 03/01/2031 | | | 11,262.50 | 11,262.50 | |
| 09/01/2031 | 125,000 | 4.250% | 11,262.50 | 136,262.50 | 147,525.00 |
| 03/01/2032 | | | 8,606.25 | 8,606.25 | |
| 09/01/2032 | 130,000 | 4.250% | 8,606.25 | 138,606.25 | 147,212.50 |
| 03/01/2033 | | | 5,843.75 | 5,843.75 | |
| 09/01/2033 | 135,000 | 4.250% | 5,843.75 | 140,843.75 | 146,687.50 |
| 03/01/2034 | | | 2,975.00 | 2,975.00 | |
| 09/01/2034 | 140,000 | 4.250% | 2,975.00 | 142,975.00 | 145,950.00 |
| | 2,015,000 | | 908,513.89 | 2,923,513.89 | 2,923,513.89 |

BOND DEBT SERVICE

City of Joplin, Missouri
Tax-Exempt Certificates of Participation
(Joe Becker Stadium Renovations)
Series 2014 - Preliminary - City Pays $2,160,000

| Period Ending | Principal | Coupon | Interest | Debt Service |
|---|---|---|---|---|
| 09/01/2015 | 75,000 | 2.000% | 72,188.89 | 147,188.89 |
| 09/01/2016 | 75,000 | 2.000% | 69,700.00 | 144,700.00 |
| 09/01/2017 | 80,000 | 2.000% | 68,200.00 | 148,200.00 |
| 09/01/2018 | 80,000 | 3.000% | 66,600.00 | 146,600.00 |
| 09/01/2019 | 80,000 | 3.000% | 64,200.00 | 144,200.00 |
| 09/01/2020 | 85,000 | 3.000% | 61,800.00 | 146,800.00 |
| 09/01/2021 | 85,000 | 3.000% | 59,250.00 | 144,250.00 |
| 09/01/2022 | 90,000 | 3.000% | 56,700.00 | 146,700.00 |
| 09/01/2023 | 90,000 | 3.500% | 54,000.00 | 144,000.00 |
| 09/01/2024 | 95,000 | 3.500% | 50,850.00 | 145,850.00 |
| 09/01/2025 | 100,000 | 3.500% | 47,525.00 | 147,525.00 |
| 09/01/2026 | 100,000 | 3.500% | 44,025.00 | 144,025.00 |
| 09/01/2027 | 105,000 | 4.000% | 40,525.00 | 145,525.00 |
| 09/01/2028 | 110,000 | 4.000% | 36,325.00 | 146,325.00 |
| 09/01/2029 | 115,000 | 4.000% | 31,925.00 | 146,925.00 |
| 09/01/2030 | 120,000 | 4.000% | 27,325.00 | 147,325.00 |
| 09/01/2031 | 125,000 | 4.250% | 22,525.00 | 147,525.00 |
| 09/01/2032 | 130,000 | 4.250% | 17,212.50 | 147,212.50 |
| 09/01/2033 | 135,000 | 4.250% | 11,687.50 | 146,687.50 |
| 09/01/2034 | 140,000 | 4.250% | 5,950.00 | 145,950.00 |
| | 2,015,000 | | 908,513.89 | 2,923,513.89 |

## BOND SUMMARY STATISTICS

City of Joplin, Missouri
Tax-Exempt Certificates of Participation
(Joe Becker Stadium Renovations)
Series 2014 - Preliminary - City Pays $2,160,000

| | |
|---|---|
| Dated Date | 08/26/2014 |
| Delivery Date | 08/26/2014 |
| Last Maturity | 09/01/2034 |
| Arbitrage Yield | 3.184304% |
| True Interest Cost (TIC) | 3.699631% |
| Net Interest Cost (NIC) | 3.767428% |
| All-In TIC | 3.911677% |
| Average Coupon | 3.869641% |
| Average Life (years) | 11.652 |
| Weighted Average Maturity (years) | 11.602 |
| Duration of Issue (years) | 9.219 |
| Par Amount | 2,015,000.00 |
| Bond Proceeds | 2,059,147.70 |
| Total Interest | 908,513.89 |
| Net Interest | 884,516.19 |
| Bond Years from Dated Date | 23,477,986.11 |
| Bond Years from Delivery Date | 23,477,986.11 |
| Total Debt Service | 2,923,513.89 |
| Maximum Annual Debt Service | 148,200.00 |
| Average Annual Debt Service | 146,074.25 |
| Underwriter's Fees (per $1000) | |
| Average Takedown | |
| Other Fee | 10.000000 |
| Total Underwriter's Discount | 10.000000 |
| Bid Price | 101.190953 |

| Bond Component | Par Value | Price | Average Coupon | Average Life | PV of 1 bp change |
|---|---|---|---|---|---|
| Serial Bonds | 475,000.00 | 104.362 | 2.725% | 3.582 | 160.90 |
| Term Bond | 175,000.00 | 102.484 | 3.000% | 7.528 | 82.25 |
| Term Bond #2 | 385,000.00 | 101.193 | 3.500% | 10.559 | 177.10 |
| Term Bond #3 | 450,000.00 | 101.360 | 4.000% | 14.569 | 202.50 |
| Term Bond #4 | 530,000.00 | 101.579 | 4.250% | 18.561 | 243.80 |
| | 2,015,000.00 | | | 11.652 | 866.55 |

## BOND PRICING

### City of Joplin, Missouri
### Tax-Exempt Certificates of Participation
### (Joe Becker Stadium Renovations)
### Series 2014 - Preliminary - City Pays $2,160,000

| Bond Component | Maturity Date | Amount | Rate | Yield | Price | Yield to Maturity | Call Date | Call Price | Premium (-Discount) | Principal Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| Serial Bonds: | | | | | | | | | | |
| | 09/01/2015 | 75,000 | 2.000% | 0.400% | 101.617 | | | | 1,212.75 | 76,212.75 |
| | 09/01/2016 | 75,000 | 2.000% | 0.550% | 102.900 | | | | 2,175.00 | 77,175.00 |
| | 09/01/2017 | 80,000 | 2.000% | 0.900% | 103.263 | | | | 2,610.40 | 82,610.40 |
| | 09/01/2018 | 80,000 | 3.000% | 1.300% | 106.627 | | | | 5,301.60 | 85,301.60 |
| | 09/01/2019 | 80,000 | 3.000% | 1.650% | 106.470 | | | | 5,176.00 | 85,176.00 |
| | 09/01/2020 | 85,000 | 3.000% | 1.950% | 104.992 C | 2.112% | 09/01/2019 | 100.000 | 4,243.20 | 89,243.20 |
| | | 475,000 | | | | | | | 20,718.95 | 495,718.95 |
| Term Bond: | | | | | | | | | | |
| | 09/01/2021 | 85,000 | 3.000% | 2.470% | 102.484 C | 2.654% | 09/01/2019 | 100.000 | 2,111.40 | 87,111.40 |
| | 09/01/2022 | 90,000 | 3.000% | 2.470% | 102.484 C | 2.654% | 09/01/2019 | 100.000 | 2,235.60 | 92,235.60 |
| | | 175,000 | | | | | | | 4,347.00 | 179,347.00 |
| Term Bond #2: | | | | | | | | | | |
| | 09/01/2023 | 90,000 | 3.500% | 3.240% | 101.193 C | 3.378% | 09/01/2019 | 100.000 | 1,073.70 | 91,073.70 |
| | 09/01/2024 | 95,000 | 3.500% | 3.240% | 101.193 C | 3.378% | 09/01/2019 | 100.000 | 1,133.35 | 96,133.35 |
| | 09/01/2025 | 100,000 | 3.500% | 3.240% | 101.193 C | 3.378% | 09/01/2019 | 100.000 | 1,193.00 | 101,193.00 |
| | 09/01/2026 | 100,000 | 3.500% | 3.240% | 101.193 C | 3.378% | 09/01/2019 | 100.000 | 1,193.00 | 101,193.00 |
| | | 385,000 | | | | | | | 4,593.05 | 389,593.05 |
| Term Bond #3: | | | | | | | | | | |
| | 09/01/2027 | 105,000 | 4.000% | 3.700% | 101.360 C | 3.885% | 09/01/2019 | 100.000 | 1,428.00 | 106,428.00 |
| | 09/01/2028 | 110,000 | 4.000% | 3.700% | 101.360 C | 3.885% | 09/01/2019 | 100.000 | 1,496.00 | 111,496.00 |
| | 09/01/2029 | 115,000 | 4.000% | 3.700% | 101.360 C | 3.885% | 09/01/2019 | 100.000 | 1,564.00 | 116,564.00 |
| | 09/01/2030 | 120,000 | 4.000% | 3.700% | 101.360 C | 3.885% | 09/01/2019 | 100.000 | 1,632.00 | 121,632.00 |
| | | 450,000 | | | | | | | 6,120.00 | 456,120.00 |
| Term Bond #4: | | | | | | | | | | |
| | 09/01/2031 | 125,000 | 4.250% | 3.900% | 101.579 C | 4.133% | 09/01/2019 | 100.000 | 1,973.75 | 126,973.75 |
| | 09/01/2032 | 130,000 | 4.250% | 3.900% | 101.579 C | 4.133% | 09/01/2019 | 100.000 | 2,052.70 | 132,052.70 |
| | 09/01/2033 | 135,000 | 4.250% | 3.900% | 101.579 C | 4.133% | 09/01/2019 | 100.000 | 2,131.65 | 137,131.65 |
| | 09/01/2034 | 140,000 | 4.250% | 3.900% | 101.579 C | 4.133% | 09/01/2019 | 100.000 | 2,210.60 | 142,210.60 |
| | | 530,000 | | | | | | | 8,368.70 | 538,368.70 |
| | | 2,015,000 | | | | | | | 44,147.70 | 2,059,147.70 |

| | | |
|---|---|---|
| Dated Date | 08/26/2014 | |
| Delivery Date | 08/26/2014 | |
| First Coupon | 03/01/2015 | |
| Par Amount | 2,015,000.00 | |
| Premium | 44,147.70 | |
| Production | 2,059,147.70 | 102.190953% |
| Underwriter's Discount | (20,150.00) | (1.000000%) |
| Purchase Price | 2,038,997.70 | 101.190953% |
| Accrued Interest | | |
| Net Proceeds | 2,038,997.70 | |

# Disclosure

The information provided is herein not intended to be and should not be construed as a recommendation or "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934.Piper Jaffray is providing this information solely in anticipation of acting as a placement agent or underwriter and is not acting as an advisor or fiduciary to the recipient of this information within the meaning of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. As an underwriter or placement agent, the primary role of Piper Jaffray is to purchase securities for resale to investors or arrange for the placement of securities in an arm's-length commercial transaction between you and Piper Jaffray. Piper Jaffray has financial and other interests that differ from your interests. Issuers and obligors should consult with their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

City of Joplin — City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JULY 7, 2014**

**ITEM: COUNCIL BILL NO. 2014-510**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill with Hope Valley Redevelopment Plan and Term Sheet**

| | |
|---|---|
| **Department Head: Leslie Haase** LH | **Date:** 6-30-14 |
| **City Attorney: Peter Edwards** PE | **Date:** 7/1/14 |
| **City Manager: Sam Anselm** | **Date:** 7/1/14 |
| **Assistant PW Director: Troy Bolander** T. B. | **Date:** 7-1-14 |

**INTRODUCTION:**
This Council Bill designates the developer for Project I of the Hope Valley TIF District and approves the execution of a Redevelopment Agreement within six months consistent with certain terms.

**DISCUSSION:**
Developer Kevin Steele brought forward a proposed TIF (tax increment financing) plan several months ago. This is the Hope Valley TIF generally located to the south of I-44 and to the west of Rangeline Road. On May 15th, staff presented the analysis of the proposed Hope Valley TIF, which has been updated and is included as exhibit C for your review. Additionally, the City hired Springsted, Inc. to perform and present the "But-For" analysis. Following the presentations, the TIF commission approved the TIF Plan unanimously. The Hope Valley TIF is a "pay-as-you-go" TIF. This means the City will not issue any debt and the developer will pay for the development up front. Then, as the TIF generates revenue from the incremental increase in sales tax and property tax, the developer will be reimbursed from these proceeds.

Following approval by the TIF Commission, the next step is normally for the City to have a financial review performed and develop the Redevelopment Agreement. The financial review helps to ensure the developer has the financial capacity to complete the development. The Redevelopment Agreement is the piece of legislation that would actually form the TIF.

However, in discussions with the developer, he indicated their intended plan to develop this TIF is different from our two existing pay-as-you-go TIFs. The developer has a contract to buy the property for the TIF. The plan is for the developer to work to obtain buyers for pad sites. The developer will then actually buy the property and sell the pad sites to the buyers (retailers, restaurants, etc.). As the developer enters into these agreements, the financial information will be available for review. Springsted will then perform the financial review and the City will finalize the Redevelopment Agreement.

As a result of this type of development design, this ordinance does not activate the TIF. Thus, there will be no revenue redirected from any taxing jurisdiction at this time. Approval of the ordinance designates the developer for the Hope Valley TIF and indicates that if the terms are met, Council will approve the Redevelopment Agreement within six months of its passage. Additionally, this action allows the developer to continue to work on identifying buyers for the pad sites.

**RECOMMENDATION:**

City Staff recommends this Council Bill be approved on first reading.

COUNCIL BILL NO. 2014-510 ORDINANCE NO.

AN ORDINANCE approving the Hope Valley Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, and designating Hope Valley Development Group, Inc., as the developer of Redevelopment Project I.

WHEREAS, the Hope Valley Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted by Hope Valley Development Group, Inc. (the "Developer") requesting that the City of Joplin (the "City") establish a tax increment financing district on approximately 152 acres of property within the City generally bordered by Range Line Road, 44th Street, a line located approximately 1,320 feet east of Connecticut Avenue, and Interstate 44 as specified in Exhibit A of the Redevelopment Plan (the "Redevelopment Area") pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865, RSMo 2000, as amended (the "Act"); and

WHEREAS, the Redevelopment Plan provides for the redevelopment of the Redevelopment Area in three (3) projects designated as Redevelopment Projects I, II, and III; and

WHEREAS, pursuant to the Act, the Joplin Tax Increment Financing Commission (the "Commission") notified the affected taxing jurisdictions of their right to designate representatives to serve as members of the Commission for the purpose of conducting a public hearing and making recommendations with respect to the Redevelopment Plan to the City Council of the City of Joplin, Missouri (the "City Council); and

WHEREAS, the Joplin School District designated two representatives, Newton County designated two representatives, and the other affected taxing jurisdictions designated a representative to serve as members of the Commission; and

WHEREAS, notice of a public hearing on April 28, 2014, before the Commission to discuss the proposed Redevelopment Plan and the Redevelopment Projects included therein, was provided in accordance with the provisions of the Act; and

WHEREAS, the public hearing was opened by the Commission on April 28, 2014, and continued to May 15, 2014; and

WHEREAS, notice of amendments to the proposed Redevelopment Plan was provided to the taxing jurisdictions on May 6, 2014; and

WHEREAS, on May 15, 2014, the continued public hearing was opened and all interested parties were provided with an opportunity to present evidence and hear testimony regarding the proposed Redevelopment Plan and Redevelopment Projects and, on said date, the Commission having heard and considered the objections, protests, comments, and other evidence adduced at the

public hearing, closed the public hearing and voted to adopt resolutions recommending to the City Council that 1) the Redevelopment Area described in the TIF Plan be designated as a blighted area; 2) specific statutory findings be made regarding the TIF Plan; 3) the TIF Plan and Redevelopment Project I included therein be approved; and 4) Hope Valley Development Group, Inc., be designated as the developer for Redevelopment Project I; and

WHEREAS, on July 7, 2014, the City Council considered the Redevelopment Plan and the recommendations of the Commission to approve the Redevelopment Plan and Redevelopment Project I included therein, the designation of the Redevelopment Area, and the designation of Developer as the developer for Redevelopment Project I; and

WHEREAS, the City Council having considered the evidence and testimony submitted at the Commission public hearing and the recommendations of the Commission, desires to approve the Redevelopment Plan, designate the Redevelopment Area, and designate Developer as the developer for Redevelopment Project I.

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

Section 1. That the Redevelopment Plan, dated May 5, 2014, a copy of which is attached hereto as Exhibit A, is hereby approved and adopted.

Section 2. That the tracts of land legally described in Exhibit A to the Redevelopment Plan are hereby designated as a Redevelopment Area.

Section 3. That the City Council hereby finds that:

1) The Redevelopment Area on the whole is a blighted area as defined in the Act and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing pursuant to the Redevelopment Plan, and such fact is acknowledged on behalf of the Developer in an affidavit included in Exhibit D to the Redevelopment Plan. The areas selected for the Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements. The following factors, as further outlined in the Blight Analysis included in Exhibit B of the Redevelopment Plan, are found to exist within the

Redevelopment Area:

a. Unsanitary and unsafe conditions;

b. Defective or inadequate street layout;

c. Improper subdivision or obsolete platting;

d. Economic liability; and

e. Menace to the public health, safety, morals or welfare.

2) The Redevelopment Plan conforms to the *Joplin Moving Forward: Comprehensive Plan 2012* of the City of Joplin, the comprehensive plan for the City as a whole.

3) The completion of the Redevelopment Projects included in the Redevelopment Plan and retirement of obligations incurred to finance redevelopment project costs associated with the Redevelopment Projects will occur no later than twenty-three (23) years from the adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area. The completion of all projects included in the Redevelopment Plan and retirement of any obligations incurred to finance redevelopment project costs will occur no later than thirty-three (33) years from the adoption of the ordinance approving the Redevelopment Plan. No property for a project will be acquired by eminent domain later than five (5) years from the adoption of the ordinance approving the Redevelopment Project.

4) The Redevelopment Plan includes a plan for relocation assistance for businesses and residences located in the Redevelopment Area.

5) A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act. The analysis shows the impact on the economy if the Redevelopment Projects are not built, and are built pursuant to the Redevelopment Plan. The cost-benefit analysis includes a fiscal impact study on every affected political subdivision, and sufficient information for the City Council to evaluate whether the

Redevelopment Plan as proposed is financially feasible.

6) The Redevelopment Plan does not include the initial development or development of any gambling establishment.

Section 4. That Developer is hereby designated as developer of Redevelopment Project I.

Section 5. That the designation of the Developer as the developer of Redevelopment Project I and any reimbursement to the Developer of tax increment financing revenues for reimbursable project expenses is conditioned upon the execution of a Redevelopment Agreement between the City and Developer no later than six (6) months from the date of this ordinance, said Redevelopment Agreement to be approved by the City Council by ordinance upon terms and conditions as agreed upon by the parties to carry out the goals and objectives of the Redevelopment Plan that are consistent with the Term Sheet attached hereto as Exhibit B.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval by the Mayor and City Council.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

**EXHIBIT "B"**

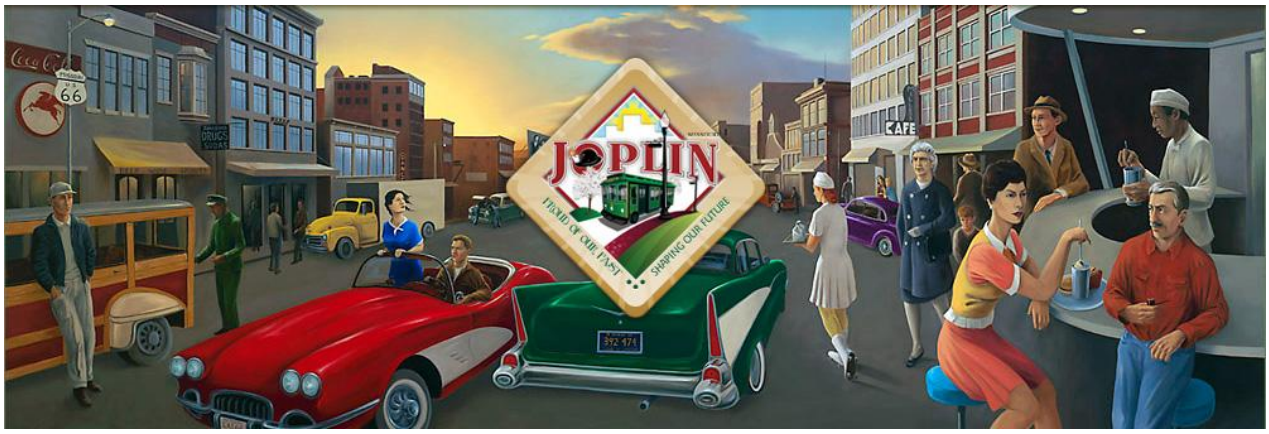
**TERM SHEET**

**HOPE VALLEY TIF REDEVELOPMENT AGREEMENT**

The terms and conditions in the Redevelopment Agreement shall be consistent with the approved TIF Plan and shall include, but not be limited to, provisions addressing the following issues:

- City review of the Developer's financial capacity to complete portions of the Redevelopment Project following the signing of pad site sale contracts.
- City Council approval requirements for assignment of TIF reimbursements and development obligations by the Developer to any third party.
- City Council approval requirements for sale or transfer of property in the Redevelopment Area other than for end-user pad site sales.
- Performance requirements requiring development to occur in accordance with a specific schedule.
- Public participation provisions regarding the City proportionally sharing in proceeds in excess of an agreed upon rate of return.
- Tenant approval requirements and prohibitions on certain tenants.
- Formation by the Developer of a Community Improvement District and imposition of a one cent sales tax within the District.
- Calculation of Reimbursable Project Cost payment whereby the Developer and the taxing entities share in savings if actual costs are less than anticipated in the project budget adopted in the TIF Plan.

# Joplin, Missouri




# HOPE VALLEY
# REDEVELOPMENT PLAN
# &
# TAX INCREMENT FINANCE DISTRICT

***REVISED VERSION REMOVING PROPERTY***
***SUBMITTED TO TIF COMMISSION***

***May 5, 2014***

***PREPARED BY***

***GROSS & ASSOCIATES***
***8270 WEST FARM ROAD 160***
***REPUBLIC, MISSOURI 65738***
***417/425-9460***

Gross & Associates

8270 West Farm Road 160 ♦ Republic, MO 65738
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Darrell Gross –Office/ Cell – 417-425-9460
FAX 888-790-1288

May 5, 2014

Leslie Haase
Finance Director-City of Joplin
602 South Main
Joplin, MO 64801

**RE: Revised Hope Valley Redevelopment Plan**

Dear Mrs. Haase,

As the coordinator of the Joplin TIF Commission, and Finance Director for the City of Joplin, I am providing you with a revised copy of the Hope Valley Redevelopment /TIF Plan. Please forward copies to the TIF Commission. As you know, some possible territorial issues arose concerning a parcel, or perhaps two parcels of land, that we had proposed to be included within the Plan, which part, or all of the parcel or parcels, could be within the Village of Leawood. While we had researched, the boundaries in our preparation of the Plan with the records of Newton County, some questions have arisen that may bring questions as to the records. While we believe it would be in the best interest of all parties that the Redevelopment Area remains the same, we also believe it is best to modify the boundaries to remove any property, which could have boundary questions and delay the consideration of the Project.

The attached plan has removed Parcel #2.001 that is an estimated 7.15-acre parcel that was located within Redevelopment Project Area II, and all of Redevelopment Project Area IV, contained parcel #5.000, which was an estimated 40.8 acres. The two parcels combined have reduced the Redevelopment Area by 47.95 acres. While this is a significant amount of property, it does not materially change the Plan. At this time the Developer, Hope Valley Development, LLC, was not planning to activate RPA-II. It was part of the phase two plan by the Developer. RPA-IV was an area, which the Developer did not plan to redevelop, be we did believe the area would benefit from any redevelopment of the Area, and thus should be included in the plan. You will find all maps and references to the removal of these properties are within the Plan.

While we are removing a significant amount of property from the Redevelopment Area, the removal will have no impact on the project cost or project revenue used in the original Plan. The only change in the prior numbers provided in the Plan worksheets is the projection of tax revenue that will be collected by the districts collecting property tax as illustrated in Exhibit G-6-a and Exhibit G-6-b. Within those spreadsheets, the revenue collected by the taxing districts from property within the Redevelopment Area that was not activated was illustrated. In the revised Exhibits G-6-a and G-6-b the

assessed value of RPA-II has been reduced by $2,910, and RPA-IV has been removed, which had an assessed value of $17,870. The net result is the total assessed value of the property removed was $20,780. This reduction in assessed value will decrease the current taxes collected by the taxing districts collecting property tax by an estimated $9,237.33, which is being reported in the two referenced Exhibits. While this reduces the amount being reported collected by the districts, it does not mean the districts will not collect the taxes, we just will not be accounting for them within the Redevelopment/TIF Plan, since the property will be outside the Redevelopment/TIF Area. The revenue used in the projections to repay Reimbursable Project Cost was derived solely from RPA-I, since no changes to RPA-I the revenue to repay the cost remain the same.

We had reported in the original Redevelopment/TIF Plan that the Developer had agreed to make some voluntary concessions and not collect certain revenue, and or reduce certain cost. The prior concessions included the following items: (1) Allowing the baseline of RPA-II, if activated prior to 2017 to include the value of the structures, which were currently being abated, allowing an estimated $4 million to flow through to the taxing districts over the term of the TIF; (2) Developer proposed to not charge a development fee on reimbursable project cost, saving the taxing districts an estimated $3 million of reimbursable project cost over the term of the TIF; and the Developer had agreed to allow any assessed value attributed to residential property to be considered a surplus and allow the taxing districts to collect those funds.

As an additional concession, the Developer has agreed to allow any tax revenue that is derived from a voter approve property tax levy to be a surplus and be paid to the taxing districts. Other that the removal of the two parcels of property and the added concession of the property tax levy increase, the Revised Plan has not changed. Cost and Revenue are the same. If you, or any member of the TIF Commission have a question please feel free to call me. We look forward to the May 15th public hearing to discuss the project in detail with the TIF Commission, and the public.

Respectfully,

*Darrell Gross*

Darrell Gross

CC: Hope Valley Development, LLC, Joplin TIF Commission

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# ***SUMMARY OF REDEVELOPMENT PLAN***

Following is a summary of a Tax Increment Financing Redevelopment Plan (the "Plan") prepared for the Tax Increment Financing Commission of the City of Joplin and the City of Joplin, Missouri for the Redevelopment Area to be known as the "Hope Valley Redevelopment Area. The Plan calls for the implementation of Tax Increment Financing in four separate Redevelopment Project Areas that may, or may not be, activated in order to cause the redevelopment of the Redevelopment Area. Please refer to the text of the Plan for details. This summary is intended to provide the reader a general overview of the Plan.

**GENERAL LOCATION OF THE REDEVELOPMENT AREA:** The Hope Valley Redevelopment Area is an estimated 152 of property located at the southwest corner of the intersection of I-44 and Rangeline; lying west of Rangeline, south of I-44, north of 44th Street and east of Connecticut Avenue,, except the west 1,320 feet, which is known as "Silver Creek"; (the "Redevelopment Area") and within three distinct Redevelopment Project Areas, (the "Project Areas") within Newton County and the territorial limits of the City of Joplin, Missouri (the "City"). Only real property located within the city limits of the Municipality may be included in any redevelopment plan approved by that Municipality. The Redevelopment Area consists of three separate Project Areas, as described below ***(See Exhibit A for map and legal descriptions of Redevelopment Area)***

**HOW WILL THE HOPE VALLEY REDEVELOPMENT/TIF PLAN WORK?:** Under the "Real Property Tax Increment Allocation Redevelopment Act" (Sections 99.800 through 99.865 of the Missouri Revised Statutes) a city of county may designate an area within its boundaries as a "Redevelopment Area", which will allow the city or county to capture the new "tax increments' from within the Area to be used to fund certain redevelopment cost. It is proposed under the Hope Valley Redevelopment Plan that 100% of the increase in property taxes, resulting from any increase in real property assessed value, will be captured, and 50% of the increase in local sales taxes to be used to fund Reimbursable Project Cost, incurred to correct the adverse conditions, which currently hinder the Area from development. All taxing districts will continue to receive the tax revenue they now receive resulting from their property tax levy from the currently assessed value of real property within the Redevelopment Area, if they collect property taxes, and the taxing districts will receive 100% of all new personal property taxes collected from within the Redevelopment Area. If a district collects sales taxes, the district will continue to receive the amount they received the prior year the plan goes into effect, plus 50% of any increase in sales taxes within the Redevelopment Area. The Redevelopment Area can only capture the tax increments for a period needed to pay back the redevelopment cost, or 23 years, whichever come first. All redevelopment cost will be funded by the private developer, with no indebtedness incurred by any taxing district. All of the financial risk will be taken by the Developer. No taxing district will lose tax revenue under the Plan. The Plan calls for the development and redevelopment of the Redevelopment Area through three specific Project Areas, which inclusively make up the entire Redevelopment Area. Some Project Areas do not have specific projects, nor will require redevelopment under the Redevelopment Plan, but may in the future, which, if they do, will further the development and redevelopment of the Redevelopment Area. It is determined that all Project Areas will benefit from the improvements made under the Redevelopment Plan. Tax Increment Financing will only occur in Project Areas, which will be "activated" according to the Plan. Activation will occur only after public hearings conducted by the TIF Commission, recommendations by the Commission to the City Council, and approval by the City Council evidenced by Ordinance. Any Project Area, which is not activated, will not be subject to tax increment financing. It is proposed that a "special taxing district, know as a "Community Improvement District" will be formed, which would include parts of the Redevelopment Area.

The district, if approved, will impose a 1% sales tax, which 50% will be captured by the TIF, and the remaining 50% will be dedicated to pay redevelopment cost, thus reducing the burden on other taxing districts.

The Area is planned, by the Developer, to be a destination retail/hospitality area, which will attract national retailers, restaurants, recreation activities, and hotels. Part of the Area will be developed containing some neighborhood retail, office space, and possibly some residential lofts. In order to develop the Area, all of the current streams and drainage areas must be mitigated in order to comply with Corp of Engineers and Department of Natural Resources (DNR) requirements. The area to be mitigated is an estimated 24 acres of the total estimated 127 acres that are proposed to be acquired by the Developer for redevelopment and development. It is proposed that the estimated 24-acre mitigated areas will be developed into an "urban wetlands conservation/wildlife/recreation area" as well as a "research park" for the study and development of renewable energy. The mitigated area will have walking trails, certain wildlife, water features and educational features. By preserving and developing the mitigated area as a research and conservation area, the publically dedicated park will be preserved for wildlife, conserve natural resources, provide a recreational area for the community and provided needed storm water control for areas beyond the Redevelopment Area. It is proposed that participation and ownership of these lands will be held publically by the City of Joplin with leases or use permits with the local School District, Colleges, Universities, or other public or not-for-profit agencies for educational and preservation purposes. The area within the mitigated area will be dedicated to renewable energy sources, such as solar, wind, and geothermal where possible. It is anticipated that a significant amount of tax credits and grants will be available to assist with the cost of the research and conservation park. Any funding received via Federal and State programs will be used to reduce the Reimbursable Project Cost of the development, thus reducing the burden of the development on local taxing districts. Under the terms of the Plan, the Developer will provide all funds needed to redevelop the Area. The Developer will only be reimbursed for Reimbursable Project Cost as, and if, tax increments are generated by the Area. The Developer proposes to undertake Project Area I with the approval of this Plan, and will commence marketing the development of Project Area II, with the intention and commitment to seek an amendment to this Plan to add Project Area II as soon as sufficient commitment for the property within Project Area II can be obtained, which will make the project viable. In order to develop Project Area II, Project Area I must be developed first. ***(See Article V for Details)***

**WHO IS THE DEVELOPER?** The Developer, if selected by the City/TIF Commission, will be Hope Valley Development Group, Inc, which is a Missouri corporation. The company has, and will have multiple owners with an interest in the company, but Kevin Steele, a realtor and developer with vast experience in real estate development, will manage the company. Hope Valley Development Group, Inc., will enter into a Development Agreement with the City/TIF Commission for the implementation of the redevelopment of Project Area I, and if an amendment is sought and approve an agreement for the development of Project Area II. Hope Valley Development Group, Inc., will acquire, or control, the estimated 127 acres owned by the Kanan & Joseph family, which currently own the property, for the purpose of redeveloping Project Area I & II. All property owned by the Kanan and Joseph family will be acquired within the Redevelopment Area. All land owned by the Kanan & Joseph family is undeveloped, except an estimated 7.08 acres, which contains the Silver Creek Galleria Shopping Center. Within Project Area I an estimated 53 acres of Kanan & Joseph property will be developed. The remainder will be developed in Project Area II, assuming an amendment is sought and obtained under the Plan.

**WHAT TAXING DISTRICTS WILL BE AFFECTED THAT COLLECTS PROPERTY TAXES?** The City of Joplin, Newton County, the Joplin School District, Joplin Special Road District, Newton County Fair, Newton County Health Department, and the Newton County Mental Health Board, all of which impose a

property tax levy currently. Any district, whether now formed or formed during the term of the TIF, which impose a property tax levy, the tax increment generated by the TIF will be captured. ***(See Exhibit E for the current tax levy for each taxing district)***

**WHAT TAXING DISTRICTS WILL BE AFFECTED THAT COLLECTS SALES TAXES?** The City of Joplin and Newton County currently impose a sales tax within the Redevelopment Area. Any sales tax levy imposed by any taxing district now in place, or created in the future, will be captured within the Redevelopment Area. ***(See Exhibit E for the current tax levy for each taxing district)***

**REASON AND JUSTIFICATION FOR TAX INCREMENT FINANCING:** Within the Redevelopment Area, there currently exist thirteen (13) different businesses, which are currently operational, and one residential property, which constitute an estimated 25 acres of the Redevelopment Area. The properties consist of the Silver Creek Galleria; a shopping center, with five operating businesses; two motels, the Microtel and the Marriot; a furniture store, the Furniture Row; two restaurants, the Cracker Barrel and Fazoli's; an office building used by the Social Security Administration, a "call center" used by AT&T, and a non-profit organization using the building as a Head Start operation. No residential structures are located within the Redevelopment Area. The remaining 127 acres is undeveloped. The Area, over the past twenty plus years, has failed to develop as anticipated and hoped by the City and existing developer/owner (Kanan & Joseph families), due to the challenges and blighted conditions of the site. Due to the inability and cost of extending needed streets and public services within the Area, caused by limitations to the Area resulting from the existence of multiple streams, wetlands, and drainage areas, the Area has failed to develop and will continue to not develop until the adverse conditions are corrected. Because of these limitations, the development of the Area has been limited to the current businesses within the Area. The failure of the Area to further develop is due to the adverse conditions, which forced the existing developer/owners to the develop and sell sites for land uses that are not considered the Highest and Best Use of the property, such as the AT&T call Center, Social Security Building, and the Head Start. While these are quality and needed services for the community, they could exist outside a retail area, and should the Area continue to develop with properties that are not the "Highest and Best Use", will cause the appeal for the Area as a retail area to decline, and could cause existing retail businesses to leave the Area. The estimated cost of developing the undeveloped areas is estimated to take $300,000 to $400,000 per acre to remove the current adverse, or Blighted Conditions, and make the needed public improvements, not counting land cost. Of the estimated 127 acres to be purchased and redeveloped, the Developer will be losing an estimated 38 acres to the mitigated wetlands area and other right of way, thus leaving less land to develop and sell. With the needed investment to cure the "Blighted Conditions" combined with the land acquisition cost, financing cost, and other related marketing cost, the net land cost of the developable acres would limit, or prevent, any profit to the Developer. Failure to eliminate the "Blighted Conditions" of the Area will cause the loss of development and the potential Tax Base of the Redevelopment Area, which will only increase to public improvements cost and services of the Local Taxing Districts of the Area. ***(See Article IV for details)***

**HISTORY OF THE REDEVELOPMENT AREA:** The Silver Creek development started in the 1991 with the purchase of an estimated 175 acres by the current landowners, the Kanan Family and the Joseph family. No formal development plan was ever developed for the development of the property. A small portion of the land, only 13.49 acres was developed as retail/hospitality. The last retail establishment developed was in 2003, and then only with concessions from the current developer/owner concerning storm water issues. No further retail development has occurred in the area. The failure of the area to develop as a destination retail/hospitality development was the lack of developable land. Destination retail/hospitality areas require a significant amount of property for development in order to develop the needed space for larger retailers and larger clusters of retail

to create the area as a shopping/hospitality destination. The limitation of the site, caused by the "Blighted Conditions", prevented the extensive development needed to be successful. After 2003, suitable sites for retail development was mostly consumed, thus the developer/owner was forced to market and sell the remaining developable property to users that did not compliment, or add to, the area as a retail/hospitality destination. From 2004 through 2007, three parcels were sold for office and non-profit functions with one of the parcels, the AT&T Building, only being sold with significant public funding for infrastructure, and ten-year tax abatement. The owner/developer sold an estimated 13.58 acres for non-retail uses. Of the remaining estimated 127 acres, owned by the current developer/owner within the proposed Redevelopment Area, less than ***seven*** acres are deemed marketable and developable, and only then with significant investment to control storm water and needed public improvements.

While the devastating Tornado of 2011 caused much havoc and devastation to the City of Joplin, it did stimulate certain economic development within the City of Joplin, such as the relocation and expansion of the Mercy Hospital. Mercy Hospital elected to relocate and expand their facility to the southeast corner of I-44 and Main Street, which will cause a significant change in the traffic patterns and the development patterns in the area. Mercy is expanding the size of their facility in the new location, upgrading and expanding medical services in a state-of-the-art facility and campus. They anticipate an estimated 1,500 employees at the location. The increased traffic will cause not only traffic increase on Main Street and at the I-44 interchange, but also will cause traffic to increase on 44th Street, which connects to the site from Rangeline from the east, and on Connecticut Avenue, which connects to 44th Street north to 32nd Street. The Redevelopment Area lies within the area of 44th Street, Rangeline, and Connecticut. Connecticut Avenue and 44th Street already has significant traffic from the Leawood residential areas using the streets to connect to shopping and services in Joplin. Both 44th Street and Connecticut will require upgrades to be functional and safe in order to handle the anticipated increase in traffic, resulting from the Mercy Hospital relocation. The City of Joplin has plans to upgrade both 44th Street and Connecticut Avenue. With such a significant development as a major health facility, new development will be driven to locate new office and retail in the area to capitalize on the new consumer and traffic patterns. A prime example was the development of the Springfield "Medical Mile". Cox Hospital developed their new Cox South hospital at the James River Freeway and National Avenue several years ago. This investment stimulated what is known as the "Medical Mile". The development of the "Medical Mile" in Springfield attracted significant retail and professional office development in that area. Failure to capitalize upon the Mercy investment and aid in the development of the Area by eliminating the "Blighted Conditions" to maximize the opportunity to develop sustainable commercial development and build the Tax Base for the Taxing Districts would be an opportunity lost for all Taxing Districts.

**WILL ALL OF THE PROPERTY WITHIN THE REDEVELOPMENT AREA BE PURCHASED AND REDEVELOPED AND WILL ANYONE BE FORCED TO RELOCATE OR SELL THEIR PROPERTY?** **No**. The Developer proposes to purchase only the property now owned by the current owner/developer of the Silver Creek Development, (Kanan & Joseph families) that is within the Redevelopment Ares, under a performance purchase contract. This consists of an estimated 119 acres of vacant land and the Galleria Shopping Center, which together consist of an estimated 126 acres. No plans, or proposals, exist to purchase any of the other properties. The redevelopment of the 126 acres will aid in the economic growth of the remaining property owners and businesses. The Developer may purchase other property as the demand occurs, but no property owner will be forced to sell, develop, or redevelop their property. The Developer may redevelop the Shopping Center in Project II, which if they do, the current business would possibly need to relocate, but only at the expiration of their current leases. ***( See Article V for details)***

**SPECIAL CONCESSIONS AND RULES ADDED TO PLAN:** The Act defines the minimum conditions that a Redevelopment Area must have. Because a TIF is a locally developed, designed, and approved, the Plan can have additional conditions and rules applied, so long as they do not conflict with State Statutes. Following are a list of additional conditions and rules that this Plan imposes.

- **RESIDENTIAL DEVELOPMENT:** The Plan calls for a any real property, including any portion of a parcel, within the Redevelopment Area that is classified as residential after redevelopment by the Developer, or any other developer, the PILOTs derived from the assessed value shall be declared a surplus by the City and such funds shall be refunded from the Special Allocation Fund back to the County Collector for distribution to the taxing districts based on each district's pro-rata shall of such taxes, based on their respective levy for that year. **(See Article V, Section E, Sub-Section 3 of the Plan for details.)**
- **VOTER INCREASE IN PROPERTY TAX LEVIES:** The Plan calls for any increase in PILOTs that would be derived from the increase in local property tax levies that are approved by the voters after the adoption of the Plan to be declared a surplus by the City and such funds shall be refunded from the Special Allocation Fund back to the County Collector for distribution to the Taxing District, or Districts, which increased their levy as a result of the election held. The revenue derived from any voter approved tax levy shall be declared a surplus for each year such funds are collected during the term of the TIF. **(See Article V, Section E, Sub-Section 3 of the Plan for details.)**
- **(DEVELOPMENT STANDARDS:** The Developer will rezone the Project Area or Areas as a "Planned Unit Development" (PUD), subject to approval by the City. The development standards will be imposed on all real property within the PUD on any new development or redevelopment of the property. The PUD standards will impose design standards for all buildings and improvements. **(See Article V, Section E, Sub-Section 7 of the Plan for details)**
- **PROJECT AREA III ASSESSED VALUE BASELINE:** Project Area III consists only of the AT&T building and 9.24 acres, of which all is fully developed as a "call center". The development was constructed in 2007. The property is located within the Joplin Enhanced Enterprise Zone, which allowed the real property only to be assessed for tax purposes for ten-years. In 2017, the assessed value of the building and improvements will be added to the assessed value of the property, which the business will then commence paying full property taxes. The incentive was granted in order to stimulate the investment in 2007. The Act would allow the assessed value to be frozen using the current assessed value if Project Area III was activated prior to 2017 and the tax increment of the new building value in 2017 could be captured by the TIF. This plan calls for the value of the building added in 2017 to be added to any baseline of Project Area III, if, and when, it may be activated. The reasoning for such allowance was that none of the redevelopment efforts under this Plan would have contributed to the value of the existing building. This concession is estimated to generate an additional $180,000 in new property taxes to the Taxing Districts, which will not be subject to capture by the TIF. (**See Article V, Section D, Sub-Section 3 of the Plan for details)**
- **USE OF FEDERAL & STATE CREDITS AND GRANTS TO REDUCE REIMBURSABLE COST:** While the capture of tax credits and grants by a developer is no required to be captured under the Act, this Plan specifically requires the Developer to reduce the Reimbursable Project Cost by the amount of any grant funds or value of tax credits from the Reimbursable Project Cost. The Developer will provide the City/TIF Commission with an annual accounting of any funds; credits or deductions received. This will reduce the burden of cost of the Reimbursable Project Cost to the taxing districts. **(See Article V, Section E of the Plan for details)**
- **TIF COMMISSION ANNUAL MEETING TO REVIEW PROGRESS:** The Act requires an annual meeting of the TIF Commission, however, under this Plan; the TIF Commission will be given the additional responsibility of reviewing the progress Redevelopment Area each year. **(See Article VII, Section F of the Plan for details)**

- **PAY AS YOU GO:** The Act allows the City to issue TIF Bonds, or other forms of indebtedness of the Redevelopment Area and provide the funds to the Developer to fund Reimbursable Project Cost. This Plan does not require the issuance of any debt by the City, but rather provides for the Developer to be reimbursed on a "pay as you go" basis. The Developer will be required to obtain third party financing for Reimbursable Cost, and only be reimbursed for such cost as funds are collected, or if collected, in accordance with the Plan in the Special Allocation Fund. The Developer will be accepting all financial risk and will be obligated to provide all funds for the development, including the Reimbursable Project Cost. **(See Article VI, Section A Subsection 3 of the Plan for details)**
- **NO DEVELOPMENT FEES:** The Act allows a developer to charge a development fee as a Reimbursable Project Cost for the management and implementation of the Plan. The Developer or developers, under this Plan will not be entitled to a development fee. They may only charge actual cost incurred in their implementation of the Plan and managing the Projects. **(See Article V Section E, Subsection 2 for details)**

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# ARTICLE I
# DEFINITIONS

## Definitions of Certain Terms and Words

**"Accrued"** means the addition of cost as such occurs, whether or not funds are available for paying such cost or not.

**"Act"** means Sections 99.800 through 99.865 of the Revised Statutes of Missouri, as amended, which defines the "Real Property Tax Increment Allocation Redevelopment Act"

**"Architectural or Engineering (A1E) Services"** means consultation, investigations, reports or services for design type projects within the scope of the practice of architecture or professional engineering as defined by the laws of the State of Missouri.

**"Activated Area"** means any area within the Redevelopment Area, which the City has "activated" Tax Increment Financing in the area by means of an Ordinance specifying that Tax Increments from the area will be captured to fund redevelopment cost in accordance with the Plan.

**"Area"** means the Redevelopment Area of the City, which is composed of a Blighted Area, a Conservation Area or an Economic Development Area, containing one or more projects in the Area that the City intends to develop by means of the adoption of this Plan.

**"As Collected"** means the Tax Increment Funds received by the Municipal Director of Finance within the Special Allocation Fund in accordance with the Plan.

**"Assessed Value"** means the taxable value of real property as established by the County Assessor in accordance with Chapter 137 of the Missouri Revised Statutes.

**"Baseline"** means the amount of either assessed value, for PILOTs, **"**as defined herein shall mean any payment of "PILOT's" derived from the increase in assessed value above the "baseline" as established by the Plan to all or any taxing district collecting real property taxes, which the Plan has established to receive or as required by the Act, or the total amount of EATS collected by any local taxing district in the year prior to the adoption of the Plan, and certified by the Municipal Director of Finance.

**"Blighted Area"** means an area which, by reason of the predominance of defective or inadequate street layout, unsanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use.

**"Blighted Conditions"** means the conditions of the Area, which have been determined by the Plan as meeting the conditions of Blight as defined by the Act.

**"City"** means the City of Joplin, Missouri, a Council-Manager form of government as authorized by the City Charter and political subdivision of the State of Missouri, and its successors and assigns.

**"City/TIF Commission"** means either the combined actions, or duties, of the City and the TIF Commission, and or their independent action, needed for combined actions under the terms of the Plan.

**"City Code"** means the adopted and approved ordinances of the City, which governs the development of real property within the City.

**"City Council"** means the duly elected City Council of the City of Joplin.

**"City Engineer"** means the person appointed by the Municipality to perform the services of reviewing all Reimbursable Project Cost of the Projects, either as an employee, or an outside contractor.

**"Conservation Area"** means any improved area within the boundaries of a redevelopment project area located within the territorial limits of a municipality in which 50% or more of the structures in the Area have an age of 35 years or more. Such an area is not yet a Blighted Area, but is detrimental to the public health, safety, morals, or welfare and may become a Blighted Area because of anyone or more of the following factors:

dilapidation, obsolescence, deterioration, illegal use of individual structures, presence of structures below minimum code standards, abandonment, excessive vacancies, overcrowding of structures and community facilities, lack of ventilation, light or sanitary facilities, inadequate utilities, excessive land coverage, deleterious land use or layout, depreciation of physical maintenance, and lack of community planning.

**"Construction"** means anyone or more of the following: preliminary planning to determine the feasibility of the Project, engineering, architectural, legal, fiscal or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures or other extension of the Project, or the inspection or supervision of any of the foregoing items. Construction also includes remedial actions in response to requirements of the City.

**"Cost Benefit Analysis"** means the specific calculation of projected revenue to all Taxing Districts within a Redevelopment Area, with the adoption of the Redevelopment Plan, and a calculation of the revenue within the adoption of the Plan, as required by the Act.

**"Community Improvement District"** means a political subdivision as authorized under Sections 67.1401 through 67.1571 of the Missouri Revised Statues, as amended.

**"Cooperative Funding Agreement"** means an agreement entered into by two or more political subdivisions for the purpose of funding or financing improvements or services.

**"County"** means Newton County, Missouri.

**"County Assessor"** means the duly elected or appointed Assessor of Newton County.

**"County Collector"** means the duly elected or appointed Collector of Revenue of Newton County.

**"Designated Occupants"** means handicapped Displaced Occupants and those Displaced Occupants who are 65 years of age or older at the time of the notice to vacate or who have an income less than the average median income for the metropolitan area as certified annually by the Director of City Development based upon the standards established by the Department of Housing and Community Development.

**"Developer"** means the persons or entities responding to the Request for Proposals sent by the TIF Commission, who is selected by the City/TIF Commission to implement this Plan.

**"Redevelopment"** means the conversion of real property into a viable industrial, commercial, or residential use from its current state.

**"Development Agreement"** means a written contract between the Developer and the City/TIF Commission that specifies the duties of all parties as it relates to the terms of the Plan.

**"Displaced Business"** means any business moved from real estate within the Area as a result of the acquisition of such property by the Developer, its assigns or transferee; as a result of written notice to vacate such property; or in connection with the demolition, alteration or repair of said real estate occurring after the approval of this Plan by the City Commission of the City.

**"Displaced Occupant"** means any occupant who moves from real estate within the Area as a result of the acquisition of such property by the Developer, its assigns or transferee; as a result of written notice of such entities to vacate such property; or in connection with the demolition, alteration or repair of said property occurring after approval of this Plan by the City Commission of the City.

**"Easements"** means the dedication of real estate for public purposes that will allow the construction of public services, or access for such, and the limited use of such property for private purposes.

**"Economic Activity Taxes" or "EAT's"** means fifty percent (50%) of the total additional revenue from taxes which are imposed by the City or other Taxing Districts, which are generated by economic activities within the Area over the amount of such taxes generated by economic activities within the Area in the calendar year prior to adoption of this Plan, but excluding special tourism related taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, or fees. EAT's are required under the Act to be allocated to and paid to the Director of Finance of the City by the collecting Taxing Districts, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

**"Economic Development"** means the act of encouraging the development of an area with the objective to increase the employment and tax revenue of the area for the benefit of the general public and the Taxing Districts of the area.

**"Economic Development Area"** means any area or portion of an area located within the territorial limits of the City, which does not meet the definitions of a Blighted Area or a Conservation Area and in which the City Commission of the City finds that redevelopment is in the public interest because it will:

(a) Discourage commerce, industry or manufacturing from moving their operations to another state; or

(b) Result in increased employment in the City; or

(c) Result in preservation or enhancement of the tax base of the City.

**"Emergency Services Districts"** means any duly formed political subdivision of the State of Missouri that are empowered to provide emergency services and collect tax revenue for providing the same as defined in Chapter 190 (Ambulance Districts) and Chapter 321 (Fire Districts) of the Missouri Revised Statues.

**"Eminent Domain"** means the acquisition of property by legal action of a political subdivision for public purposes whereby the property owner is unwilling to sell or agree to a negotiated price.

**"Highest & Best Use"** means the utilization of real property for its maximum ability for the generation of revenue, both income to the owner, and the taxation to the Taxing Districts.

**"Local Taxing Districts"** means all political subdivisions or districts, which are empowered to collect and or receive tax revenue within the Redevelopment Area, as defined in the Plan.

**"Municipal Director of Finance"** means the designated Director of Finance of the Municipality, or the duly assigned person by the Municipality to receive funds on behalf of the Municipality.

**"Municipality"** means a city, village, or incorporated town, or any county of the State of Missouri.

**"Non-Reimbursable Project Cost"** means that portion of any project cost, as defined in the Plan, that have not been approved as Reimbursable Project Cost, or ineligible, for which funds from the Special Allocation Fund may not be used to pay for, or reimburse any part for such cost.

**"Obligations"** means bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness, or obligations, issued or contracted by the Municipality to carry out a redevelopment project or to fund outstanding obligations.

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

**"Other Taxing Districts"** means those Taxing Districts, which currently impose specific tax levies, either property tax or sales tax, now or in the future, and any future taxing district created in the future and collect taxes from such levies within the Redevelopment Area, overlapping the Taxing District of the City, specifically, Newton County, the Joplin School District, the Joplin Special Road District, the Newton County Fair, the Newton County Health Department, and the Newton County Mental Health Board.

**"Pay As You Go"** means the payment of Special Allocation Funds for any obligation to pay Project Cost as funds are collected, and if they are collected.

**"Payment in Lieu of Taxes" ("PILOTs")** means those estimated revenues resulting from real property in the development project area, which, according to the Redevelopment Project or Plan are to be used for a Redevelopment Project Cost and taxing districts would have received had a Municipality not adopted Tax Increment Allocation Financing, which would result from levies made after the time of adoption of Tax Increment Allocation Financing during the time the current equalized value of real property in the Project Area exceeds the total initial equalized value of real property in such Area until the designation is terminated pursuant to subsection 2 of Section 99.850 of the Act. PILOTs which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived, the lien of which may be foreclosed in the same manner as a special assessment lien as provided in Section 88.861 R.S.Mo.

**"Plan"** means the Redevelopment Plan adopted by the City.

**"Projects"** Means any improvement projects constructed by the City, or on behave of the City, in

furtherance of the objectives of this Plan.

**"Project Areas"** means any area designated by the Municipality in respect to which the Municipality has made a finding that there exist conditions which cause the area to be classified as a Blighted Area and Economic Development Area, a Conservation Area or a combination thereof. Such Project Areas are a subcomponent of the overall Redevelopment Area.

**"Project Costs"** means the sum total of all reasonable or necessary costs incurred, or estimated to be incurred, any such costs incidental to this Plan and the Project. Such costs include, but are not limited to the following:

(a) cost of studies, surveys, plans and specifications;

(b) professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial planning or special services;

(c) property assembly costs, including, but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

(d) cost of rehabilitation, reconstruction, or repair or remodeling of existing buildings and fixtures;

(e) cost of construction of public works or improvements;

(f) financing costs, including, but not limited to, all necessary and incidental expenses related to the issuance of Obligations, which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of any Project for which such Obligations are issued and for not more than 18 months thereafter, and including reasonable reserves related thereto;

(g) all or a portion of a taxing district's capital cost resulting from the Projects necessarily incurred or to be incurred in furtherance of the objectives of this Plan and Project, to the extent the municipality by written agreement accepts and approves such costs; and

(h) relocation costs to the extent that a Municipality determines that relocation costs shall be paid or are required to be paid by federal or state law; and

**"Qualified Interest Rate"** means the interest rate for which a developer may be reimbursed for the cost of financing Reimbursable Project Cost by the City. The rate shall be no more than the rate charged the Developer by a State or Federal chartered financial institution as evidenced by the Developer to the City each year during the term of the Development Agreement, but in no instance will the rate exceed ten (10) percent per annum.

**"Redevelop of Redevelopment"** means the act of developing real property either by changing its current use or upgrading and improving its current condition.

**"Relocation Assistance Plan"** means the approved procedures and policies as defined in the Plan that provides the conditions and terms that any Designated Occupants within a Redevelopment Area shall receive notices and assistance in accordance with any Displaced Business or Displaced Occupants conditions and terms as set form in the Plan in accordance with the Act.

**"Reimbursable Project Costs"** means those costs that are approved by the City as being eligible, reasonable, necessary and allocable to this Plan; permitted by the appropriate cost principles, and approved by the City in this Plan.

**"Right-Of-Way"** means real property that has been set aside by means of recorded legal descriptions for public use as a means of transportation and access that will prohibit the construction of an obstruction to the use of the same.

**"Special Allocation Fund"** means a designated fund required to be established by the Act, by a municipality upon the implementation of Tax Increment Financing, and the adoption of the Plan. The municipality must deposit all funds received under the terms of the Plan into two separate

accounts, which together constitute the Special Allocation Fund. PILOTs and EATs are to be deposited into segregated accounts so as to provide separate accounting for each form of tax increment.

**"Special Taxing District"** shall mean any taxing district created for the purpose of collecting taxes to fund public improvement or provide any public services, as allowed by Missouri State Statutes.

**"State"** means the State of Missouri.

**"Surplus"** within the definition of funds within the Special Allocation funds, this shall mean any funds which have not been committed or pledged to the repayment of any obligations to the Developer, and any defined revenue received into the Special Allocation Fund, but has been defined as a Surplus within the approved TIF Plan.

**"Tax Base"** means the taxable value of property, and/or the taxable sales for which a Taxing District, or group of Districts, rely upon for the generation of tax revenue for the services they provide.

**"TIF Bonds"** means a specific issuance of an obligation by a Municipality to pay Project Cost, which has a specific payment schedule, or terms, to repay such debt from the Special Allocation Funds defined within the obligation.

**"TIF Commission"** means the tax increment finance commission of the City established in accordance with the Act, and its successors in interest.

**"Taxing Districts"** means any political subdivision of this State having the power to levy taxes, now formed and collecting taxes or any future political subdivision formed and collecting taxes.

**"Taxing Districts' Capital Costs**" means those costs of Taxing Districts for capital improvements that are found by the municipal governing bodies to be necessary and to directly result from the Projects.

**"Tax Increment"** means the amount of tax revenue generated within a Redevelopment Area by the adoption of Tax Increment Financing above the Baseline, as established by the Plan.

**"Tax Increment Financing"** means the implementation of the authority granted a Municipality under the terms of the Act as evidenced by the Redevelopment Plan, and done so by Ordinance of the Municipality.

**"Vacant Real Estate"** means any parcel or combination of parcels of real property without industrial, commercial or residential buildings, which has not been used for commercial or agricultural purposes within five years prior to the designation of the Area.

# ARTICLE II
## TAX INCREMENT FINANCING - BACKGROUND AND EXPLANATION

**A. Background.** The "Act", known as the "Real Property Tax Increment Allocation Redevelopment Act", which was first adopted by the Missouri Legislature in 1982, makes Tax Increment Financing ("TIF") available to assist municipalities in encouraging redevelopment projects which will remove conditions of "Blight" within a specific area, defined as a "Blighted Area", curb the decline of an area which has a declining tax base, defined as a "Conservation Area", or assist in the development of an area so as to assist in the economic development of that area, defined as an "Economic Development Area". The purpose and intent of the Act are aimed at enabling the value of real property within a redevelopment area to increase so as to achieve the maximum valuation for such real estate, and increase the sales tax revenue of an area so as to enhance and increase the tax base of the Area for all taxing districts. Tax Increment Financing creates a cooperative vehicle of all taxing districts to assist in the financing of redevelopment cost, which will benefit from the increase in tax revenue from the redevelopment area. The Act sets certain conditions and limitations on areas and the capture of tax increments within a redevelopment area. The Act specifies that the Plan shall be the governing document as it relates to the limitations and policies of the redevelopment of the area and the capture of tax increments. The Plan must adhere to all specific legal requirements under the Act; however, the Plan is a locally created document and thus may incorporate any variations of the Act and other conditions and requirements that are acceptable and needed, so long as the Plan complies with the Act. In order for an area to be eligible for the use of TIF, the area must pass what is known as a "but for" test, which means that unless, and without the use and implementation of TIF, the area is not likely to develop or be redeveloped. Tax Increment Financing is a widely used vehicle all over the State of Missouri, and the United States as a means to stimulate development in areas, which without TIF would likely not develop.

In order to implement TIF, the Municipality must create a TIF Commission, which under the Act, as it applies to this Plan, must include six (6) members appointed by the City of Joplin, two (2) members appointed by the Newton County Commission, two (2) members appointed by the Joplin School District, and one (1) member appointed by the remaining taxing districts affected by the Plan, which are the Joplin Special Road District, the Newton County Fair, the Newton County Health Department, and the Newton County Mental Health Board. Proposals must be sought by the Municipality/ TIF Commission from private developers who are willing to develop the area in accordance with the redevelopment plan. The TIF Commission, after the required public hearing, to hear all public comments concerning the Plan, will make its recommendations to the City Council. After the required 14-day waiting period, the City Council may consider approval of the **"**Plan**",** and any modification or changes, if any. Any approval of the Plan or implementation of TIF within any part of the redevelopment area must be done by Ordinance of the Municipality. It is not required to implement TIF within the entire redevelopment area. In areas within the redevelopment area which is not activated, or TIF implemented, no tax increments will be captured until, and if, the area is activated by Ordinance of the municipality, and then only after the required amendment and additional public hearings by the TIF Commission.

**B. Tax Increments That Can Be Captured:** Under the Act, when tax increment financing is adopted, the assessed value of real estate in the Area will be frozen by Ordinance of the City of any specific Project Area, for purposes of taxation at the current assessed valuation, which becomes the baseline for the purposes of applying tax increment financing. The owners of the property continue to pay taxes at this base level. As real property within the Redevelopment Area or specific Project Areas within the Redevelopment Area is improved, and the assessed value increases, the increase in property taxes resulting from the increment of increase in assessed

value above the baseline becomes the increment for the purposes of the application of tax increment financing under the Act. Under the Act, the Municipality may capture one hundred (100%) percent of the increase in the real property taxes generated from the incremental increase in assessed value within the Redevelopment Area or Project Areas within the Redevelopment Area, for the purposes of tax increment financing, except the taxes generated from the State tax levy, and the County Sur-Charge, which is the replacement for the assessment and taxation for inventories of businesses. The Municipality will capture all other increments generated from all other local taxing districts property tax levy. Once collected by the Municipality, the increments captured from emergency service districts as defined in Chapter 190 (Ambulance Districts) and Chapter 321 (Fire Districts) shall be entitled to a fifty (50%) percent reimbursement from the special allocation fund. These increments are referred to as payments in lieu of taxes (the "PILOTS"). By applying the tax levy rate of the taxing districts within the Redevelopment Area to the incremental increase in assessed value, a tax increment is produced. The PILOT's, when paid by the owner of the property, are transferred by the County Collector to the Municipal Director of Finance and deposited into a separate fund established and maintained in the treasury of the municipality to be known as the PILOTs Special Allocation Fund. All, or a portion of this money, is available for using to pay the redevelopment costs, or repay the redevelopment cost, of the Redevelopment Project Areas, which have been approved.

In addition to the PILOT's, the Municipality, subject to constitutional and statutory requirements, on an as collected basis, but subject to annual appropriation may collect 50% of the increase in local sales taxes within the Redevelopment Area, known as "economic activity taxes" (EAT's), above the amount of sales tax collected by the taxing districts the year prior to the approval of the Plan. Such EATs can be used to pay the costs of redevelopment, or to repay such costs of redevelopment. The Municipal Director of Finance of the City is required to deposit such EAT's, when collected, into the separate EATs Special Allocation Fund (the "Special Allocation Fund"). In accordance with the plan, fifty percent (50%) of all EAT's collected by all political subdivisions which collect a local sales tax within the Redevelopment Area shall be paid to the Municipal Director of Finance during the term of the Plan.

Any surplus funds within the Special Allocation Fund/Funds not required to pay development cost, repay development cost, or administration cost for the TIF annually shall be declared surplus and paid to the taxing district that levy them, in accordance with the Act.

The Act provides for the capture of other tax increments and forms of revenue for certain municipalities and certain redevelopment areas; however, the increments described above are the only eligible tax increments for the Area proposed under this Plan.

The capture of new tax increments will apply to all current tax levies (both property tax levies and sales tax levies), except sales tax imposed on sleeping rooms from any special hotel-motel-tourism tax, which is imposed by any taxing districts within the Redevelopment Area, any increase, or decrease in levies, any new levy, and any new taxing district that may be created and levies imposed during the term of the TIF.

**C. Financing:** The Act permits a Municipality to issue "bonds' or other forms of indebtedness, which will allow for the borrowing of funds for funding the eligible project cost. The Act limits the indebtedness to be repaid only from the new tax increments. A Municipality may also repay eligible cost on a "pay-as-you-go basis, which means eligible project cost will only be paid if, and when, new tax increments are collected by the Municipality. Under a "pay-as-you-go" plan, the private developer will be required to provide ALL funds needed to make the needed improvements in the redevelopment area and be repaid for eligible reimbursable

project cost as, and if, new tax increments are collected. Under this Plan, it is proposed that the City **will not** issue any tax increment bonds, or other forms of indebtedness, to fund the redevelopment cost, rather the Developer will be reimbursed their eligible and approved reimbursable project cost as funds are collected and available from the special allocation funds**.** The City will pay the Developer interest equal to any borrowing cost the Developer has incurred, as defined in the definitions section Article I of the Plan as the "Qualified Interest Rate".

**D. Term, Amendments, Reporting, and Administration:** The Act limits the term of any TIF to be no more than 23 years from the date of the Ordinance implementing TIF. If all eligible reimbursable project cost has been paid prior to the 23 years, the Municipality must adopt an Ordinance terminating the TIF. The Municipality may approve additional projects within the redevelopment area within ten (10) years of the date of the adoption of the plan. The 23-year limitation will apply beginning with the Ordinance approving the new project. No new project may be approved after ten (10) years of the date of adoption of the original redevelopment area and plan. During the term of the TIF, amendments may be made which will modify the project and project cost, provided such amendment does not exceed the 23-year rule, and all public hearings are conducted and such amendments are approved by an Ordinance of the City. All considerations to adopt the plan or any amendments to the plan must be reviewed and public hearings conducted by the TIF Commission, followed by recommendations by the TIF Commission to the City Council concerning the Plan and amendments. It the TIF Commission does not recommend approval of the Plan or any amendments to the Plan; the City Council must approve the plan with no less than a 2/3rds vote. The City and the TIF Commission must file annual reports with the Missouri Department of Revenue, which reports the status of the projects, tax increments captured and expenditures. The Special Allocation Fund will be audited as part of the annual audit of the City. The TIF Commission must meet annually and make the required reports in accordance with the Act. Every five-years after the approval date of the plan, the City, must hold a public hearing and provide a report to the public on the status of the redevelopment plan. The City is obligated to provide the reporting, and administrative duties pertaining to the TIF, which they may charge actual cost of administration to the TIF, and be reimbursed from the Special Allocation Fund. . The City will have the responsibility of appropriating, budgeting, and managing all funds within the Special Allocation Fund. The municipality may have any additional meetings and reports as they deem necessary

## ARTICLE III
## THE REDEVELOPMENT AREA AND THE PROJECT AREAS

**A. GENERAL LOCATION OF THE REDEVELOPMENT AREA:** The Redevelopment Area is an estimated 152 acres of property located at the southwest corner of the intersection of I-44 and Rangeline lying west of Rangeline, south of I-44, north of 44th Street and east of Connecticut Avenue, except the west 1,320 feet, which is known as "Silver Creek"; (the "Redevelopment Area") and within four distinct project areas, (the "Project Areas") within Newton County and the territorial limits of the City of Joplin, Missouri (the "City"). Only real property located within the city limits of the Municipality may be included in any redevelopment plan approved by that Municipality. The Redevelopment Area consists of three separate Project Areas, as described below. **(See Exhibit A for Map & Legal Description of Redevelopment Areas)**

**B. LOCATION OF THE PROJECT AREAS, AND PROJECTS, WITHIN THE REDEVELOPMENT AREA:** Following is a general description of the four Project Areas that are within the Redevelopment Area. **(See Exhibit A-1 for Map & Legal Descriptions of all parcels)**

**1. Project Area I – Location Identity: Estimated 59 Acres Lying West of Rangeline** Project Area I contains an estimated fifty nine (59) acres of what is currently known as part of the Silver Creek development,

containing most of the existing businesses and development along Richard Joseph Boulevard from I-44 north to 44th Street south and Rangeline on the east, which all of the developed property is estimated to total 13.5 acres, while the undeveloped or vacant portion contains an estimated 45.5 acres The Area contains all of the businesses within the Silver Creek development, except the, the Galleria Shopping Center, the AT&T building, and the Head Start building. This Project Area is the first phase of the development plans by the Developer. The Developer wishes to focus on marketing and developing the Area in phases, for the development of Project Area II may change or alter as a result of the development of Project Area I. ***(This is the only Project Area proposed to activated upon approval of this Plan)***

**2. Project Area II – Location Identity: Estimated 91 Acres Lying West of Project Area 1:** Project Area II lies west of Area 1-Phase One containing an estimated eighty-three and one half (83 1/2) acres. Project Area II- consists of the Head Start building, the Galleria Shopping Center, which together make up an estimated nine and one half (9 ½) acres and an estimated seventy-four (74) acres of vacant or undeveloped property. ***(This Area is proposed to be activated as Phase Two of the Plan, and will required a new public hearing in order to do so at the time it is activated)***

**3. Project Area III-Location Identity: Estimated 9.24 Acre Parcel-AT&T Building:** The parcel is located south of Richard Joseph Boulevard and is known as the AT&T building, which is being used as a "call center". The property is located in the Enhanced Enterprise Zone of the City, which granted a ten year-tax abatement on the improvements. The improvements were constructed in 2007. Under the terms of the Enhanced Enterprise Zone, the real property only is assessed and not the improvements. The business pays property tax on the real property only, until 2017. In 2017, the County Assessor will add the value of the improvements to the assessed value and the business will pay the taxes on the fully assessed value of the property, both land and improvements. This Plan specifically requires that the assessed value of the improvements must be added to the baseline of this Area should it be activated prior to 2017. ***(This Area is not proposed to be redeveloped, however, it could be redeveloped to a higher and better use, which will enhance the Redevelopment Area tax base and contribute to funding the cost of redevelopment)***

## ARTICLE IV
## EXISTING CONDITIONS IN THE REDEVELOPMENT AREA

Project Areas I, II, and III include a variety of different conditions, which allow them to qualify as blighted areas. Among these conditions are:

(i) undeveloped areas which lack infrastructure to accommodate development;

(ii) streets which are not capable of accommodating the projected amount of traffic within the development and which cannot be expanded without public assistance;

(iii) a developed commercial area which by reason of its age and inadequate public facilities and street layout suffers from the lack of growth and development and has commercial activities which are not at the highest and best use of the property and without public assistance is not likely to be redeveloped so as to generate sufficient tax revenue to support public services, which are funded from tax revenues.

(iv) area suffers from land that in its current state is undevelopable due to the terrain, wetlands, and streams within the area, which have not been mitigated.

The City/TIF Commission believes that unless these impediments to development are removed, the Redevelopment Area is not expected to develop to their highest or best use and as a consequence, the Areas will not be able to overcome the Blighted Conditions, which the City/TIF Commission believes is likely to continue

to grow unless the conditions are removed, and the Areas are improved. The immediate need for the removal of the Blighted Conditions is becoming more serious with each month's delay in removing these conditions from the Area. A detailed Blight Study/Analysis has been prepared for the City/TIF Commission for their consideration, review, and approval. A copy of the Blight Study/Analysis is attached as **Exhibit B** to this Plan. Upon approval, recommendation of the TIF Commission, and approval of this Plan by the City Council, the Redevelopment Area as a whole will be considered and declared "Blighted" in accordance with the Act.

## ARTICLE V
## REDEVELOPMENT PLAN & PROJECTS

**A. Project Areas:** The Redevelopment Area has been sub-divided into four Project Areas (I, II, and III) as generally described in Article III of this Plan and described in detail in **Exhibits A and A-1** of this Plan attached hereto and made a part of this Plan. The numbering of the Project Areas is not intended to indicate an intention by the City/TIF Commission to establish that priority, or any priority for any of the projects of the Plan. The Project Areas will only become activated and subject to Tax Increment Financing upon approval of the Project Areas by the City Council by Ordinance, and then only after a public hearing by the TIF Commission and the receipt by the City Council of their recommendations. If the TIF Commission does not recommend the Plan, or any amendments, the City Council must approve the Plan with a 2/3rds vote. Only two of the Project Areas have specific plans, Project Area I and II. The Plan only calls for the approval and activation of Project Area I with the adoption of the Plan. Project Area II is the phase two of the redevelopment of the area, which would only be activated and approved by an amendment to the Plan at such time the Developer is prepared to proceed with that phase. Project Area II is discussed herein for informational purposes, and any discussions and information have not been submitted for approval. No projects are currently planned for Project Area III, but it is anticipated that plans could be developed for this areas in the future. It is not proposed that Project Area III be activated with the approval of this Plan.

**B. Plan Objectives:**

**The general objectives of this Plan are:**

1. To enhance the tax base of the City and the Other Taxing Districts by developing the Area to its highest and best use and encouraging private investment in the surrounding area.
2. To discourage commerce and industry from moving their operations to another state.
3. To increase employment in the City.
4. To eliminate blight and other adverse conditions in the Area and prevent them from spreading.
5. To stimulate rehabilitation and redevelopment of the Area through private investment.
6. To prevent the recurrence of previously identified blighted conditions.

**The specific objectives of this Plan are:**

**1.** To mitigate the wetlands and streams within the Area in such a manner as to control and manage storm water runoff and to provide for a conservation area, green space, and space available to the public for recreational and educational purposes.

**2.** Encourage the development of uses within the area conducive to its highest and best use.

For the purpose of redeveloping the Project Areas, this Plan has been prepared by/for the City/TIF Commission. The TIF Commission shall request proposals from developers for implementation of this Plan, which will construct, or cause to be constructed, projects to be located in the Project Areas, which shall best remove blighted conditions within the Area, as identified in Article IV of this Plan, and advance the tax base of the Area for all taxing districts. The proposals, which in the opinion of the City/TIF Commission, will best implement the intent of this Plan shall be attached to and become part of this Plan and shall receive the recommendation,

modifications, or denials of the TIF Commission and be forward to the City Council for its approval, modification, or denial. This Plan is structured to be undertaken in phases, with each Project Area considered to be a phase, or possible phase. It is proposed that the timing of these phases will depend on anticipated collections of the incremental economic activity taxes (EATs) and payments in lieu of taxes (PILOTs) being produced from within the Redevelopment Area and the development needs of the City or other taxing districts for the projects proposed for construction within that area of the City.

This Plan will be implemented by construction of the Projects, as described in Subsection D below. The TIF Commission may recommend that the Reimbursable Project Costs, as defined herein, be reimbursed on an as-collected basis of EAT's/PILOT's without the issuance of TIF Bonds. The EAT's/PILOT's**,** subject to annual appropriation, generated in the Area will be deposited in separate special allocation funds and will be pledged for the repayment of Reimbursable Project Costs on an as collected basis **.** Each project, which shall have reimbursable project cost, will require a separate Ordinance of the City Council for each project in order to be approved and eligible for reimbursement of the cost.

**C. Hope Valley Research & Conservation Park:** The Developer has proposed the development of an Urban Conservation Area and Research Park within the wetlands and streams within Project Area I and II. The Developer is required to mitigate this area under the Clean Water Act, and could have "bought their way out" of this obligation by buying mitigation credits through a Mitigation Bank, then the Developer could have proceeded with filling in the wetlands and developing much more property. After extensive research and discussions with several environmental companies and leading renewable energy educators, the Developer has chosen to mitigate the area and expand it to be an Urban Conservation area, which will have wildlife habitat within it, vegetation, trees, walking trails, and other recreational experiences for the public to enjoy. In conjunction with the Urban Conservation Area, the Developer proposes to reserve within the Area space for renewable energy technology research and distribution systems. The hope and anticipation are that renewable energy can be developed within the area that can serve the entire development with renewable energy. The plan is to attract private renewable energy companies to invest in the Park and develop and install a commercially viable renewable energy system. This could be the first commercially viable stand-alone system in the Country, which could be a showcase for future commercial developments nationwide. This approach will require more investment than buying the credits, however, the Developer believes the long-term benefit to the Community, environment, employment, and economic development for the region and State will benefit greatly. Any value of credits or grants will be applied by the Developer to reduce the Reimbursable Project Cost. While only Project Area I is proposed to be developed and activated at this time, a significant portion of the Conservation and Research Park will need to be developed in conjunction with Project Area I, even though parts of the Park is within Project Area II. A summary of the plans for the Hope Valley Research & Conservation Park is attached as **Exhibit C** to this Plan.

**D. Projects and Project Areas:** Following is a description of each Project Area and the proposed projects within the Project Areas: **(See Exhibit D for Project Area Development Plans)**

1. **Project Area I:** The specific location of this Project Area is described in Article II of the Plan. The Project Area is an estimated fifty-nine (59) acres. The Area contains an estimated thirteen and one half (13.5) acres, which is currently developed with operating businesses that include the Cracker Barrel, Furniture Row, Fazoli's, Microtel, Marriott, and the Social Security office. The redevelopment/development plan does not require the relocation of these businesses or the redevelopment of the real property; rather it is considered that the development of the remaining forty-five and one half (45.5) acres will enhance the sales tax

collected by these businesses and enhance the property values. The plan for the development/redevelopment of Project Area I include the relocation of the entrance into the Project Area from Rangeline north of its current location and creating a divided parkway. The relocation of the entrance will require the abandonment of 43rd Street within the Area and parts of Richard Joseph Boulevard south of the point the new entrance joins Richard Joseph Boulevard. The divided parkway will be extended westward to a round a bout and turns south to connect with 44 th Street further west. A portion of the extension of the divided parkway will be extended further west to allow for needed development within the Project Area I, and extend the divided parkway north from the round-a-bout sufficient to allow for needed development of the parcels affected, with the intent of connecting to Kanan Avenue to the north in Phase Two, or Project Area II. The Developer will convey to the City of Joplin the additional right-of-way needed for the widening of 44th Street by the City of Joplin from property they own or purchase in Project Area I and Project Area II, and cause the widening of 44th Street from Rangeline West for that part fronting 44th Street. The development of sufficient storm water controls and detention basins will be constructed through the mitigation of the wetlands within the Area as defined in the Hope Valley Research and Conservation Area Plan in Subsection C above. Some mitigation and drainage will need to be developed outside Project Area I, which is within Project Area II, in order to comply with the mitigation plan approved by the Corp of Engineers. Sufficient storm water drainage must be developed before any additional property can be developed. Extensive fill and mitigation must occur on lots 1 through 9 before development of those sites can occur. It is anticipated that an estimated 122,000 square feet of new retail/office space will be developed in Project Area I. The Developer will develop, or cause to develop, lots 1 through 11 of the land use plan as shown in **Exhibit E** in order to generate new tax increments to fund the project cost. It is anticipated that Lots 1 through 5 and 7 through 11 will be developed as stand-alone retail. Lot 6 is anticipated to develop as mixed-use neighborhood retail. Lot 12A may, or may not, develop until Project Area II of the development is activated. The Developer may develop and own the property directly or sell the property to a developer or business, which will develop the sites in accordance with the Redevelopment Plan. The Developer will be required to invest, or cause such investment, of a significant amount of capital in order to redevelop Project Area I in order to fund the cost of eliminating the Blighted Conditions and develop enough new businesses, which will generate sufficient new tax increments to fund such cost. A detailed listing of the total project cost, both of Non Reimbursable Project Cost and Reimbursable Project Cost is attached as **Exhibit E** to this Plan. Funds invested by the Developer, or funds invested by purchasers of the property, for the eligible reimbursable project cost will be reimbursed by the TIF. Non Reimbursable Cost will not be reimbursed by the TIF. It is anticipated that Project Area I will require and estimated six years to reach full build out as shown in **Exhibit G-2.** A projected cash flow has been prepared which shows the TIF revenue for EAT's in **Exhibit G-5,** for PILOT's in **Exhibit G-6**, and a combination of both in **Exhibit-G-7**, all attached to and made a part of this Plan.

2. **Project Area II:** This Project Area is the planned Phase Two of the Redevelopment Plan by the Developer. It contains and estimated eighty-three and one half (83 1/2) acres, which contains the Head Start Building, the Galleria Shopping Center, and an estimated seventy-four (74) acres of vacant land. **Exhibit H** shows the anticipated land use plan for the Area as it is currently known and planned, however, Project Area II will not be activated upon the approval of this Plan. Project Area II calls for the westward extension of the divided parkway from the round a bout in Project Area I to South Richard Joseph Boulevard to a new round-a-bout, and the extension of the divided parkway from the round-a-bout in Project Area I north to the existing Kanan Avenue. The plan also calls for additional right-of-way along 44th Street in order for the City to widen 44th Street within the Area. The Plan also calls for the needed storm water improvements and mitigation of the streams within Project Area II as proposed in the Hope Valley Research and Conservation

Plan in Subsection C above. No detailed Project Cost estimates have been prepared at this time. The development pattern and market demand generated by Project Area I will affect the future development of Project Area II, thus any estimates at this point would likely change in the future. The land use plan for Project Area II is designed to accommodate an estimated 750,000 square feet of new building space within the Project Area. No formal projections of tax increments have been prepared or submitted for this Area at this time. The Project Area is not proposed to be activated at this time. An amendment will be required, which will contain all detail budgets and projections, when the Project Area is requested to be approved and activated. Plans and usages may change as Project Area I is developed.

3. **Project Area III:** This Project Area contains only the AT&T building, which contains a call center operation. The Area is an estimated 9.24 acres that are fully developed, however: the use is not considered to be the highest and best use of the site. The Area has been included in the Redevelopment Area because the improvement to the Redevelopment Area is deemed to increase the value of the property as a possible retail redevelopment site. No plans to redevelop the area exist at this point, nor is it required as part of the Redevelopment Plan, however, the site could be redeveloped as retail, or needed for the future redevelopment of Project Area II. The land within Project Area III is within the Enhanced Enterprise Zone of the City of Joplin, which granted the site tax abatement in 2007 for the value of the improvements for 10-years. Under the abatement, the value of the real property only is assessed and taxed currently. In 2017, the County Assessor will assess the improvements and place them on the tax rolls and the business will commence paying the increased taxes resulting from the increased assessed value. This Plan specifies that if the Area is activated, and Tax Increment Financing is implemented prior to 2017, the value of the improvements will be added to the baseline of the Project Area. The County Assessor will provide an assessed valuation, upon the request of the TIF Commission, if activated prior to 2017, and that value will be added to the real property value at that time and such value will be used as a baseline for Project Area III. If the Area is activated after 2017, the baseline will be the amount as determined by the County Assessor at the time of activation. Any plan to redevelop Project Area III will require an amendment to this plan. The Area can be activated, and Tax Increment Financing imposed due to the benefit the Area will gain from the improvements to the Redevelopment Area as a whole.

**E. Plan Implementation Procedures & Policies:** Following are the procedures that will be followed by the Developer/City in the implementation of the Plan:

**1. Non-Reimbursable Project Costs:** The Developer will provide the funds and pay the costs of the Projects that are identified as Non-Reimbursable Project Costs as identified in **Exhibit E** hereto. The costs of such improvements are considered to be the cost of land acquisition, not including right-of-way value or cost, private building cost, or site cost that is not considered cost related to eliminating Blighted Conditions or installing public improvements within the Area.

**2. Reimbursable Project Costs**. The Developer will provide the funds and pay the Reimbursable Project Costs identified in **Exhibit E**, and the Developer will be reimbursed for such cost on a pay-as-you-go basis, as described in Article VI hereof. The costs of such improvements are estimates; thus, the actual costs of such improvements likely will vary from the costs identified on **Exhibit E**. All Reimbursable Project Cost will be actual and approved by the City/TIF Commission.

**3. Certain PILOT Revenue to be Declared a Surplus Collected Within the Redevelopment Area:** As a special provision of this Plan, any Payment in Lieu of Taxes (PILOT's) derived from the value of any real

property, or any portion of real property, within the Redevelopment Area which is classified residential by the County Assessor after the redevelopment of that parcel shall be declared as surplus. Any Payment in Lieu of Taxes (PILOT's) that are derived from an increase in property tax levies resulting from a voter approved increase after the adoption of the TIF Plan shall be declared as surplus by the City. Any funds received as defined herein shall be declared as surplus any year such funds are collected during the term of the TIF. Such surpluses shall be refunded to all affected taxing districts imposing property taxes in the manner set forth in Section 99.820.1(12) of the TIF Act. The City shall calculate and determine the surplus amount, if any, each year on or before January 31st of each year, and shall provide such information in the annual report to the TIF Commission.

**4. Procedures for Reimbursement to Developer:** When the City reimburses the Developer for any Reimbursable Project Costs, the Developer and the City shall act in accordance with the following procedures:

**a**. Prior to beginning the construction on a Project for which Reimbursable Project Costs are included, the Developer shall submit plans and specifications for such improvement, together with the estimated cost thereof, to the City Engineer and/or such other officials and individuals as the City/TIF Commission shall designate in writing to the Developer**.**

**b.** Plans and specifications for the construction of the Projects shall conform to all the provisions of this Plan, City Code, and the Comprehensive Plan of the City**.**

**c.** The Developer shall certify the category of Reimbursable Project Costs set forth in **Exhibit E** into which such improvements may be classified.

**d.** If the City Engineer, or the designated person by the City/TIF Commission, finds the plans and specifications are appropriate for the intended Reimbursable Project Costs and conform to this Plan**,** the City Code, and the Comprehensive Plan of the City, he/she shall certify such fact to the Developer, and the Developer may proceed with the construction of the Reimbursable Project Costs. The certification shall evidence the Developer's right to reimbursement, subject only to the City Engineer's review, and or the City/TIF Commissions review, of the Reimbursable Project Costs upon completion of their construction to determine that such improvements were, in fact, constructed in accordance with the plans and specifications, and such cost is actual and documented.

**5. Land Acquisition, Disposition and Use.**

a. **Acquisition of Land.** To achieve the redevelopment objectives of this Plan, property, or interests therein, including easements and rights of way, within the Redevelopment Area may be acquired by the Developer, and either:

**(1)** sold or leased for private development or

**(2)** sold, leased, or dedicated for construction of public improvements or facilities. The City may determine that to meet the redevelopment objectives of this Plan, other properties listed within the Redevelopment Area and not scheduled for acquisition may be acquired, or certain property currently listed for acquisition may not be acquired. If a property owner, other than the Developer, elects to have the property, which such property owner owns, redeveloped pursuant to this Plan, the property owner shall submit written evidence of the property owner's election to subject the property to be redeveloped according to this Plan to the City/TIF Commission.

Individual structures may be exempt from acquisition if they are located so as not to interfere with the implementation of the objectives of this Plan or Projects to be implemented pursuant to this Plan and their owner or owners agree to rehabilitate or redevelop their property, if necessary, in accordance with the objective of this Plan. No structures, or currently developed property, are anticipated to be acquired for redevelopment purposes in accordance with this Plan. All properties are included in this Plan because they are anticipated to

benefit from the implementation of this Plan. Not all properties will be acquired by the Developer, or redeveloped, but will benefit from the redevelopment; thus their incremental increase in PILOT**s** and EATs will, or may, be captured to assist in the redevelopment of the Area. This Plan limits the use of eminent domain to the acquisition of rights-of-way and easements, and will not be used for the acquisition of private property.

**b. Assemblage and Disposition of Real Estate.** The Developer shall acquire land pursuant to this Plan in accordance with property listed in **Exhibit E** of this Plan for

**(1)** lease or conveyance to private developers or

**(2)** lease, conveyance or dedications for the construction of public improvements and facilities. The controls on future development may be incorporated in appropriate disposition agreements executed by the Developer and its purchaser, which may contain more specific planning and design controls than those stated in this Pla**n**, but which shall in all respects be consistent with this Plan.

**c. Demolition.** Clearance and demolition activities will, to the greatest extent possible, be timed to coincide with redevelopment activities so that tracts of land do not remain vacant for extended periods of time and so that the adverse effects of clearance activities may be minimized, in order to achieve the redevelopment objectives of this Plan. This Plan, proposed by the City/TIF Commission, does not contain a recommendation of the necessity to move or demolish any existing buildings. Should any existing building be required to be demolished as a result of the Projects' plans and specifications proposed by the Developer, the Developer shall supply a list of any such structures to the City/TIF Commission for approval.

**d. Provision of Public Facilities**. The Developer will agree to dedicate all public right-of-ways or easements for any public improvement, which such is needed, from property owned or acquired by them to the City or other public entities, which have jurisdiction and control over public right-of-way, and easements for public purposes. The Developer may be reimbursed from the PILOTs/EATs, for the value, or cost, of such right-of-way easements, as funds are collected and available. Adequate public facilities and utilities will be assured as Projects are approved to serve the Area.

**6. Relocation Assistance**. In order to achieve the redevelopment objectives of this Plan, it is not anticipated that it will be necessary to acquire any existing business or residence. Thus, it is not anticipated that any relocation benefits will be necessary for the implementation of this Plan. However, should the need for such assistance arise for the relocation of eligible displaced occupants and business in the Area, the City/TIF Commission herein requires that the Developer to follow the following requirements, and provide the assistance as part of the Relocation Assistance Plan:

**a. Eligibility**. The Developer will identify all Displaced Occupants and Displaced Businesses, which are in occupancy at least 90 days prior to the date said Displaced Occupant or said Displaced Business is required by the Developer to vacate, and shall provide a list of such Occupants and Businesses to the City/TIF Commission.

**b. Special Needs of Displaced**. The Developer will identify needs of Displaced Occupants and Displaced Businesses with special consideration given to income, age, size of family, nature of business, availability of suitable replacement facilities, and vacancy rates of affordable facilities.

**c. Referrals to New Quarters**. The Developer will provide Displaced Occupants and Displaced Businesses with a minimum of three suitable referral sites, a minimum of 90 days notice of referral sites for handicapped Displaced Occupants and 60 days notice or referral sites for all Displaced Occupants and Displaced Businesses, prior to the date such Displaced Occupant or Displaced Businesses is required to vacate the premises, and will arrange for the transportation to inspect referral sites to be provided to Designated Occupants.

**d. Payments to Occupants**. All displaced Occupants eligible for payments shall be provided with relocation payments based upon one of the following, at the option of the occupant:

**(1)** A certified lump sum payment of Five Hundred Dollars ($500) to be paid at least 30 days prior to the date the occupant is required to vacate the premises, or

**(2)** Actual reasonable costs of relocation including moving costs, utility deposits, key deposits, storage of personal property up to one month, transfer fees, and other initial re-housing deposits.

**e. Handicapped Occupants**. In addition to the payments provided herein, an additional relocation payment shall be provided to handicapped Displaced Occupants, which shall equal the amount, if any, necessary to adapt a replacement dwelling to substantially conform to the accessibility and usability of such occupant's prior residence, but such amount not to exceed Four Hundred Dollars ($400).

**f. Payments to Displaced Businesses**. All Displaced Businesses eligible for payments hereunder shall be provided with relocation payments based upon the following, at the option of the business:

**(1)** A specified lump sum payment of Five Hundred Dollars ($500) to be paid at least 30 days prior to the date the business is required to vacate the premises; or

**(2)** Actual costs of moving including costs for packing, crating, disconnecting, dismantling, reassembling and installation of all personal equipment and costs for re-lettering signs and replacement stationery.

**g. Waiver of Payments.** Any occupant who is also the owner of premises and any business may waive their relocation payments set out above as part of the negotiations for the acquisition of the interest held by said occupant or business. Said waiver shall be on a form supplied by the City/TIF Commission and filed with the City/TIF Commission. The Developer shall not be required to pay relocation benefits respecting any interests acquired through negotiations.

**h. Notice of Benefits.** All occupants and businesses eligible for relocation benefits under this Plan shall be notified in writing, by the Developer of the availability of such relocation payments and assistance, such notice to be given concurrently with the notice of referral sites set forth in this Plan.

**i. Obligations under the Relocation Plan:** The Developer will assume all liabilities of the City/TIF Commission under the Relocation Assistance Plan to include, but not limited to, determination of any businesses or individuals, which would be eligible for assistance, notices to all affected parties or persons, and payment of all financial requirements and obligations.

**7. Additional Controls and Design Criteria**. All easements, rights-of-way, streets and utility facilities that are to be dedicated to the City, shall be constructed to comply with City construction standards for such easements, rights-of-way, streets and retention facilities as established by the City Code. The following additional design controls shall apply to this Plan:

**a. General**. New development shall create an integrated, unified design.

**b. Pedestrian Walkways**, Streets and Open Walk Spaces. Streets, pedestrian paths or open walk spaces shall be designed as an integral part of the overall site design, properly related to existing and proposed buildings and City street-scape elements.

**c. Parking**. Parking areas shall be designed with careful regard given to orderly arrangement, landscaping, ease of access, and as an integral part of the total site design. Vehicular access to the parking areas shall minimize conflicts with other vehicular and pedestrian movements. Ingress and egress points shall be well distanced from the intersections in order to avoid congestion and interference with traffic.

**d. Landscape Design.** A coordinated landscape program shall be developed in the area to incorporate the landscape treatment sought for open spaces, roads, sidewalks, and parking areas into a coherent and integrated arrangement.

**e. Planned Unit Development (PUD).** The Developer may file a rezoning request with the City of Joplin to rezone the Project Areas, which they intend to develop as a “Planned Unit Development”, which shall at a minimum contain the controls and design criteria herein stated, and such other controls

and design standards, which will enhance the quality and sustainability of the development.

**8. Plan Development Schedule.** The completion of Projects shall not exceed ten years from the date of the approval of the Plan.

**9. If No TIF Revenue is Generated:** If no revenue is produced by the approved projects and any subsequent project, or projects amended later, within five years of the completion date of the Project, such Project will be considered deleted from this Plan and no longer eligible to benefit from EAT's/PILOT's generated in the Area.

**10. Relocation of Retail Businesses from Within City Limits or Newton County to Redevelopment Area.**. If any existing business relocates from within the City limits of the City, or Newton County to the Redevelopment Area, which directly receives benefits from any funds generated by Tax Increment Financing, the baseline of the prior location will be included in the baseline for EATs for the Area. This provision does not apply to the addition of a new location by a business. The intent of this provision is to prevent the solicitation of existing businesses within the City and County to relocate to the Redevelopment Area.

**F. The Developer.** The City will enter into Development Agreements with the selected Developer, or developers (the "Developer") to act as the developer of the specific Project Area or Areas and to carry out this Plan, or portions thereof, on behalf of the City and the TIF Commission. Requests for proposals will be solicited, and all proposals must meet the objectives of, and be in compliance with the Plan. If a Developer is selected who does not own the property, that Developer will be required to enter into a parcel development agreement with the City/TIF Commission whereby the Developer will agree to provide the funds, or show evidence of funding, necessary for the acquisition of the property either by purchase, or alternately, present the City/TIF Commission with other evidence of site control. The proposal of the Developer selected must include evidence of financial commitments sufficient to complete the project. The affidavit and proposal of the selected Developer will be attached to this Plan as **Exhibit D** and shall thereafter become a part of this Plan.

This Plan provides for the City to reimburse the Developer from collections of EAT's and PILOT's for the costs of providing the following public improvements, or the removal of blighted conditions, but not necessarily limited to:

**(1)** Street, utility, water and soil erosion improvements on vacant commercial land within the City,

**(2)** Street and utility improvements in commercial areas (collectively), and

**(3)** all cost associated with redeveloping a site, including the cost of demolition and removal of dilapidated or functionally obsolete buildings, utility relocation cost, site preparation, storm water drainage cost, retaining walls, mitigation of wetlands and streams within the area, parking structures, and other cost associated with redeveloping a site to be commercially viable.

Providing the Public Improvements, and eliminating the Blighted Conditions, will discourage commerce from moving to another location outside the City or to another state, will provide land upon which additional commercial development will occur, will result in increased employment in the City, and will result in the continued enhancement of the tax base of the Taxing Districts. No increments will be used to support a "gambling establishment" as defined in the Act.

In addition to the EAT's/PILOT's, the Developer will use all funds they collect from Federal, State, or private grants, or value of tax credits or from contributions made by the Developer toward Reimbursable Project Cost. The Developer shall provide an annual report to the City/TIF Commission of such grants and tax credits. The

Developer shall use their best efforts to obtain any such grants and tax credits as possible.

Additional improvements may occur within Project Areas II and III, which are not now known, which would be identified if the Developer or developers desire to develop property within the Areas. These improvements in Project Areas II and III will be reviewed and approved by the City/TIF Commission in accordance with the Plan and will be paid solely from the increments in the EATs and PILOTS from those Project Areas only.

The City/TIF Commission have concluded, after a thorough review, that the City must intervene by arranging to reimburse for the public improvements cost and the elimination of the Blighted Conditions as proposed to be made under this Plan. The City/TIF Commission believes by providing the Developer with the ability to be reimbursed for such cost in accordance with this Plan from new tax increments generated from the Area or Areas will cause the Area to be redeveloped and the Tax Base of all Taxing Districts will be enhanced and the Blighted Conditions will be eliminated and the Project Areas will develop to their highest and best commercial use, and so additional public assistance will not be required in making the public improvements.

## ARTICLE VI
## FINANCING OF PROJECT COST

**A. Financing Plan:** It is proposed that costs of constructing the infrastructure improvements and eliminating the Blighted Conditions from within the Redevelopment Areas be paid from the collections of the incremental increase of fifty (50%) percent of the locally imposed sales taxes ( "EAT's") above that amount baseline established at the time of the approval of this Plan for the prior year by the taxing districts which has already been authorized by the voters of the local jurisdiction so vested with the authority to collect such taxes and levied against all sales which are subject to such tax, and any future tax levy, increase in tax levies, or any new levy imposed by a new taxing district formed within Project Areas I, II, III, and IV as more particularly shown on the "Description of Areas" included in **Exhibit A and A-1** attached to this Plan and made a part hereof. The Plan further intends to capture a one-hundred-percent (100%) of the of increment of the real property taxes generated from the increase of assessed value within the Project Area above the baseline established upon adoption of this Plan imposed by all taxing district collecting real property taxes within the Area, currently or in the future, except any tax revenue generated by the State property tax levy or the County Sur-Charge tax levy. And those taxes imposed for emergency services as defined in Section 99.848 of the TIF Act, which fifty (50%) percent of the new increment will be reimbursed to those districts from the special allocation fund, and further defined as PILOTs to assist in funding the cost or the redevelopment of the Redevelopment Project Areas. Additionally, all revenue or tax benefits obtained by the Developer via Federal, State, or private foundations grants, or tax credits shall be credited by the Developer and used to reduce Reimbursable Project Cost.

**1. Estimated Project Costs**. The Act defines "project costs" to mean and include the sum total of all reasonable or necessary costs incurred in implementing this Plan and the Project. This Plan defines Reimbursable Project Costs to mean and include all reasonable or necessary costs allowed by the Act, other than Taxing Districts' Capital Costs, incurred in implementing this Plan and the Projects which are to be reimbursed to the Developer from EAT's/PILOT's upon the presentation to the City of a certificate from a professional engineer certifying that a Reimbursable Project Cost has been incurred, and such cost approved in accordance with the Plan. Estimated Reimbursable Project Costs are set out in **Exhibit E** attached hereto and made a part of this Plan.

**2. Source of Funds.** Anticipated sources and amounts of funds from EAT's, PILOT's, and grants or credits to pay Reimbursable Project Costs and amounts to be available from those sources are shown in

**Exhibit G-8,** attached hereto and made a part of this Plan.

**a. Funding of Non-Reimbursable Project Costs**. The Developer will use available funds of the Developer from separate funds of the Developer, or conventional sources of financing, to fund the Non-Reimbursable Cost, as shown in **Exhibit E**. No Non-Reimbursable Project Cost will be paid or reimbursed from any funds from within the Special Allocation Fund or generated from TIF Financing.

**b. Funding of Reimbursable Project Costs**. The Municipal Director of Finance shall establish Special Allocation Funds with respect to the Project Areas. EAT's/PILOT's shall be deposited into segregated Special Allocation Funds for each Project Area. Moneys in the Special Allocation Funds will be used for, budgeted, and pledged, to reimburse the Reimbursable Project Costs, as shown and estimated in **Exhibit E**, subject to annual appropriations

**c. Current EAT's generated within the Redevelopment Area.:** The total EAT's being generated within the Redevelopment Area is shown in **Exhibit G-5** for all current taxing districts which collect a sales tax. The amounts shown are estimates. Upon approval of the Plan, the Municipal Director of Finance will verify and certify the actual amounts collected by each district for the prior year. An impact analysis has been prepared for the Redevelopment Area showing the impact to the Districts collecting sales tax if no TIF was approved. See **Exhibit G-5-a** for details.

**d. Current Assessed Value and Property Tax generated within the Redevelopment Area.:** The total amount of property tax generated from the current assessed value of the Redevelopment Area is shown in **Exhibit F** for each taxing district. An impact analysis has been prepared for the Redevelopment Area showing the impact to the Districts collecting property tax if no TIF was approved. See **Exhibit G-6-a** for details.

**e. Anticipated EAT's:** The estimated EATs to be generated within the Redevelopment Area, with only Project Area I activated and subject to TIF, are shown in **Exhibit G-5-b & c.** The impact analysis shows the impact on each taxing district currently, or projected to; collect sales tax during the term of the TIF. The projections include a 1% new tax levy that may be added to Project Area I and II, which would be imposed by a Community Improvement District created by a petition of the property owners. See the information provided below concerning the proposed CID.

**(1) COMMUNITY IMPROVEMENT DISTRICT:** It is anticipated that a community improvement district will be formed by petition of the property owners, which will include all of Project Area I and II owners of the Redevelopment Area. While the District is yet to be formed, it is anticipated that the District will be formed upon submission of the petition to the City of Joplin, and necessary hearings and actions taken by the City. It is anticipated that the District will submit to the voters of the District the question of whether the District can impose a sales tax. The current maximum allowable sales tax, which a community improvement district may impose, is 1%. It is anticipated the voters will approve the maximum of 1%, which shall be subject to capture of 50% of the increase over the baseline established upon the adoption of the Plan, which will be zero. It will be required, as part of this Plan, that the CID**,** or any future CID , formed within the Redevelopment Area, so long as this Plan is in effect, will contribute the remaining 50% of the sales tax collected by the District, less normal operating expenses, to fund the projects as approved by the Redevelopment Plan. The City may enter into a Cooperative Funding Agreement with the CID as allowed under MoRS 67.14912 to fund the cost of projects as approved by the City in accordance with the Redevelopment Plan. The CID may issue bonds or other forms of indebtedness as allowed by Missouri Statutes, since they will be a political subdivision under the laws of the State of Missouri, to fund Redevelopment Cost. Any such issuance of bonds, or obligations, will only be a liability of the CID. The Developer may assign any rights and payments of reimbursable project cost due them from the City under a written agreement to the CID, thus combining the revenue to be pledged by the TIF, including EAT's and PILOT**'s** with the additional revenue of the CID, so as to consolidate all revenue for the Redevelopment Area,

pledged to fund Redevelopment Cost, into one public entity for accountability and financing purposes.

**f. Anticipated PILOTs:** The estimated PILOT's to be generated within the Redevelopment Area, with only Project Area I activated and subject to TIF, are shown in **Exhibit G-6-b.** The impact analysis shows the impact on each taxing district currently collecting property tax during the term of the TIF. The proposed CID is not projected to impose and collect a property tax.

**3. Nature and Term of Obligations.** The only financial obligation to the City created with the adoption of this Plan is to reimburse the Developer for approved Reimbursable Project Cost, as funds are available from the collection of PILOTs/EATS generated and collected within the Redeveloper Area by the City in accordance with the Plan. No bonds or other forms of indebtedness will be issued by the City. The City shall evidence such obligation under the terms of a Development Agreement with the Developer. The City will pay the cost of interest incurred by the Developer on all eligible Reimbursable Project Cost as evidenced by the submission of such evidence annually to the City/TIF Commission. The interest rate is established as the Qualified Interest Rate as defined in Article I of this Plan. Such payments of interest will only be paid from PILOTs/EATs collected from the Redevelopment Area. Any interest not paid in any fiscal year shall be accrued as part of the eligible reimbursable project cost. Funds in the Special Allocation Fund in excess of the funds deemed necessary for the payment of direct operation expenses of the City for the management and supervision of the Redevelopment Plan and Reimbursable Project Costs, if any, will be declared by the City as surplus annually and will be distributed to the Other Taxing Districts in the Area in the manner provided by the Act.

**a. Evidence of Commitments to Finance.** The Developer's proposal to implement this Plan includes evidence of commitments to Finance the Project Costs. The Developer's proposal is attached as **Exhibit D** hereto.

## ARTICLE VII
## PROCEDURES FOR PAYMENTS TO SPECIAL ALLOCATION FUND , PLAN ADMINISTRATION, AMENDING AND TERMINATION THIS PLAN

**A. Economic Activity Taxes (EATs):** The Municipal Director of Finance shall certify the economic activity taxes collected by any taxing districts the prior year of the adoption of the Plan for the activated Project Areas and provide all taxing districts with a copy of such certification. The Municipal Director of Finance shall quarterly, after the adoption of the Plan, calculate the tax increment generated from economic activity taxes, and shall bill each taxing districts the amount due the Special Allocation Fund, and deposit such receipts into the specified Special Allocation Fund for EATs. Any taxing district, which collects EATs, may deduct the cost of collection of such EATs, so charged them by the Missouri Department of Revenue, prior to payment of such funds to the City, under the terms of the Plan. Such districts may also, charge the City any cost they may have incurred for the calculations, accounting, and such other direct cost incurred by the them in the performance of their obligation to pay such EATs to the City under the terms of the Plan. Such cost shall be actual, and all such cost shall be provided to the City/TIF Commission in writing, prior to the incurrence of such cost by the district.

**B. Payments in Lieu of Taxes (PILOTs):** The County Assessor shall certify the baseline assessed value of the activated Project Areas and shall "freeze" the assessed value in accordance with the Act, upon notification by the City of the adoption of TIF by Ordinance. The City shall provide the Assessor with a copy of this Plan and all legal descriptions and maps as may be needed to determine such information. The Assessor shall provide a copy of the certification to the City and shall file a copy with the County Clerk. Each year the Assessor shall determine a value of the increase in assessed value within the activated Project Areas, and assign

a value to such, and attest to the value on the tax books of the County, designating such value as a value, which the County Collector shall use to collect the PILOTs as provided under the Plan and Act. The County Collector shall apply the tax levies of the taxing districts, including the County Sur-Charge within the Project Area and collect the same and pay such amounts, except such amounts collected from the County Sur-Charge, to the Municipal Director of Finance as collected in the same manner as all other real property taxes are collected. The County Collector shall pay such amounts collected from the County Sur-Charge to the taxing districts in the same manner as all other real property taxes. The City shall provide the County Collector with a copy of this Plan. In no instance shall any taxes generated from any change in tax levies imposed upon the baseline of assessed value of the activated Redevelopment Area or Areas be captured by the TIF.

**C. Utilization of Funds**. EAT's, and PILOTs collected by Municipal Director of Finance will be maintained in the Special Allocation Fund specifically designated for each as required by the Act. Disbursements will be made from the Special Allocation Fund only for administration cost of the TIF, payments to taxing districts in accordance with the Act and this Plan, and reimbursement of Reimbursable Project Cost. The City Council must budget and appropriate all funds within the Special Allocation Fund.

**D. Administration of the TIF:** The City will have the sole responsibility and obligation to administer the TIF. The City may charge all direct cost, including staff time at cost, for such administrative duties, and shall provide written documentation of such cost to the TIF Commission.

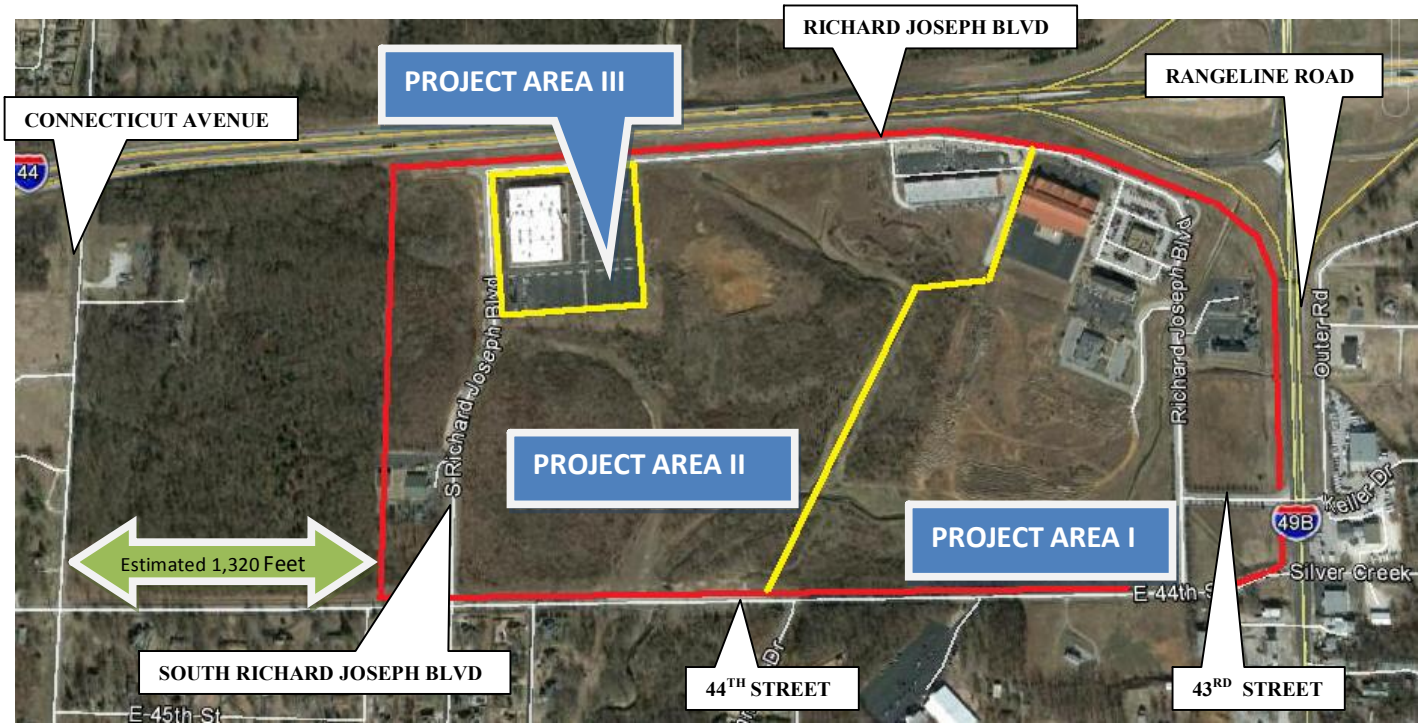
**E. Amendments to this Plan**. This Plan, the Area and the Projects may be amended only pursuant to the provisions of the Act.

**F. Mandatory Meetings and Reports:** The City/TIF Commission is annually required to file a report on the status of the TIF with the Missouri Department of Revenue, including, but not limited to, tax increments collected, expenditures from the Special Allocation Fund, jobs created, and businesses relocated. The City shall annually prepare all required reports as must be filed under the Act and promptly file them, and provide copies to the TIF Commission and all Taxing Districts collecting taxes within the Redevelopment Area. The Special Allocation Funds will be held within the books of the City as a fund, which the City Council must appropriate and pay all funds from. The City shall annually provide an audit of the Special Allocation Funds, conducted with the annual audit of the City, and provide a copy to the TIF Commission and all Taxing Districts collecting taxes within the Redevelopment Area. The TIF Commission shall meet no less than annually, and no later than 90 days prior to the end of the fiscal year of the City and shall review the progress of the Redevelopment Area. The City/Developer shall provide reports as needed and requested to the Commission. Every five years after the adoption of the Plan a public hearing will be held by the City and provide a status report on the Redevelopment Plan and Area.

**G. Termination.** This Plan may be terminated when all Reimbursable Project Cost have been paid, or expected to be incurred, have been paid; provided in no event shall TIF extend more than 23 years after the date the City Council adopts this Plan, or any subsequent amendments, which activate a Project Area and Project. In no event shall any project or Project Area be approved after the tenth year from which this Plan has been approved by the City Council.

## EXHIBIT A
**MAP OF REDEVELOPMENT AREA & PROJECT AREAS**

I-44




- **RED LINES ARE THE OUTER BOUNDARIES OF THE ENTIRE REDEVELOPMENT AREA.**
- **YELLOW LINES ARE THE OUTER BOUNDARIES OF THE PROJECT ARES WITHIN THE REDEVELOPMENT AREA.**

**NOTES FOR INFORMATIONAL PURPOSES:**

- **REDEVELOPMENT AREA: Has 152 acres, more or less, ten (10) private property owners, and thirteen (13) operating businesses.**
- **PROJECT AREA I: Has 59 acres, more or less, eight (8) private property owners, and six (6) operating businesses. Acreage count does not include any public right-of-way.**
- **PROJECT AREA II: Has 83 1/2 acres, more or less, two (2) private property owners, and six (6) operating businesses. (One parcel is tax-exempt for a 501-C-3 Corporation) Acreage count does not include any public right-of-way.**
- **PROJECT AREA III: Has 9.24 acres, more or less, one (1) private property owner, and one (1) operating business. (Only the land estate is taxed currently) Property is within the Joplin Enhanced Enterprise Zone, which granted tax abatement on the assessed value of the improvements until 2017.**

## LEGAL DESCRIPTIONS OF REDEVELOPMENT AREA & PROJECT AREAS

**NOTE FOR INFORMATIONAL PURPOSES**

**LEGAL DESCRIPTIONS PROVIDED IS AN OUTER BOUNDARY LEGAL DESCRIPTION OF THE ENTIRE REDEVELOPMENT AREA, PLUS AN OUTER BOUNDARY LEGAL DESCRIPTION OF EACH PROJECT AREA. THE ACRES PROVIDED FOR EACH AREA IS MORE OR LESS AND WAS CALCULATED BY USING THE OUTER BOUNDARIES OF EACH AREA AND CALCULATING THE ACREAGE WITHIN THE BOUNDARIES. ACRES MAY NOT BE THE SAME AS SHOWN ON TAX RECORDS, SURVEYS, DEEDS, OR OTHER DOCUMENTS. ALL ACRES AT ESTIMATES AND ARE LISTED MORE OR LESS.**

# LEGAL DESCRIPTION OF ENTIRE REDEVELOPMENT AREA

**LEGAL DESCRIPTION: CONTAINING 152 ACRES MORE OR LESS.**

ALL OF THE EAST ½ OF THE SOUTH ½ OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF INTERSTATE 44, WEST OF THE WEST RIGHT-OF-WAY OF RANGELINE ROAD, NORTH OF THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN, ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

# LEGAL DESCRIPTION OF PROJECT AREA I

**LEGAL DESCRIPTION; CONTAINING 59 ACRES MORE OR LESS. ACREAGE COUNT DOES NOT INCLUDE PUBLIC RIGHT-OF-WAY.**

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) TO THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, THENCE EAST ALONG NORTH RIGHT OF WAY LINE OF 44TH STREET 600 FEET FOR A POINT OF BEGINNING, THENCE NORTH 31 ° 46’ 37” EAST 1571.21 FEET TO A POINT WHICH IS 200 FEET SOUTH 3 ° 46’ 03” EAST OF THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BOULEVARD, THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF KANAN AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE NORTH 22° 26’ O5” EAST TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, THENCE EASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE SOUTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD TO THE NORTH RIGHT-OF-WAY OF 44TH STREET, THENCE WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET TO THE POINT OF BEGINNING, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN , ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

# LEGAL DESCRIPTION OF PROJECT AREA II

**LEGAL DESCRIPTION: CONTAINING 83 1/2 ACRES MORE OR LESS. COUNT DOES NOT INCLUDE PUBLIC RIGHT-OF-WAY.**

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR A POINT OF BEGINNING, THENCE NORTH 31° 46’ 37” EAST 1571.21 FEET TO A POINT WHICH IS 542.93 FEET SOUTH 3 ° 46’ 03” EAST OF THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BOULEVARD, THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE NORTHWESTERN RIGHT-OF-WAY LINE OF KANAN AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE NORTH 22° 26’ O5” EAST TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, THENCE WESTERLY ALONG THE SOUTH RIGHT OF WAY LINE OF INTERSTATE 44 TO THE WEST LINE OF THE

NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, THENCE SOUTH ALONG THE SAID WEST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW1/4) TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW1/4), THENCE EAST ALONG THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER (SE 1/4) OF THE NORTHWEST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW1/4) TO THE WEST LINE OF THE EAST ONE-HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW1/4), THENCE SOUTH ALONG THE SAID EAST ONE-HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW1/4), TO THE POINT OF BEGINNING, INCLUDING ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN , ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI; ***EXCEPT THE FOLLOWING PARCEL DESCRIBED IN PROJECT AREA III:***

## LEGAL DESCRIPTION OF PROJECT AREA III

**LEGAL DESCRIPTION: CONTAINING 9.24 ACRES MORE OR LESS.**

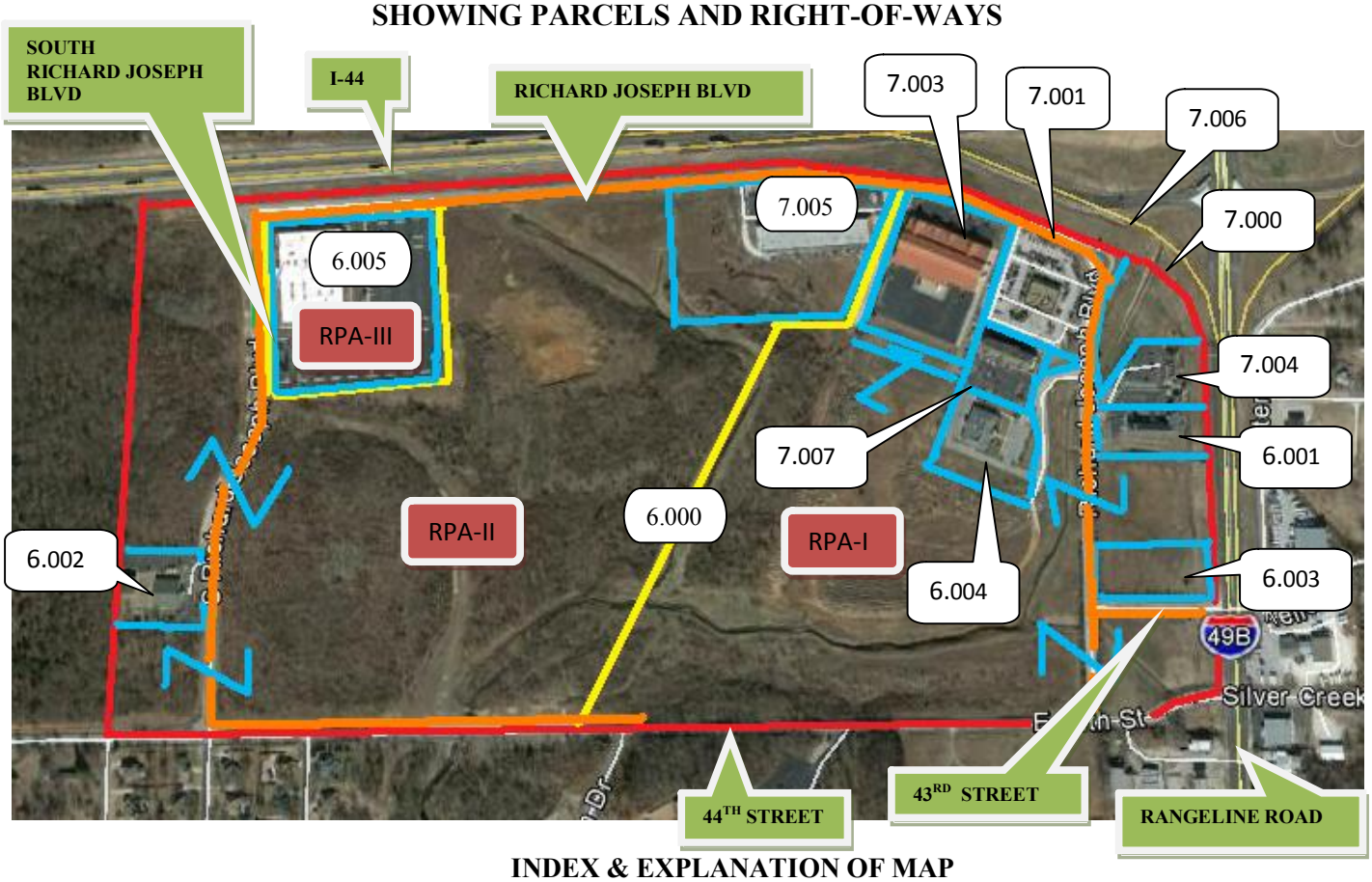
Commencing at a found railroad spike at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 27 North, Range 33 West; thence along the West line of said Southeast Quarter of the Southwest Quarter, North 01° 39' 16" East 40.00 feet to the North right-of-way line of 44th Street, thence along said North right-of-way line North 89° 53' 40" East 372.00 feet to a point on the East right-of-way line of Richard Joseph Boulevard West as described in the Newton County, Missouri, Recorder's Office in Book 350 at Page 1602, thence along said East right-of-way line, North 01° 39' 16" East 609.98 feet to the Northeast corner of the aforementioned Richard Joseph Boulevard West right-of-way, thence continuing North 01° 39' 16" East 23.75 feet, thence 258.17 feet along a 470.00 foot radius curve to the right, whose chord bears North 17° 23' 22" East, 254.94 feet, thence 307.09 feet along a 530.03 foot radius reverse curve to the left, whose chord bears North 16° 31' 35" East 302.81 feet to the point of beginning, thence continuing 32.60 feet along said 530.03 foot radius curve to the left, whose chord bears, North 01° 50' 02" West 32.59 feet, thence North 03° 37' 53" West 557.42 feet, thence 62.83 feet along a 40.00 foot radius curve to the right, whose chord bears, North 41° 22' 07" East 56.57 feet to a point on the South right-of-way line of Richard Joseph Boulevard if extended, thence along said extended South right-of-way line North 86° 22' 07" East 610.00 feet, thence leaving said South line, South 03° 37' 53" East 630.00 feet, thence South 86° 22' 07" West 651.02 feet to the point of beginning, all lying in the East Half of the Southwest Quarter of Section 24, Township 27 North, Range 33, West in the City of Joplin, Newton County, Missouri.

INCLUDING ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN.

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## EXHIBIT A-1
### MAP OF REDEVELOPMENT AREA AND PROJECT AREAS

## SHOWING PARCELS AND RIGHT-OF-WAYS




### INDEX & EXPLANATION OF MAP

- **RED LINES REFLECT OUTER BOUNDARY OF REDEVELOPMENT AREA**
- **BLUE LINES REFLECT PARCEL LINES ACCORDING TO THE NEWTON COUNTY TAX MAPS.**
- **ZIG -ZAG BLUE LINES REFLECT ALL PROPERTY WITHIN PARCEL 6.000, WHICH CROSSES RIGHT-OF-WAYS ALL CONNECTED AREAS IS A SINGLE PARCEL.**
- **ORANGE LINES AND AREA REFLECT RIGHT-OF-WAYS AND EASEMENTS ACCORDING TO THE NEWTON COUNTY RECORDER WITHIN REDEVELOPMENT AREA.**
- **YELLOW LINES ARE PROJECT AREA BOUNDARIES WITH RED BOXES INDICATING THE PRA NUMBER.**
- **GREEN CALL OUT BOXES INDICATES STREETS AND HIGHWAYS.**
- **WHITE BOXES, OR WHITE CALL OUT BOXES, REFLECTS THE LAST FOUR DIGITS OF THE NEWTON COUNTY TAX PARCEL NUMBER. ALL PARCELS WILL BEGIN WITH THE FOLLOWING NUMBERS FOR REFERENCE: 05-6.0-24-000-000-00_. _ _ _. INSERT THE DIGITS OF EACH PARCEL NUMBER WITHIN THE BLANKS TO HAVE A COMPLETE NEWTON COUNTY TAX PARCEL NUMBER FOR EACH PARCEL**
- **PARCEL LINES ARE NOT TO SCALE OR ACTUAL, BUT ARE PROVIDED FOR REFERENCE ONLY.**

# LEGAL DESCRIPTIONS AND OWNERSHIP OF EACH PARCEL WITHIN THE REDEVELOPMENT AREA

**FOLLOWING IS A LISTING OF THE OWNERS, ADDRESSES, NEWTON COUNTY TAX PARCEL NUMBER, CURRENT ASSESSED VALUE, ESTIMATED ACRES OF EACH PARCEL, CLASSIFICATION FOR TAXING PURPOSES, AND THE CURRENT USE AS PER THE NEWTON COUNTY ASSESSOR'S RECORDS. ESTIMATED ACRES MAY NOT MATCH THE ESTIMATED ACRES ASSIGNED TO EACH PARCEL BY THE NEWTON COUNTY ASSESSOR, ESTIMATES WERE MADE FROM CURRENT SURVEYS, NOT OF PUBLIC RECORD.**

## PARCEL 6.000 AS PER PARCEL MAP EXHIBIT A-1:
## (PARCEL IS IN BOTH PROJECT AREA I AND II)
## (TRACTS AS REFERRED IN THE LEGAL DESCRIPTION REFLECTS WHICH PROJECT AREA THE TRACT IS WITHIN)

**OWNER:**

AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF
THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989
and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF
THE ELMA KANAN TRUST DATED JANUARY 6, 1989

**A ½ Interest**
**&**
**Joseph Properties, LP**
**1520 West 8th Street**
**Joplin, MO 64841**
**A ½ Interest**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.000 ASSESSED VALUE: $43,610**
**ESTIMATED ACRES: 115.59 ACRES CLASSIFICATION: RESIDENTIAL CURRENT USE: VACANT LAND**

**LEGAL DESCRIPTION:**
**97.08 Acres as per survey *(IN BOTH PROJECT AREA I & II)***
TRACT 1
A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF 44TH STREET, NORTH 89°53'40" 372.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°39'16" EAST, 633.73 FEET; THENCE 258.17 FEET ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARS NORTH 17°23'22" EAST A DISTANCE 0F 254.94 FEET; THENCE 307.09 FEET ALONG A 530.03 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARS NORTH 16°31'35" EAST, 302.81 FEET; THENCE NORTH 86°22'07" EAST, 651.02 FEET; THENCE NORTH 03°37'53" WEST, 630.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°22'07" EAST, 980.19 FEET, THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 542.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE

OF KANAN AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 3475.95 FEET; THENCE SOUTH 22°38'19" WEST, 277.82 FEET; THENCE SOUTH 67°23'07" EAST, 462.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE 181.73 FEET ALONG A 422.17 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 01°49'44" WEST, 89.56 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., SOUTH 01°28'08" WEST, 1148.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT THREE (3) COURSES; THENCE SOUTH 46°22'28" WEST, 13.04 FEET; THENCE SOUTH 89°23'23" WEST, 2111.49 FEET; THENCE SOUTH 89°53'40" WEST, 940.90 FEET, TO THE POINT OF BEGINNING. CONTAINING 97.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**1.97 Acres as per survey (Lot south of Head Start)** ***(IN PROJECT AREA II)***

TRACT 2

A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 274.98 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°53'40" EAST, 312.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°39'16" WEST, 274.98 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET, SOUTH 89°53'40" WEST, 312.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.97 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**2.22 Acres as per survey (Lot south of 43rd Street west of Rangeline)** ***(IN PROJECT AREA I)***

TRACT 3

A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET, NORTH 89°53'40" EAST, 1312.90 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°23'23" EAST, 2190.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD. AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 43°35'28" WEST, 13.77 FEET; THENCE NORTH 01°28'08" EAST, 288.92 FEET; THENCE NORTH 46°23'30" EAST, 21.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 43RD STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 88°36'30" EAST, 335.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, SOUTH 01°28'37" WEST, 217.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT SIX (6) COURSES; THENCE SOUTH 70°07'10" WEST, 94.33 FEET; THENCE NORTH 19°52'50" WEST, 33.00 FEET; THENCE SOUTH 70°07'10" WEST, 20.00 FEET; THENCE SOUTH 19°52'50" EAST, 33.00 FEET; THENCE SOUTH 69°07'10" WEST, 140.98 FEET; THENCE SOUTH 89°23'33" WEST, 102.48 FEET TO THE POINT OF BEGINNING. CONTAINING 2.22 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF

JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**2.59 Acres as per survey (Lot south of Microtel, west of Rangeline)** ***(IN PROJECT AREA I)***
TRACT 4
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 360.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 322.15 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 322.76 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 88°30'36" EAST, 349.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD AND THE POINT OF BEGINNING. CONTAINING 2.59 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**0.09 Acres as per survey(Small pie shape at the entrance of Marriot and Social Security Building)** ***(IN PROJECT AREA I)***
TRACT 7
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 574.98 FEET; THENCE CONTINUING ALONG SAID WEST LINE, NORTH 01°39'16" EAST, 1253.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF INTERSTATE 44, NORTH 86°22'07" EAST, 2088.16 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 602.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°35'28" EAST, 64.85 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 348.00 FEET; THENCE SOUTH 22°38'19" WEST, 103.17 FEET; THENCE SOUTH 67°23'07" EAST, 328.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°31'13" WEST, 5.31 FEET; THENCE SOUTH 89°48'54" EAST, 60.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 01°49'44" WEST, 39.97 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., NORTH 01°28'08" EAST, 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 41ST STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE OF 41ST STREET FOR THE NEXT TWO (2) COURSES; THENCE 143.03 FEET ALONG A 120.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, SOUTH 56°51'28" WEST, 134.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 22°39'18" EAST, 129.64 FEET; THENCE SOUTH 67°22'52" EAST, 114.16 FEET, TO THE WEST RIGHT-OF-WAY LINE OF SAID RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°28'08" WEST, 2.83 FEET TO THE POINT OF

BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**11.21 Acres as per survey (land west of South Richard Joseph Blvd, south of Richard Joseph Blvd, and north of the Head Start property)** ***(IN PROJECT AREA II)***

TRACT 8

A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01°39'16" EAST, 574.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1192.93 FEET, TO THE SOUTH RIGHT-OF-WAY OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 86°22'07" EAST, 363.66 FEET; THENCE 62.83 FEET ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 48°37'53" EAST, 56.57 FEET, TO THE WEST RIGHT-OF-WAY OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 03°37'53" EAST, 557.43 FEET; THENCE 301.20 FEET ALONG A 469.97 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 14°46'00" WEST, 296.07 FEET; THENCE 291.12 FEET ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 17°23'24" WEST A DISTANCE OF 287.47 FEET; THENCE SOUTH 01°39'16 WEST, 60.61 FEET; THENCE SOUTH 89°53'40" WEST, 312.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 11.21 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

**.052 Acres as per survey** ***(IN PROJECT AREA I)***

TRACT 11

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45’33” EAST 1315.22 FEET; THENCE NORTH 01°39’16” EAST 1869.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 HIGHWAY; THENCE NORTH 86°22’07” EAST ALONG SAID RIGHT-OF-WAY 2395.08 FEET; THENCE SOUTH 85°20’27” EAST ALONG SAID RIGHT-OF-WAY 353.62 FEET; THENCE SOUTH 79°43’02” EAST ALONG SAID RIGHT-OF-WAY 131.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG EAST RIGHT-OF-WAY OF KANAN AVENUE IF EXTENDED, SOUTH 22°34’55” WEST 541.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT-OF-WAY SOUTH 67°24’41” EAST 348.00 FEET; THENCE SOUTH 22°38’19” WEST 64.85 FEET; THENCE NORTH 67°24’41” EAST 347.95 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 22°35’28” EAST 64.85 FEET TO THE POINT OF BEGINNING; CONTAINING 0.52 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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## PARCEL 6.001 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**Varni, LLC**
**4101 Richard Joseph Blvd**
**Joplin, Mo 64804**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.001 ASSESSED VALUE: $302,270**
**ESTIMATED ACRES: 1.32 ACRES CLASSIFICATION: COMMERCIAL CURRENT USE: HOTEL**

**LEGAL DESCRIPTION:**

**All that part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, being described as Commencing at the Southwest corner of said Section 24, Thence North 89 degrees 45 minutes 33 seconds East 1315.22 feet, Thence North 01 degrees 31 minutes 09 seconds East 1868.19 feet to the South right-of-way line of Interstate 44 Highway, Thence North 86 degrees 14 minutes 00 seconds East along said right-of-way line 2395.08 feet, Thence South 85 degrees 28 minutes 34 seconds East along said right-of-way line 353.62 feet, Thence South 79 degrees 51 minutes 09 seconds East along said right-of-way line 240.82 feet, Thence South 67 degrees 33 minutes 46 seconds East along said right-of-way line 653.88 feet, Thence South 36 degrees 35 minutes 35 seconds East along said right-of-way line 404.70 feet, Thence South 01 degrees 14 minutes 25 seconds West along the West right-of-way line of Highway 71, 178.98 feet to the Point of Beginning, Thence South 01 degrees 14 minutes 25 seconds West along said West right-of-way line 181.00 feet, Thence North 88 degrees 40 minutes 53 seconds West 349.88 feet, Thence North 01 degrees 15 minutes 23 seconds East along the East right-of-way line of Richard Joseph Blvd. 96.58 feet, Thence South 88 degrees 44 minutes 37 seconds East 42.41 feet, Thence North 35 degrees 05 minutes 35 seconds East 101.26 feet, Thence South 88 degrees 43 minutes 42 seconds East 251.03 feet to the Point of Beginning.**

## PARCEL 6.002 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA II)

**OWNER:**
**Economic Security Corporation of Southwest Area**
**305 Virginia**
**Joplin, Mo 64802**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.002 ASSESSED VALUE: $0**
**ESTIMATED ACRES: 2.34 ACRES CLASSIFICATION: TAX EXEMPT CURRENT USE: HEAD START**

**LEGAL DESCRIPTION:**

LEGAL DESCRIPTION: Commencing at the Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 27, Range 33, Joplin, Newton County, Missouri; thence North 01°31'09"E along the West line of said Quarter Quarter, 350.0 feet to the point of beginning; thence North 01°31'09"E along said line 300.0 feet; thence North 89°45'33"E parallel to the South line of said Quarter Quarter, 312.0 feet; thence South 01°31'09"W 300.0 feet; thence South 89°45'33"W 312.0 feet to the point of beginning. EXCEPT any part taken or deeded for road right of way; also being subject to all easements, rights of ways, and reservations of record.

## PARCEL 6.003 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**Joseph Properties, LP**
**1520 West 8th Street**
**Joplin, MO 64841**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.003 ASSESSED VALUE: $39,290**
**ESTIMATED ACRES: 1.88 ACRES CLASSIFICATION: RESIDENTIAL CURRENT USE: VACANT LAND**

**LEGAL DESCRIPTION:**

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 682.34 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD TO THE NORTH RIGHT-OF-WAY LINE OF 43 RD STREET, THENCE EAST ALONG SAID 43 RD STREET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE TO THE POINT OF BEGINNING.. CONTAINING 1.88 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

## PARCEL 6.004 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**Triangle Industrial Park**
**1948 Santa Fe**
**Olathe, KS 66062**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.004 ASSESSED VALUE: $193,210**
**ESTIMATED ACRES: 2 ACRES CLASSIFICATION: COMMERCIAL CURRENT USE: SOCIAL SECURITY ADMIN**

**LEGAL DESCRIPTION:**

Part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the city of Joplin, Newton County, Missouri, described as commencing at the South Quarter corner of Section 24, Township 27 North, Range 33 West; thence along the South line of said Section, North 89 degrees 53 minutes 40 seconds East 1965.31 feet; thence leaving the South line of said Section, North 00 degrees 06 minutes 20 seconds West 856.20 feet to the point of beginning; thence North 67 degrees 23 minutes 07 seconds West 402.00 feet; thence North 22 degrees 38 minutes 19 seconds East 239.50 feet to the Southwest corner of a parcel recorded in the Newton County Recorder's Office in Book 353, Page 1079; thence along the South line of said parcel South 67 degrees 23 minutes 07 seconds East 328.86 feet to the Southeast corner of said parcel; thence leaving South line of said parcel South 01 degrees 49 minutes 44 seconds East 96.98 feet; thence 155.96 feet along a 362.17 foot radius curve to the right whose chord bears South 10 degrees 20 minutes 11 seconds West a distance of 154.75 feet to the point of beginning.

## PARCEL 6.005 AS PER PARCEL MAP EXHIBIT A-1:
## (ALL OF PARCEL IS PROJECT AREA III)

**OWNER:**
**Telecommunications 1031 Venture, DST**
**2901 Butterfield Road**
**Oakbrook, IL 60523**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-6.005 ASSESSED VALUE: $193,210**
**ESTIMATED ACRES: 9.24 ACRES CLASSIFICATION: COMMERCIAL LAND-IMPROVEMENTS TAX EXEMPT THROUGH 2017**
**CURRENT USE: AT&T Call Center (Enterprise Zone)**

**LEGAL DESCRIPTION:**

Commencing at a found railroad spike at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 27 North, Range 33 West; thence along the West line of said Southeast Quarter of the Southwest Quarter, North 01° 39' 16" East 40.00 feet to the North right-of-way line of 44th Street, thence along said North right-of-way line North 89° 53' 40" East 372.00 feet to a point on the East right-of-way line of Richard Joseph Boulevard West as described in the Newton County, Missouri, Recorder's Office in Book 350 at Page 1602, thence along said East right-of-way line, North 01° 39' 16" East 609.98 feet to the Northeast corner of the aforementioned Richard Joseph Boulevard West right-of-way, thence continuing North 01° 39' 16" East 23.75 feet, thence 258.17 feet along a 470.00 foot radius curve to the right, whose chord bears North 17° 23' 22" East, 254.94 feet, thence 307.09 feet along a 530.03 foot radius reverse curve to the left, whose chord bears North 16° 31' 35" East 302.81 feet to the point of beginning, thence continuing 32.60 feet along said 530.03 foot radius curve to the left, whose chord bears, North 01° 50' 02" West 32.59 feet, thence North 03° 37' 53" West 557.42 feet, thence 62.83 feet along a 40.00 foot radius curve to the right, whose chord bears, North 41° 22' 07" East 56.57 feet to a point on the South right-of-way line of Richard Joseph Boulevard if extended, thence along said extended South right-of-way line North 86° 22' 07" East 610.00 feet, thence leaving said South line, South 03° 37' 53" East 630.00 feet, thence South 86° 22' 07" West 651.02 feet to the point of beginning, all lying in the East Half of the Southwest Quarter of Section 24, Township 27 North, Range 33, West in the City of Joplin, Newton County, Missouri.

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## PARCEL 7.000 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**

**AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989** **A ½ Interest**

**&**

**Joseph Properties, LLC** **A ½ Interest**
**1520 West 8th Street**
**Joplin, MO 64841**
**A ½ Interest**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.000** **ASSESSED VALUE: $11,650**
**ESTIMATED ACRES: 1.94 ACRES** **CLASSIFICATION: RESIDENTIAL** **CURRENT USE: VACANT LAND**

**LEGAL DESCRIPTION:**

TRACT 5
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, SOUTH 36°20'42" EAST, 393.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 5.05 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°35'17" WEST, 190.89 FEET; THENCE SOUTH 27°35'33" WEST, 136.17 FEET; THENCE SOUTH 01°24'42" WEST, 51.78 FEET; THENCE SOUTH 35°14'29" WEST, 101.28 FEET; THENCE NORTH 88°35'43" WEST, 42.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 294.51 FEET; THENCE CONTINUING ALONG AN EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, NORTH 22°34'12" EAST, 300.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 AND THE POINT OF BEGINNING. CONTAINING 1.94 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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## PARCEL 7.001 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**Cracker Barrel Old County Store, Inc.**
**307 Hartman Drive**
**Lebanon, TN 37087**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.001** **ASSESSED VALUE: $416,930**
**ESTIMATED ACRES: 3.35 ACRES** **CLASSIFICATION: COMMERCIAL** **CURRENT USE: RESTAURANT**

**LEGAL DESCRIPTION:**

All that part of the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri, being described as commencing at the Southwest corner of said Section 24, thence North 89°45'33" East 1315.22 feet, thence North 01°31'09" East 1868.19 feet to the South right-of-way line of Interstate 44 Highway, thence North 86°14'00" East along said right-of-way 2395.08 feet, thence South 85°28'34" East along said right-of-way 353.62 feet, thence South 79°51'09" East along said right-of-way 240.82 feet, thence South 67°33'46" East along said right-of-way 240.88 feet, thence South 22°26'05" West 60.0 feet to the point of beginning, thence South 67°33'46" East parallel with and 60 feet from said right-of-way 253.0 feet, thence South 22°33'55" East 155.56 feet, thence South 22°26'05" West 147.36 feet, thence South 01°20'01" West 136.81 feet, thence North 67°33'55" West 412.25 feet, thence North 22°26'05" East 385.0 feet to the point of beginning.

## PARCEL 7.003 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**Furniture Row USA, LLC**
**5603 North Broadway**
**Denver, CO 80216**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.003** **ASSESSED VALUE: $734,210**
**ESTIMATED ACRES: 4.13 ACRES** **CLASSIFICATION: COMMERCIAL** **CURRENT USE: FURNITURE STORE**

**LEGAL DESCRIPTION:**

Commencing at the Southwest Corner of section 24, township 27 North, range 33 West, in the City of Joplin, Newton County, Missouri; thence along the South line of section 24, North 89 degrees 45 minutes 33 seconds East, 1315.22 feet; thence North 01 degrees 31 minutes 09 seconds East, 1868.19 feet to the South right-of-way line of Interstate Highway 44; thence along said south right-of-way line North 86 degrees 14 minutes 00 seconds East 2395.08 feet; thence South 85 degrees 28 minutes 34 seconds East, 353.62 feet; thence South 79 degrees 51 minutes 09 seconds East, 131.00 feet; thence leaving said south right-of-way line of Interstate Highway 44 South 22 degrees 26 minutes 11 seconds West, 61.40 feet to the South right-of-way line of Richard Joseph Boulevard and the point of beginning, thence along said right-of-way line South 79 degrees 51 minutes 09 seconds East, 116.40 feet; thence South 67 degrees 33 minutes 46 seconds East, 234.42 feet; thence leaving said South right-of-way of Richard Joseph Boulevard South 22 degrees 26 minutes 05 seconds West, 504.49 feet; thence North 67 degrees 33 minutes 57 seconds West, 348.18 feet; thence North 22 degrees 26 minutes 11 seconds East, 479.73 feet to the South right-of-way line of Richard Joseph Boulevard and the point of beginning, all lying in the Southeast Quarter of section 24, township 27 North, range 33 West, in the City of Joplin, Newton County, Missouri, subject to all easements, covenants, restrictions, and reservations of record, except any part taken or deeded for road purposes.

SUBJECT TO AN EASEMENT FOR RIGHT-OF-WAY FOR STREET PURPOSES AND INCIDENTAL PURPOSES, RECORDED AS BOOK 347 AT PAGE 5193 AND IN BOOK 347 AT PAGE 6155 OF OFFICIAL RECORDS

## PARCEL 7.004 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**FazWest Properties , LLC**
**P.O. Box 10726**
**Springfield, Mo 65808**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.004** **ASSESSED VALUE : $112,320**
**ESTIMATED ACRES: 1 ACRE CLASSIFICATION: COMMERCIAL CURRENT USE: RESTAURANT**

**LEGAL DESCRIPTION:**

Commencing at the Southwest corner of Section 24, Township 27, Range 33, in the City of Joplin, Newton County, Missouri, thence North 89°45'33"E 1315.22 feet, thence North 1°31'09"E 1868.19 feet to the South right of way of Interstate 44 Highway, thence North 86°14'E along said right of way 2395.08 feet, thence South 85°28'34"E along said right of way 353.62 feet, thence South 79°51'09"E along said right of way 240.82 feet, thence South 67°33'46"E along said right of way 653.88 feet, thence South 36°35'35"E along said right of way 404.70 feet, thence South 1°14'25"W along the West right of way line of Highway 71 4.98 feet to the point of beginning, thence South 1°15'23"W along said right of way 174.0 feet, thence North 88°43'42"W 251.03 feet, thence North 1°15'23"E 51.80 feet, thence North 27°26'39"E 136.17 feet, thence South 88°43'42"E 190.89 feet to the point of beginning, EXCEPT any part taken or deeded for road right of way; ALSO being subject to all other rights of way, easements and reservations of record.

## PARCEL 7.005 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA II)

**OWNER:**

**AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989** **a ½ Interest**

**&**
**Joseph Properties, LP A ½ Interest**
**1520 West 8th Street**
**Joplin, MO 64841**
**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.005** **ASSESSED VALUE: $420,710**
**ESTIMATED ACRES: 7.08 ACRES CLASSIFICATION: COMMERCIAL CURRENT USE: SHOPPING CENTER**

**LEGAL DESCRIPTION:**
A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45'33" EAST, 1315.22 FEET; THENCE NORTH 01°31'09" EAST, 1868.19 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°14'00" EAST, 2089.72 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 03°46'00" WEST, 60.00 FEET, TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTH RIGHT-OF-WAY OF JOSEPH BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°14'00" EAST, 300.95 FEET; THENCE SOUTH 85°28'34" EAST, 346.39 FEET; THENCE SOUTH 79°51'09" EAST, 53.58 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY OF KANAN AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 22°26'05" WEST, 531.63 FEET; THENCE LEAVING SAID

NORTHWESTERLY RIGHT-OF-WAY, SOUTH 86°14'00" WEST, 461.00 FEET; THENCE NORTH 03°46'00" WEST, 540.72 FEET, TO THE POINT OF BEGINNING; CONTAINING 7.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

## PARCEL 7.006 AS PER PARCEL MAP EXHIBIT A-1: (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**

**AHMED FANNUN KANAN AND ELMA KANAN, TRUSTEES OF THE AHMED FANNUN KANAN TRUST DATED JANUARY 6, 1989 and ELMA KANAN AND AHMED FANNUN KANAN, TRUSTEES OF THE ELMA KANAN TRUST DATED JANUARY 6, 1989** **A ½ Interest**

**&**

**Joseph Properties, LP** **A ½ Interest**
**1520 West 8th Street**
**Joplin, MO 64841**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.006** **ASSESSED VALUE: $14,240**
**ESTIMATED ACRES: 0.09 ACRES** **CLASSIFICATION: COMMERCIAL** **CURRENT USE: ATM SITE**

**LEGAL DESCRIPTION:**

A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT SIX (6) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 461.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°25'39" EAST, 192.31 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 22°34'12" WEST, 203.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE 321.85 FEET ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, NORTH 21°25'28" WEST, 291.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

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## PARCEL 7.007 AS PER PARCEL MAP EXHIBIT A-1:
## (PARCEL LOCATED WITHIN PROJECT AREA I)

**OWNER:**
**O'Reilly Hospitality VII- Joplin TP**
**2808 South Ingram Mill Road**
**Springfield, Mo 65804**

**NEWTON COUNTY TAX PARCEL # 05-6.0-24-000-000-7.007** **ASSESSED VALUE: $639,840**
**ESTIMATED ACRES: 1.69 ACRES** **CLASSIFICATION: COMMERCIAL** **CURRENT USE: HOTEL**

**LEGAL DESCRIPTION:**

Commencing at the Southwest corner of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Missouri; thence North 89°45'33" East 1315.22 feet; thence North 01°31'09" East 1868.19 feet to a right of way marker on the South right of way line of Interstate 44; thence along said South right of way line North 86°14'00" East 2395.08 feet; thence South 85°28'34" East 353.62 feet; thence South 79°51'09" East 131.00 feet; thence South 79°41'52" East 109.81 feet; thence South 67°24'29" East 240.88 feet; thence South 22°35'22" West 60.00 feet to a point on the South right of way line of Richard Joseph Boulevard; thence South 22°36'04" West 385.06 feet to the point of beginning; thence South 67°22'52" East 298.69 feet; thence South 22°36'53" West 129.64 feet; thence 51.20 feet along a 119.42 foot radius curve to the left with a chord bearing South 10°23'35" West 50.81 feet; thence South 01°26'21" East 47.40 feet; thence North 67°23'07" West 328.86 feet; thence North 22°38'19" East 222.60 feet to the point of beginning. All lying in the Southeast Quarter of Section 24, Township 27 North, Range 33 West, in the City of Joplin, Newton County, Missouri.

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## EXHIBIT B

# JOPLIN, MISSOURI




## BLIGHT STUDY/REPORT OF CURRENT CONDITIONS
## ESTIMATED 152-ACRE SITE

### LOCATION

**LYING IN THE SOUTHWEST CORNER IF THE INTERSECTION OF I-44 AND RANGELINE, LYING SOUTH OF I-44, WEST OF RANGELINE, NORTH OF 44TH STREET, AND EAST OF CONNECTICUT AVENUE, EXCEPT THE WEST 1,320 FEET, ALL IN NEWTON COUNTY, MISSOURI**

**PREPARED BY**
**Darrell E. Gross**
**8270 West Farm Road 160**
**Republic, Missouri 65738**
**417/425-9460**

## Blight Study-Report of Current Conditions

**SCOPE OF STUDY:** This Study/Report is being prepared for the City of Joplin and the Joplin Tax Increment Finance Commission for the purpose of determining if the area being studied qualifies under the "Real Property Tax Increment Allocation Redevelopment Act" (Sections 99.800 through 99.865 of the Missouri Revised Statutes) as a "Blighted Area, "Conservation Area", or "Economic Development Area" as defined in Section 99.805 of the Act. This study will attempt to identify current conditions of the real property within a specific area as it relates to the current structures, streets, utilities, sanitary sewer, potable water, storm water flow, public safety conditions, and other physical limitations within the area that limits or hinders the development or redevelopment of the area.. The real property contains thirteen (13) separate tax parcels as listed by the Newton County Assessor, and certain parts of the right-of-way of Rangeline, Interstate-44, 44th Street, and Connecticut Avenue. The parcels are shown and identified in **Exhibit 1** of this Study. No attempt will be made to identify market prices or values, only land use potential and future development of the Area and the current physical conditions, which may hinder such development or redevelopment. The request for a Study/Report has been commissioned by Kevin Steele of Hope Valley Development Group, Inc. as the potential developer of the Area under the proposed Redevelopment Plan submitted to the City of Joplin and the Joplin Tax Increment Finance Commission.

**HISTORY AND CURRENT CONDITIONS OF THE AREA:** The property, with its current boundaries, was created by the construction of the nine mile extension of Superhighway 166, which linked Rangeline Road with the Will Rogers Turnpike at the Oklahoma state line in 1957. Creeks and drainage ditches, which served the south east end of Joplin, were piped under the highway to continue flowing through the property. Over the past 50 years, man made improvements to the property drainage and limited development created the present condition. As Joplin grew, storm water runoff increased and at one time a weir was installed at the outfall of the property on the South end, to slow discharge into Silver Creek and reduce downstream flooding. This created a detention area that the City of Joplin has maintained by regular cleaning with equipment and clearing of vegetative growth.

The attempts to develop or redevelop the Area known as "Silver Creek "started in the 1991 with the purchase of an estimated 175 acres with the intent to develop by the current landowners, the Kanan Family and the Joseph family. To date only 32 acres have been sold and developed by the current owners from the estimated 175 original acre, another estimated 9 acres have been dedicated for right-of-way, leaving an estimated 134 acres undeveloped. No formal development plan was ever established for the development of the property. The first parcel to sell and develop was in 1993 when 3.35 acres were sold to, and developed by, Cracker Barrel Restaurants, which spurred the development or sale of parcels for a Microtel Hotel, Fazoli's Restaurant, and the development of the Galleria Shopping Center and the ATM site in 1998 for a total of an additional 9.49 acres. In order for the development and sale of these parcels the current owners had to install, or cause it to be installed, a significant amount of Richard Joseph Boulevard, and extend the utility services to serve the parcels. The next spurt of development occurred in 2003 with the development or sale of 4.14 acres to Furniture Row for the construction of the furniture store and 1.69 acres for a hotel, bringing the total acres sold and developed for retail to an estimated 18.54 acres. In order to cause the sale and development of the Furniture Row parcel the current owner had to sign a "Water Flow Agreement" with Furniture Row, which is

recorded in Book 352, page 4191 of the Newton County Recorder of Deeds office, which the current owners agreed to accept the storm water runoff from the Furniture row parcel, thus relieving Furniture Row from having to construct the proper storm water dentition to control their discharge created by the development of the site. The agreement has mandated that all future usage of the undeveloped land must accommodate and accept the water flow from the Furniture Row site. No further sales or development within the 175 acres for retail usage has occurred to date. In 2006, AT&T was seeking a site to develop a new 'call center". The current owners agreed to donate/sell property to the Economic Security Corporation for a site. In order to cause AT&T to develop the estimated 9.84 acres provided for them, a State Grant and City funds had to be obtained to develop Richard Joseph Boulevard further west to serve the site and to construct South Richard Joseph Boulevard to allow two points of traffic access, and extend utilities to the site. Additionally, because of being in the "Enhanced Enterprise Zone", the property received ten-year tax abatement for all real estate taxes derived from the value of the improvements. During this same time, land was acquired by the Economic Security Corporation to construct a Head Start operation along South Richard Joseph Boulevard. Also in 2006, a two-acre parcel was sold to an office developer to construct an office building to be leased to the Social Security Administration. The total property sold and developed in 2006 was 13.58 acres; all were either non-retail, tax-exempt, or constructed with concession of taxes and investment by either the State or City in order to cause the development to occur.

The property owned by the Kanan and Joseph Family was revalued by the Newton County Assessor in the 1990s after a detailed site evaluation by the Assessor, which determined the area was not likely to develop unless extensive development cost was expended to correct the storm water drainage, streets, and utilities needed to develop the undeveloped portion of the Area. The values at the time were lowered, and the property was classified as residential for taxing purposes.

No sales or development has occurred since 2006. Of the remaining estimated 134 acres, owned by the current developer/owner, less than seven acres are deemed marketable and developable, and only then with significant investment to control storm water.

While the devastating Tornado of 2011 caused much havoc and devastation to the City of Joplin, it did stimulate certain economic development within the City of Joplin, such as the relocation and expansion of the Mercy Hospital. Mercy Hospital elected to relocate and expand their facility to the southeast corner of I-44 and Main Street, which will cause a significant change in the traffic patterns and the development patterns in the area. Mercy is expanding the size of their facility in the new location, upgrading and expanding medical services in a state-of-the-art facility and campus. They anticipate an estimated 1,500 employees at the location. The increased traffic will cause, not only traffic increase on Main Street and at the I-44 interchange, but also will cause traffic to increase on 44$^{th}$ Street, which connects to the site from Rangeline from the east, and on Connecticut Avenue, which connects to 44$^{th}$ Street north to 32$^{nd}$ Street. The Redevelopment Area lies within the area of 44$^{th}$ Street, Rangeline, and Connecticut. Connecticut Avenue and 44$^{th}$ Street already has significant traffic from the Leawood residential areas using the streets to connect to shopping and services in Joplin. Both 44$^{th}$ Street and Connecticut will require upgrades to be functional and safe in order to handle the anticipated increase in traffic, resulting from the Mercy Hospital relocation. The City of Joplin has plans to upgrade both 44$^{th}$ Street and Connecticut Avenue. With such a significant development as a major health

facility, new development will be driven to locate new office and retail in the area to capitalize on the new consumer and traffic patterns.

**CURRENT PROPERTY USAGE:** A Map of the Study Area and Parcel Map is attached as **Exhibit 1** to this Study/Report.

**LEGAL DESCRIPTION OF PROPERTY:** The legal description of the Area is described as follows:

**LEGAL DESCRIPTION: CONTAINING 152 ACRES MORE OR LESS:**
ALL OF THE EAST ½ OF THE SOUTH ½ OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; LYING SOUTH OF THE SOUTH RIGHT-OF-WAY OF INTERSTATE 44, WEST OF THE WEST RIGHT-OF-WAY OF RANGELINE ROAD, NORTH OF THE NORTH RIGHT-OF-WAY LINE OF 44 TH STREET, ALL PUBLIC RIGHT-OF-WAYS AND EASEMENTS WITHIN, ALL WITHIN NEWTON COUNTY AND THE CITY OF JOPLIN, MISSOURI.

**PURPOSE OF DETERMINING BLIGHT UNDER THE REAL PROPERTY TAX ALLOCATION REDEVELOPMENT ACT (SECTIONS 99.800 THROUGH 99.865):** Under Section 99.810.1 (1) of the Act "No redevelopment plan shall be adopted by a municipality without findings that:

(1) The redevelopment area on the whole is a blighted area, a conservation area, or an economic development area, and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. Such a finding shall include, but not be limited to, a detailed description of the factors that qualify the redevelopment area or project pursuant to this subdivision and an affidavit, signed by the developer or developers and submitted with the redevelopment plan, attesting that the provisions of this subdivision have been met;

Under Section 99.820.1 (1) "a municipality shall include only those parcels of real property and improvements thereon directly and substantially benefited by the proposed redevelopment project improvements." While some parcels may be currently developed and not suffering from blighted conditions within that parcel, if the redevelopment of the Area is deemed to benefit these properties by enhancing the economic growth of the Area they may be included so as to allow the enhanced economic growth of these properties to assist in the funding of the redevelopment of the Area.

**DEFINITIONS:** The "Real Property Tax Increment Allocation Redevelopment Act" (Sections 99.800 through 99.865 of the Missouri Revised Statutes defines a "Blighted Area, "Conservation Area", or "Economic Development Area" in Section 99.805 of the Act as follows:

***99.805 (1) "Blighted area"***, an area which:
(a) By reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals or welfare in its present condition and use; or

(b) Has been declared blighted or found to be a blighted area pursuant to Missouri law including, but not limited to, chapter 353, RSMo, sections 99.800 to 99.865, RSMo, or sections 99.300 to 99.715, RSMo;

***99.805 (3) "Conservation area",*** any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, morals, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997.

***99.805 (5) "Economic development area",*** any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:

(a) Discourage commerce, industry or manufacturing from moving their operations to another state; or

(b) Result in increased employment in the municipality; or

(c) Result in preservation or enhancement of the tax base of the municipality;

**CURRENT CONDITIONS:** Following is a review of the observations and documentation of current conditions within the Study Area. **Exhibit 2** of this Study, provides a listing of the current usage and summary of the conditions of each parcel within the Study Area. Following is an overall evaluation of the Study Area and the Current conditions:

- **DEFECTIVE OR INADEQUATE STREET LAYOUT:** The Area has paved streets consisting of 44th Street bordering the entire southern borders of the Area, Richard Joseph Boulevard along most of the northern border, and Rangeline along the east border, however, access to Rangeline is a limited access street in this area, and thus access points are limited. South Joseph Boulevard cuts through the center of the Area and connects Richard Joseph Boulevard with 44th Street. While the Area has plenty of street access, the interior of the property, specifically parcel 6.000 do not have sufficient internal streets or provisions for pedestrian traffic, to allow the development of the interior of these parcels. For a site to be served by a proper and adequate street layout it should have an adequate internal network of streets to serve all businesses or residences within the Redevelopment Area. This street network should provide for vehicular access, public transit, pedestrians, bicyclists, persons with disabilities, service and delivery vehicles, as well as emergency vehicles and equipment. Proper planning for an intuitive flow of automobile traffic decreases the frequency and severity of accidents. In addition, a proper internal street layout allows for pedestrians to move about safely. A design of effective and adequate street layouts must account for both the automobile and the pedestrian and decrease the conflict points between each. Of the total acreage within the Redevelopment Area only 28.98 acres, or 19.32%, of the total 152 acre Redevelopment Area is has sufficient street access and

layout for development. None of the Redevelopment Area has any pedestrian sidewalks.

- **CONDITION OF EXISTING STRUCTURES AND SITE IMPROVEMENTS:** Within the Area there are nine (9) structures or buildings, with the oldest being the Cracker Barrel Building constructed in 1993, and the newest being the AT&T Building, Head Start Building, and the Social Security Building, which were constructed in 2007. The structures, or buildings, and other site improvements show no signs of deterioration or unsafe conditions, which would require their demolition or redevelopment in order to be considered a functional and safe structure. The lack of sidewalks does create an unsafe conditions for pedestrian traffic in the Redevelopment Area.

- **CONDITIONS OF UTILITY ACCESS:** All of the nine (9) developed parcels have all utilities, including sanitary sewer and potable water. The utilities have been extended along a portion of the public right-of-ways, thus allowing access to these services for the development; however, the interior of parcel 6.000 do not have essential utility services, such as sanitary sewer and potable water. A sanitary sewer line does exist within parcel 6.000, which was installed within the wetlands area of the parcel, but the size and location are not sufficient to serve the entire parcel.

- **BLUE-LINE STREAMS AND WETLANDS:** EGIS Environmental, a specialized environmental engineering firm, was engaged to do an evaluation of the parts of the Area by Kevin Steele of Hope Development Group, Inc., which consisted primarily of parcel 6.000. The intent of the evaluation was for the required permitting process by the Corp or Engineers under the Section 404 of the Clean Water Act. Under the Clean Water Act, it is required that a mitigation plan be submitted and approved by the COE before any disturbance of the waterways and wetlands can occur. A copy of the Jurisdictional Request is attached as **Exhibit 3** to this Study/Report. The evaluation outlines the current conditions and identifies the streams and wetlands within parts of the Study Area. A mitigation plan was also prepared by EGIS, from which the COE issued a permit for the mitigation of the Area. With the assistance of EGIS Environmental the Developer, Hope Valley Development Group, LLC has developed estimates for the cost of the mitigation requirements as granted under the permit. In order for the Area to be redeveloped the mitigation MUST occur under the jurisdiction of the Clean Water Act.

- **ECONOMIC LIABILITY:** The Area, by reason of the predominance of each of, as well as a combination of, defective and inadequate street layout, unsanitary and unsafe conditions, improper subdivision and obsolete platting, and the lack of sanitary sewer and potable water constitutes an economic liability. The Area, in its present condition and use, is underutilized. The conditions described herein are a deterrent to future investment and development in the Area. In its current condition and use, the Area is an economic liability.

- **MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS OR WELFARE:** The Area, by reason of a predominance of each of, as well as a combination of, defective and inadequate street layout, unsanitary and unsafe conditions, improper subdivision and obsolete platting, and the lack of sanitary sewer and potable water constitutes a menace to the public health, safety, morals or welfare. The defective and inadequate street layout and the unsafe conditions detailed herein with respect to the roads impair safe vehicular traffic and access for emergency vehicles and unsafe conditions for

pedestrian traffic, constituting a menace to the public safety and welfare. As a result, the Area is a menace to public health safety, morals and welfare in its current condition and use.

**CONCLUSIONS:** Based on the legal definition of blight as defined in Section 99.805 (1) of the Act, the property clearly demonstrates the predominance of defective or inadequate street layout, improper subdivision or obsolete platting due to no formal development plan or subdivision plat. Lots and parcels have been sold and developed with no attention to and orderly development plan. Much of the Area lacks access to sanitary sewer and potable water, thus further hindering the development of the Area. The existence of blue-line streams and wetlands also hinder, or prevent the development of the Area, unless they are mitigated in accordance with the Clean Water Act. Historic development of the Area has been very limited. The last development within the Area in 2007, which was the AT&T Building, Head Start, and the Social Security Building, which occurred only after extension investment by the State and City, and tax incentives being extended. The undeveloped land, within parcel, which Hope Valley Development Group, Inc. has a contract to purchase, consisting of an estimated 127 acres, and plans to develop will require an tremendous investment to mitigate the wetlands, extend sewer, water, streets, and other essential services in order to develop the property, remove, or correct the current deficiencies within the Study Area. Without the correction and elimination of the Blighted Conditions, the property will not develop. The cost to remove the blighted conditions will force the price of the property to be beyond market prices when combined with the cost of acquisition of the property. While the current nine (9) developed parcels show no signs of deterioration, as noted in Exhibit 1 of the Blight Study for each of the ten parcels, they will substantially benefit from the removal of the blighted conditions by enhancing the value of those properties, improve the business conditions of the Area, and prevent deterioration of the Area due to non-development caused by the blighted conditions, in accordance with Section 99.820.1 (1) of the Act.

Principal Investigator

*Darrell Gross*

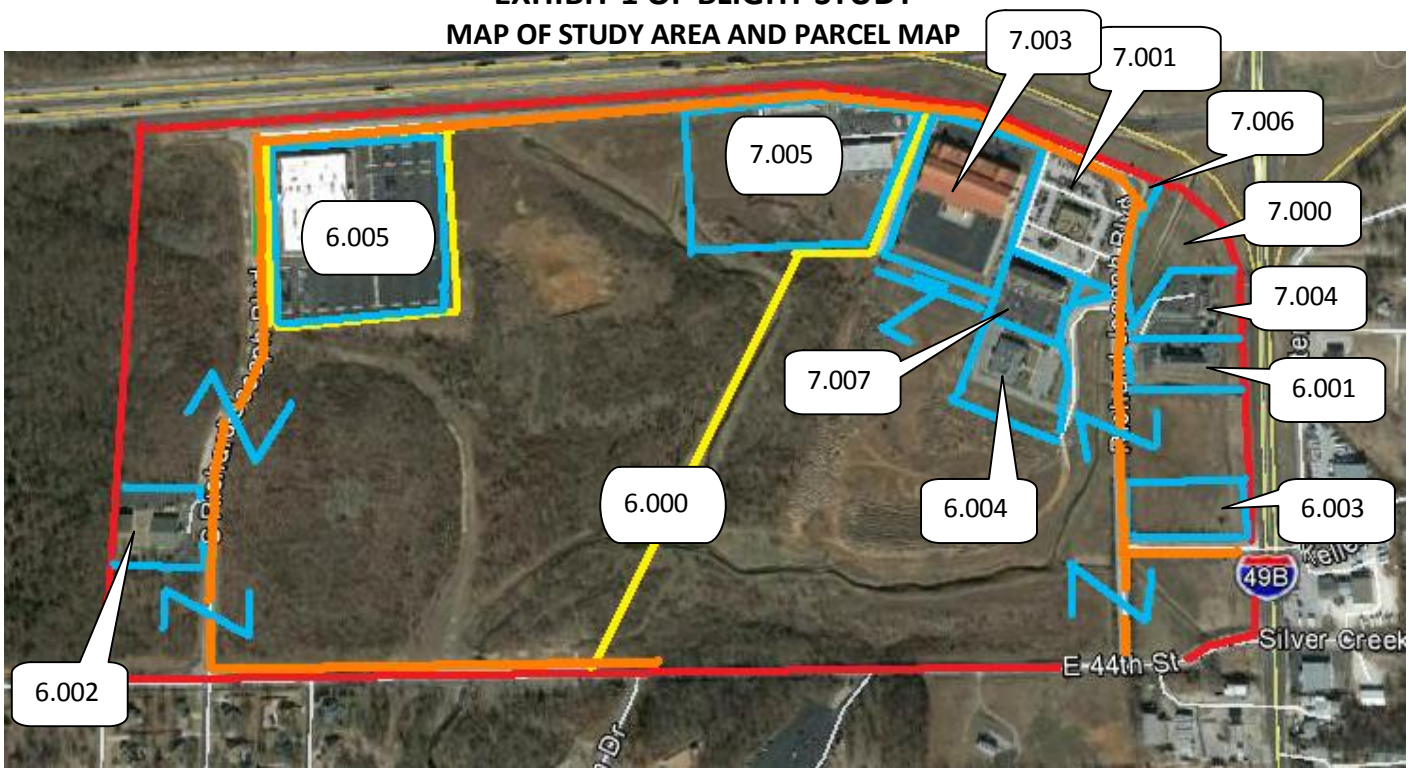
Darrell Gross

EXHIBITS ATTACHED:

EXHIBIT 1: MAP OF AREA AND PARCEL MAP
EXHIBIT 2: LIST OF OWNERS, CURRENT USE, AND CONDITIONS BY PARCEL
EXHIBIT 3: PHOTOS OF FIELD INSPECTION-CURRENT CONDITIONS
EXHIBIT 4: GIS ENVIRONMENTAL JURISDICTION REQUEST AND SUMMARY OF AREA CONDITIONS
EXHIBIT 5: RESUME OF PRINCIPAL INVESTIGATOR

## EXHIBIT 1 OF BLIGHT STUDY

### MAP OF STUDY AREA AND PARCEL MAP




### INDEX & EXPLANATION OF MAP

- **RED LINES REFLECT OUTER BOUNDARY OF REDEVELOPMENT AREA**
- **BLUE LINES REFLECT PARCEL LINES ACCORDING TO THE NEWTON COUNTY TAX MAPS.**
- **ZIG -ZAG BLUE LINES REFLECT ALL PROPERTY WITHIN PARCEL 6.000, WHICH CROSSES RIGHT-OF-WAYS ALL CONNECTED AREAS IS A SINGLE PARCEL.**
- **ORANGE LINES AND AREA REFLECT RIGHT-OF-WAYS AND EASEMENTS ACCORDING TO THE NEWTON COUNTY RECORDER.**
- **YELLOW LINES INDICATE PROJECT AREA BOUNDARIES.**
- **WHITE BOXES, OR WHITE CALL OUT BOXES, REFLECTS THE LAST FOUR DIGITS OF THE NEWTON COUNTY TAX PARCEL NUMBER. ALL PARCELS WILL BEGIN WITH THE FOLLOWING NUMBERS FOR REFERENCE: 05-6.0-24-000-000-00_. _ _ _. INSERT THE DIGITS OF EACH PARCEL NUMBER WITHIN THE BLANKS TO HAVE A COMPLETE NEWTON COUNTY TAX PARCEL NUMBER FOR EACH PARCEL**
- **PARCEL LINES ARE NOT TO SCALE OR ACTUAL, BUT ARE PROVIDED FOR REFERENCE ONLY.**

# EXHIBIT 2 OF BLIGHT STUDY

## LIST OF OWNERS, CURRENT USE, AND CONDITIONS BY PARCEL

**The parcel number in the heading is the parcel number on the map in Exhibit 1 for each parcel.**

**6.000: Kanan Trust & Joseph Properties, LP (Name Summarized):** This is an estimated 97.8 acre tract of land that is undeveloped. This tract is the remains of the property after the owner has sold off certain parcels since 1991. The tract is separated in several places by Richard Joseph Boulevard and South Richard Joseph Boulevard. The tract consists of the entire frontage on 44 th Street, except that portion of Tract 5.000. This area fronting 44th Street will require extensive fill in order to be developed. The parcel consists of most of the frontage on South Richard Joseph Boulevard and a significant portion of the frontage of Richard Joseph Boulevard, which fronts I-44. The parcel contains an estimated 7,505 linear feet of "blue-line" streams within the parcel and four wetland areas consuming an estimated 2..67 acres, which must be mitigated in order to develop the tract. The property also has a restricted Water Flow Agreement, signed and recorded on March 18, 2003 and recorded with the Newton County Recorder of deeds as Book 352-4191, which has bound the owners and successor owners to accept the storm water runoff from parcel #7.005, which is the Furniture Row property. The parcel has access from any direction and the ability to extend utilities to within the parcels. Some areas connecting and fronting the right-of-ways currently have utilities, however the parcels cannot be developed until storm water drainage is addressed. Only one piece of the property appears to be marketable in its current condition, which is the piece of property, which is west of Rangeline, north of 43rd Street, and east of Richard Joseph Boulevard, containing an estimated 2.59 acres. The property is currently classified and taxed as residential.

**6.001: Varni, LLC:** This parcel is an estimated 1.32 acres, which is fully developed with a Microtel Hotel constructed in 1997. The business is in operation. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

**6.002: Economic Security Corporation of Southwest Area:** This parcel is an estimated 2.34 acres, which was fully developed with a not-for-profit operation as a Head Start childcare center. The childcare center is in operation. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently tax-exempt, as a result of its usage.

**6.003: Joseph Properties, LP:** This parcel is an estimated 1.88 acres, which is currently undeveloped. The parcel fronts Rangeline to the east, 43rd Street to the south, and Richard Joseph Boulevard to the west. No current conditions within the parcel prevent it from being developed, or if developed, cause any unsafe conditions. All utilities are accessible and the parcel has access. The property is currently classified and taxed as residential.

**6.004: Triangle Industrial Park:** This parcel is an estimated 2.00 acres, which was fully developed as an office building in 2007. The building is currently leased and in operated by the Social Security Administration. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

**6.005: Telecommunications 1031 Venture DST:** This parcel is an estimated 9.34 acres, which was fully developed as a "call center" in 2007. The building is currently leased and in operated by AT&T. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is within the "Enhanced Enterprise Zone" of the City of Joplin, which entitled the property to a ten-year abatement of real property taxes on the improvements. The Assessor is scheduled to impose the full-assessed value of the improvements in 2017. The property is currently classified and taxed as commercial.

**7.000: Kanan Trust & Joseph Properties, LP (Name Summarized):** This parcel is an estimated 1.94 acres, which is currently undeveloped. The property fronts Richard Joseph Boulevard along the northeast corner of the Area. Due to the limited frontage of the property and deed restricted right-of-way for parcels 6.001 and 7.004 and the shape of the parcel the ability to develop the property is limited. The configuration of the parcel is not conducive for most stand-alone retail businesses. Development of the parcel would be limited for commercial purposes. The property is currently classified and taxed as residential.

**7.001: Cracker Barrel Old Country Store, Inc.:** This parcel is an estimated 3.35 acres, which was fully developed as a restaurant in 1997. The restaurant is currently operated as a Cracker Barrel. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

**7.003: Furniture Row USC, LLC:** This parcel is an estimated 4.13 acres, which was fully developed as a retail furniture store in 2003. The business is currently in operation. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

**7.004: Fazwest Properties, LLC:** This is an estimated 1 acre, which was fully developed as a restaurant in 1999. The restaurant is currently open and operated as a Fazoli's Restaurant. The property is for sale or lease. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

**7.005: Kanan Trust & Joseph Properties, LP (Name Summarized):** This parcel is an estimated 7.08 acres, which was fully developed as a shopping center in 1999. The center, known as the Silver Creek Galleria, has five businesses leasing space. Only two of the businesses are of a retail nature, the remaining three are professional office or office services type business. All are on short-term leases. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions, however, the demand for retail space within the center has caused a consistent vacancy and turnover rate for the center since construction. The property is currently classified and taxed as commercial.

**7.006: Kanan Trust & Joseph Properties, LP (Name Summarized):** This parcel is an estimated .09 acres, which was developed as a bank ATM site in 1999. The property is currently not being operated as an ATM site. Due to the size of the property its highest and best use will be as an ATM

site or small kiosk operation. Development of the parcel would be limited for commercial purposes. The property is currently classified and taxed as commercial.

**7.007: O'Reilly Hospitality VIII-Joplin TPS, LLC:** This parcel is an estimated 1.69 acres, which was fully developed as a hotel in 2004. The hotel is currently operated as a Marriot Hotel. No current conditions within the parcel or conditions of the structure cause it to be in need of redevelopment or contribute to unsafe conditions. The property is currently classified and taxed as commercial.

## EXHIBIT 3 PHOTOS OF FIELD INSPECTION OF CURRENT CONDITIONS



**CURRENT STORM WATER DRAINAGE-WEST OF RICHARD JOSEPH BLVD**



**STORM WATER DRAINAGE NORTH OF 44TH STREET**



**UNDEVELOPED AREA NORTH OF 44TH STREET-REFLECTS NEED OF FILL**



**UNDEVELOPED AREA EAST OF RICHARD JOSEPH BLVD SOUTH**



**EROSION OF OPEN-DITCH STORM WATER DRAINAGE**



**EROSION OF OPEN-DITCH STORM WATER DRAINAGE WEST OF RICHARD JOSEPH BLVD**



**FRONTAGE ALONG 1-44/RICHARD JOSEPH BLVD-REFLECTS AREA NEEDING FILL**



**STORM WATER RUNOFF**

## EXHIBIT 4 OF BLIGHT STUDY
## EGIS ENVIRONMENTAL JURISDICTION REQUEST AND SUMMARY OF AREA CONDITIONS




EGIS, Inc.
Environmental & GIS Consulting
314 South Main
Bentonville, AR 72712
479/271-9252

# Waters of the U. S. / Wetland Delineation Permitting Proposal

# Rangeline / Silver Creek Project

**Prepared For:**

**Steele Development**
**Four State Homes**
**Joplin, Missouri**

Prepared: December 2012
Project Number: 3235.10
Property Type: Commercial/Recreational
Location: Silver Creek
City: Joplin
County: Newton
State: Missouri

**EGIS JOB #3235.1**

## INTRODUCTION

EGIS was retained by Steele Development Company to conduct a field investigation on a site in Joplin, Missiouri, bordering Interstate 44 and Rangeline Road. The site investigation took place on November 27 and 30 and December 18 and 19, 2012. EGIS was initially provided a site location map by Anderson Engineering., the civil engineer consultant (CEC). The information presented in this report should be provided to the Little Rock District, Corps of Engineers (COE), requesting a jurisdictional verification and authorization procedures prior to disturbance of the area.

This report summarizes potential waters of the United States (US), including wetlands observed during the field investigation. This assessment utilized the three-parameter approach as outlined in the ***1987 Federal Manual for Identifying and Delineating Jurisdictional Wetlands*** (US Army Corps of Engineers, Waterways Experiment Station) along with the Interim Regional Supplement for the Eastern Mountains and Piedmont Region. In addition to the *1987 Wetlands Manual*, determinations for other jurisdictional waters of the US were made based on definitions and guidance found in the Code of Federal Regulations (33 CFR 328.3) as well as various other Corps of Engineers (COE) regulatory guidance letters and materials. The COE administers Section 404 of the Clean Water Act (§404), which regulates the discharge of dredged, or fill material into waters of the US. The COE is the regulatory authority that makes the final determination regarding the extent of regulated area on a project area. **The findings and conclusions of this report are based on limited field investigations and available information and do not include any other environmental constraint factors that may be present and which may impact residential, commercial, or industrial uses.**

General walk-over and preliminary site investigations, following the three-parameter approach for identifying wetlands, were performed on the property. EGIS recorded detailed information at six (6) data points regarding the hydrology, vegetation and surface soils of the site. Preliminary wetland determinations were marked in the field with pink "wetland" flagging the wetlands perimeter and red wire flags were used at the Data Pit locations. A site location map is provided as Appendix A. An aerial photograph of the site is contained in Appendix B. Topographic information was with EGIS wetland and stream investigation information was overlaid and is located in Appendix C. Routine field data forms are recorded in Appendix D. Appendix E contains the NRCS soil information. Site photographs are provided in Appendix F and resumes of wetland scientists who performed this assessment are supplied in Appendix G.

**SITE DESCRIPTION AND LAND USE**

The tract of land investigated is located along the south side of I-44 and west of Rangline Road in Joplin, Newton County Missouri containing approximately 130 acres. Commercial property is located North, East, and West of the property. The south side of the property is bordered by residential area. The vegetation on the site mainly existed as regrowth scrubby areas with American sycamore, box elder, black willow, green ash, hackberry, American elm, cottonwood, blackberry, sumac, grapevine, honey suckle, trumpet creeper, carex species, and Juncus species. Silver Creek is the main drainage way the flows across the site from the northeast to the southwest. Other drainage ways confluence with this stream via culverts entering the property from offsite from the west, north and east. A total of 6 streams or drains totaling 7550 lineal feet and four wetland areas totaling 2.67 acreas were mapped on the site.

**PERMITTEE**

The permittee for this project is:

Mr. Kevin Steele
Steele Development.
Four State Homes
620 McConnell
Joplin, Missouri 64801

EGIS will serve as the **Agent** on behalf of Mr. Steele in this request for jurisdictional verification and permit authorization coordination with the COE.

**HYDROLOGY**

Site hydrology is influenced by overland storm flow and on-site streams and drainage ways. Drainage appears to flow primarily from the northwest and northeast and east to Silver Creek; then in a southerly then westerly direction and exits the site along the south site boundary. Silver Creek averages approximately 25-30 feet in width and flows south and west approximately 3681 feet through the eastern and southern portion of the property. The drainageway area from 6 drainage ways within the 130-acre parcel totals an estimated 7550 lineal feet. At the time of the wetland investigation, Silver Creek and the main tributaries contained flowing water.

A breakout of the drainage way lengths and wetland areas is as follows:

| **Drainage way** | **Length (feet)** |
|---|---|
| Stream 1 | 3681 ft |
| Stream 2 | 2406 ft |
| Stream 3 | 2046 ft |
| Stream 4 | 519 ft |
| Stream 5 | 605 ft |
| Stream 6 | 294 ft |
| Total | 7550 ft |

**Wetland Area (acres)**

Area # 1 0.86

Area # 2 0.01

Area # 3 1.70

Area # 4 0.70

Total 2.67

## VEGETATION[1]

The on-site vegetative community was mostly dominated by scrubby overgrowth comprised of American sycamore, box elder, black willow, green ash, hackberry, American elm, cottonwood, eastern red cedar, blackberry, sumac, grapevine, honey suckle, trumpet creeper, Carex species, and Juncus species, fescue, broom sedge, and foxtail.

Grasses included fescue (*Festuca arundinacea*, FAC-), vetch (*Vicia sativa*, FACU), broom sedge (*Andropogon virginicus*, FAC-), foxtail (*Setaria glauca*, FAC. Wetland vegetation on the site included black willow (*Salix nigra*, OBL), green ash (*Fraxinus pennsylvanica*, FACW) and sycamore

1 Facultative wetland plants, FACW, have a probability of 67-99% of occurring in wetlands. Facultative plants, FAC, have an estimated probability of 33-67% of occurring in both wetlands and non-wetlands. Facultative upland plants, FACU, occur more often in nonwetlands, while obligate upland plants, UPL, rarely occur in wetlands. The addition of a plus (+) or minus (-) to the indicator

(*Platanus occidentalis*, FACW-), American elm (Ulmus Americana, FACW-), box elder (Acer negundo, FACW), smartweed (*Polygonum pensylvanicum*, FACW), sedges (*Carex spp.*, FACW), and softstem bulrush (*Juncus effusus*, FACW+).

**SOILS**

According to the "Soil Survey, Newton County, Missouri", the NRCS has mapped the site as containing Nixa-Clarksville (3-20 % slope); Nixa very gravelly silt loam (3-8 % slope); Cedargap gravelly silt loam (1-3 % slope); Cedargap gravelly silt loam (1-3 % slope frequently flooded) and keeno gravelly silt laom 3-8 % slope frequently flooded) soils. EGIS conducted a soil test pit survey that included observing soil characteristics in 6 pits. These test pits were hand-dug to a minimum depth of 18 inches using a sharpshooter shovel. EGIS did not verify nor refute the originally mapped NRCS soil types through this field investigation. The EGIS investigation observed both similar and differing soils to those described above.

The NRCS describes the soils as follows:

Nixa-Clarksville (3-20 % slope)

Nixa very gravelly silt loam (3-8 % slope)

Cedargap gravelly silt loam (1-3 % slope)

Cedargap gravelly silt loam (1-3 % slope frequently flooded)

Keeno gravelly silt loam 3-8 % slope frequently flooded) soils. Greater details of these soil types is provided in the Appendix E of this report.

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status further differentiates the likelihood of a plant occurring in a wetland or non-wetland. If a species does not occur in wetlands in any region, it is not on the USFWS National *List of Plant Species That Occur in Wetlands*, p. 8-9.

EGIS observed soils varying from very dark (10 YR 2/1 and 2/2 and 10YR 5/8 mottles), which is comparable to the Cedargap soils the described Summit and Leaf soils, to fairly light soils (10 YR 4/4 and 10YR 4/3) similar to the Nixa soils described as occurring in the general location of the site (see Appendix D). The majority of dark soils were associated with the low lying wetland areas and along drainage ways.

**CONCLUSIONS**

It is EGIS's professional opinion that approximately 7550 lineal feet of drainage ways and 2.67 acres of wetlands exist on this site. A proposed commercial development is proposed for the property that will involve modifications to the existing waters of the United States on the property, however, plans are being developed which will result in the recreation of enhanced aquatic habitats that will result in a net gain of functions and values of wetlands and onsite stream habitats. The property owner is requesting jurisdictional verification. Therefore, due to the possibility of future commercial development activities, a significant portion or all of the described regulated areas could be impacted. Resulting impacts would be from filling portions of the wetlands and redirecting portion of drainage ways to create enhanced lotic habitats.

All waters of the US on this site appear to be adjacent to Silver Creek; however, the COE will make the final determination as to the presence of waters of the U.S. and any possible permit requirements.

It is also EGIS's recommendation to initiate early coordination efforts with other regulatory agencies regarding obtaining clearances for other possible environmental factors such as endangered

species or historic properties, which could impact the progression of the project. Such agencies include the US Fish and Wildlife Service and the State Historic Preservation Office.

Activities on a specific project which impact regulated waters of the US may be authorized by the COE with a particular permit. Depending on the particular COE District, a number of authorization procedures, or permit actions are possible for a project. However, two basic types of permits exist which are commonly applied by the COE to projects impacting regulated areas - Nationwide Permits (NWP) and Individual Permits (IP). *Nationwide Permits* have been developed for projects which meet specific criteria and are deemed to have minimal impact on the aquatic environment. NWP's exist which authorize various activities in regulated areas, such as utility crossing, maintenance work and construction operations. NWPs are processed with minimal governmental scrutiny and conditions. In general, NWPs are normally issued in a two to four month time period. An *Individual Permit* is required for a project that does not fall into one of the specific NWP or is deemed to have significant environmental impacts. The IP process is more involved than the NWP process. An IP is processed with more governmental and public scrutiny and conditions. In general, IPs are normally issued in a four to six month time period. Due to unforeseen complicating factors, both NWPs and IPs can exceed normal processing time estimates.

The NWP permits are activity-specific with terms and conditions to ensure that these activities result in minimal adverse effects on the aquatic environment."[2] As a result of the new and modified issuances, less acreage and linear footage can be impacted on projects and still qualify for a NWP. Projects containing FEMA designated 100-year floodplains are further restricted. Generally, some of the limitations for NWP qualifications are: maximum wetland impact acreage limit is 0.5 acre;

maximum stream impact is 300 linear feet; the project must avoid or minimize impacts where practicable - compensatory mitigation will likely be required to offset waters of the US losses; vegetative buffers must be established and maintained on non-impacted streams or open water areas; and the project meets all general conditions of the NWPs. If any of the limits are exceeded or the general conditions are not met, the project will be subjected to the individual permit process.

**REQUEST FOR JURISDICTIONAL VERIFICATION AND AUTHORIZATION PROCEDURES**

In order that the Client may proceed with work as planned, a jurisdictional determination and specific authorization procedures by the Little Rock District, COE concerning this wetland delineation are respectfully requested. As the Client's Agent, we respectfully request all information from the COE (and other regulatory agencies) be delivered to EGIS as expediently as possible.

The jurisdictional reply and other relevant information should be sent to:

EGIS, Inc. – Environmental Consulting
Attn: EGIS Job No. 3235.1
314 South Main Street
Bentonville, AR 72712

# EXHIBIT 5 OF BLIGHT STUDY
# RESUME OF PRINCIPAL INVESTIGATOR
# RESUME OF EXPERIENCE
# DARRELL GROSS

**EDUCATION:** BS Degrees in Political Science, Business Administration, Accounting, School of the Ozarks, Made the Dean's List for 3 of 4 years, graduated with a 3.7 GPA. Was student intern in Circuit City Manager training program for two years. Graduate work in Public Administration and Economics, Missouri State University.

**PROFESSIONAL EXPERIENCE:**

- **Elected County Assessor of Taney County**: Undertook reassessment of County prior to State Mandated Reassessment.
- **Manufacturing Business**: Assisted Brother in building a boat trailer manufacturing company in Mountain Home, AR. Served as CFO and Sales Manager. Was with the company from the beginning and assisted the company through rapid growth. Brother sold the business for $5 million.
- **Director of Community & Economic Development**: Served a five county region in central Missouri through the Council of Local Governments. Assisted communities with economic development and community development issues and programs. Also served as Director of the regions Small Business Administration Certified Development Company, packaging and underwriting SBA 504 loan debentures.
- **Economic Development Loan Officer**: Served as a loan officer for United Savings & Loan specializing in SBA, USDA, HUD, and other government backed loan programs. Served 27 branches.
- **Senior Vice President:** Served as Senior Vice President of commercial lending for Landmark Banks. Company had 64 branches in Missouri and Illinois. Was leading producer of commercial loans among all branches.
- **Adjunct Professor of Finance**: Served for 11 years as Adjunct Professor of Finance at Washington University Engineering Graduate School. Assisted the University in applying for a grant through the Department of Education for a special grant to develop a program to offer a joint degree in engineering and project management and finance. The concept was to train engineers in the area of project finance to broaden their skills and career opportunities. Program was renewed for ten years by the Department of Education. Developed and taught the finance classes for students. Students learned how to underwrite a project from various finance structures, including tax backed bonds, revenue bonds, and public/private partnerships through the program. During tenure at Washington University, graduated 75 students with a Masters degree in Project Management and Finance. Served on all Master's Thesis committees. Three of the graduates work at the World Bank as underwriters on public projects funded by the World Bank. This was a part time position and was done while operating a private consulting business.
- **Consulting Business:** Since 1989 has owned and operated Gross & Associates an economic development and real estate development consulting business. Has assisted various communities and private developers with economic development projects. Specializes in Tax Increment Financing, Special Taxing Districts, and other incentive programs. Specializes in rural or small town economic development projects and plans.

  During the years of providing consulting services to governmental entities and to private developers has developed or assisted in the development of 28 TIF Plans or projects serving as financial advisor, and or drafting of a plan. Has developed and the advisor on the creation of 39 Community Improvement Districts and serves as operations advisor on 28. Have assisted as financial advisor on three Transportation Development Districts, serve as operations advisor on two. Have prepared three city comprehensive plans.

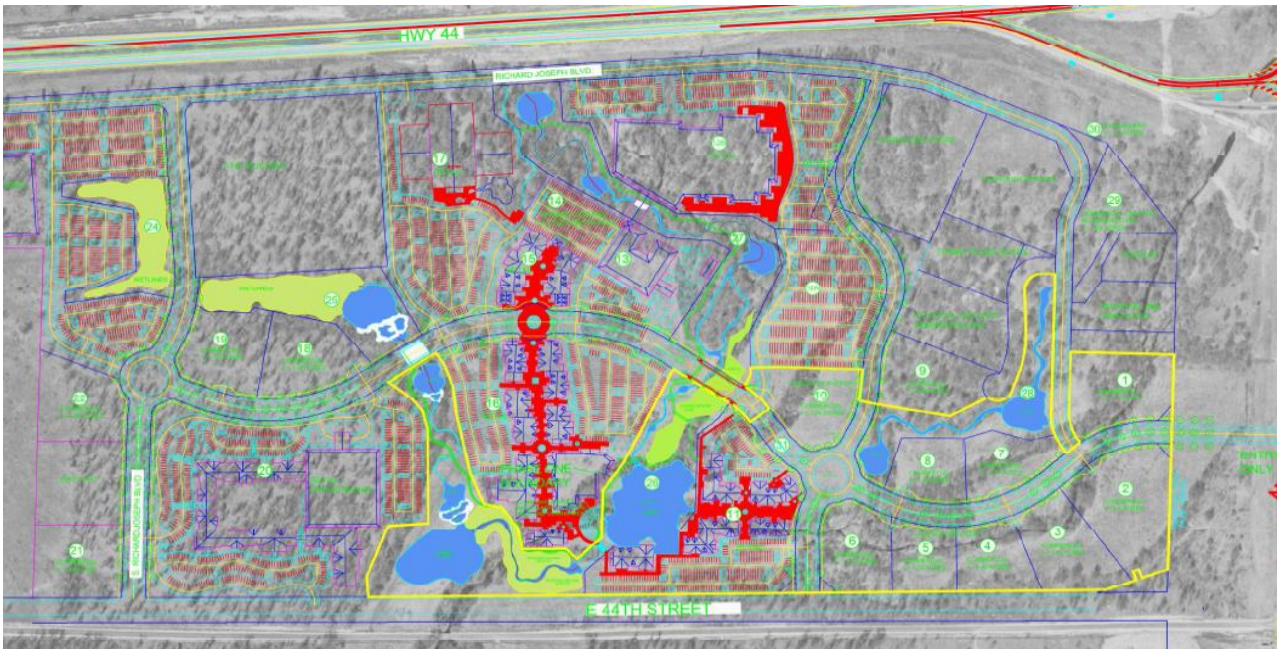
**PROFESSIONAL DESIGNATIONS AND HONORS:**

- Outstanding Young Men of America
- Certified Business Counselor
- Certified International Financier
- Outstanding International Business Leader
- Small Business Administration: Financial Advocate Award, State of Missouri
- Harry S. Truman Congressional Award

## EXHIBIT C

# Hope Valley Research & Conservation Park

### PROPOSED PLAN FOR DEVELOPMENT




## MISSION STATEMENT

**"A PLAN FOR THE MITIGATION OF STREAMS AND WETLANDS TO ALLOW FOR THE INSTALLATION, RESEARCH AND DEVELOPMENT OF RENEWABLE ENERGY SOURCES WITHIN THE PARK, WHICH WILL SERVE THE COMMERCIAL AREA AND ALLOW FOR THE RESEARCH AND DEVELOPMENT OF VARIOUS RENEWABLE ENERGY SOURCES AND METHODS. CONCURRENTLY, THE DEVELOPMENT PLAN WILL CREATE AN URBAN CONSERVATION AREA IN THE IN THE RESTORATION OF THE STREAMS AND WETLANDS TO MORE NATURAL FLOW, VEGETATION, AND WILDLIFE HABITAT. THE PARK WILL PROVIDE A RESTORED AND PRESERVED NATURAL ENVIRONMENT FOR THE ENJOYMENT OF THE GENERAL PUBLIC WHILE PROVIDING A RESEARCH AREA FOR NEW RENEWABLE ENERGY SOURCES."**

**Hope Valley Development Group, Inc.**

# SUMMARY

The principals of Hope Valley Development Group, Inc., have spent the past two years planning the development of the estimated 133 acres of property, which they have under contract to purchase and develop. The development of the property is hindered and prohibited under the Clean Water Act, which the Corp of Engineers controls the development of streams and wetlands, which the property has 7,550 linear feet of streams and an estimated 2.67 acres of wetlands. In order to develop the property the developers must submit a plan for mitigation, for the area, which could include the purchase of "mitigation credits" from a designated "Mitigation Bank" within the region, or a plan to develop the area with the streams and wetlands as part of the development plan. The Developer engaged the services of EGIS Environmental of Bentonville, Arkansas to assist them in the planning process. It was determined that buying mitigation credits and filling in or encasing the streams and wetlands would be the least expensive cost to the developer and it would yield them more developable property. However, the Developer have elected, after much study and evaluation, to develop the area as an Urban Conservation Area, and combine it with being a research park for the development and research of renewable energy. This decision did not come easily and certainly mounted much more responsibility on the Developer and will slow the development of the Area, but the Developer has determined that the benefit to the environment, the economy, the community, and the sustainability of the development will be greatly enhanced in the end.

# DEVELOPING THE AREA BY BUYING MITIGATION CREDITS

As stated above, the Developer had the choice of buying "mitigation credits" rather than mitigate the area. The formal name of a "mitigation credit" is an "IN-LIEU-FEE" according to the Clean Water Act.

**WHAT IS A IN-LIEU-FEE**

An ILF program conducts wetland, stream, or threatened or endangered species habitat restoration, creation, enhancement, or preservation activities. Unlike banks, ILFs may perform various environmental enhancement activities throughout a watershed rather than at one particular site. ILF programs establish a similar agreement to a mitigation bank agreement, but the sites are not always completely constructed prior to the environmental impacts taking place. Once enough money is received by the ILF program, the ILF program implements the project in that watershed.

In order to develop the area and purchase credits the Develop would have to purchase the credits from an approved Mitigation Bank, which is defined below:

**WHAT IS A MITIGATION BANK**

A mitigation bank is a large-scale mitigation site, which is approved through the Federal Clean Water Act, and other state programs. Each mitigation bank has a formal agreement between the bank sponsor and the Federal regulatory agencies. The agreement details the number of credits the bank can generate, the types of habitat the mitigation bank intends to create, restore, or enhance, the agreement also explains the long-term management mechanism, which will be utilized to ensure the site, is protected in perpetuity. In mitigation banking, infrastructure developers buy credits from a bank sponsor before any impacts occur. These credits satisfy the regulatory Agency requirements for compensatory mitigation

The mitigation bank sponsor bears the risk once a credit is sold. The developer is relieved of any further mitigation responsibility when they purchase credits from a mitigation bank. This lowers project costs as well as risks. The mitigation bank sponsor is responsible for maintaining the bank site as described in the agreement between the bank sponsor and the regulatory Agencies.

# COST OF MITIGATION CREDITS AND DEVELOPMENT OF THE PROPERTY:

EGIS Environmental currently operates and manages a large Mitigation Bank in the Region. They have estimated that the cost of buying the credits would be an estimated $1.75 to $2.5 Million. This would allow the Developer to develop the area with open-ditch storm water areas within the stream and wetland areas, or fill in the areas and create detention areas underground or relocate them within the property. This approach would also yield the Developer an estimated additional 12 acres for development. It is estimated that the cost of the mitigation credits and the cost of creating the detention areas would be an estimated $3.25 million to $4 million. The additional acres yield for development would also provide the Developer with an estimated benefit of 14 more acres to develop, which would yield enough additional revenue to the Developer to fund the $3.25 to $4 million in cost, however due to the current conditions of the Area the Corp of Engineers will not approve the credits.

# BASES FOR MITIGATING THE AREA AND DEVELOPING A RESEARCH AND URBAN CONSERVATION PARK

The decision to mitigate the area did not come lightly due to the added cost to the Developer. Extensive research was done on how the area could be developed that would have a value-added affect to the community, environment, as well as the sustainability of the development. After extensive research and discussions with various environmental agencies, companies, universities and colleges it was determined that the area could be developed both as a conservation haven to preserve and restore the natural streams, vegetation, and wildlife of the area, and be developed as a research park for renewable energy, in addition to providing recreational activities for the general public. The concept of renewable energy was derived from discussions with the various companies, agencies, and colleges that the biggest hindrance in the United States for the development of renewable energy was the cost of converting existing commercial structures once they are constructed to renewable energy, plus most renewable energy sources by themselves do not eliminate a conventional energy sources, in addition to renewable energy., Since the development of the 127 acres has not started, the opportunity to use the development as a test, model, and research area for the commercial implementation of renewable energy was very compelling. Visits with various companies indicated a strong interest in being a part of developing the area with renewable energy in order to have a “test model” for other commercial developments nationwide that would be commercially viable and cost effective. The cluster of significant commercial users in an area would provide the ability to for an renewable energy company install various forms of renewable energy to serve the area and reduce the cost of operations for the businesses within the area, reduce carbon emissions, and provide the ability to research and test the viability of sustainable renewable energy in new commercial developments. In order to have enough area for the installation of renewable energy sources, such as solar, geothermal, and wind additional area must be committed within the Park beyond the normal mitigation area. The Developer has obtained permission from the Corp or Engineers to allow the installation of some of the renewable energy infrastructure within the Park area. Conventional sources and utilities will not be allowed. With the additional space being needed for the infrastructure, the Park has been planned to include extensive habitat areas for wildlife and vegetation, as well as walking trails within the Park. The Developers believe the added cost to the development will yield significant benefit to the community and the environment and spur additional investment from energy companies, all of which combined will make the development and area sustainable for decades to come.

# PLANS FOR DEVELOPMENT AND FUNDING OF THE PARK

Specific plans and details of the plan were prepared by EGIS Environmental. A series of maps and plans are attached as **Exhibit A** to this Plan. The Developer has secured the commitment of Crowder College to prepare a master plan for the development of the research park and the renewable energy components. The Developer has also received the commitment of the Franklin Technical School, operated by the Joplin School District, to provide the labor to construct the wildlife habitat structures, which they plan to use recycled material from the Joplin Tornado to construct the structures. Installation of LED lighting is planned for all of the streetlights within the development. The Developer is in negotiations with the National Audubon Society to own and manage the Research Park. The Developer believes that various grants and tax credits will be available which could reduce the project cost burden to the Taxing Districts under the TIF Plan. Grants or Tax Credits totaling an estimated $3.5 million has been identified and targeted, thus if obtained or approved for these targeted Grants or Tax Credits will reduce the Reimbursable Project cost from an estimated $17.2 million to an estimated $13.7 million.

# MARKETING THE PARK TO RENEWABLE ENERGY COMPANIES AND INVESTORS

It is the policy of the State of Missouri and the United States to reduce carbon emissions caused by fossil fuel energy sources. Energy consumed by commercial and residential buildings constitutes the largest emission of carbon gases in the country. Congress has since 1982 provide an investment tax credit for the investment in renewable energy sources, which will reduce carbon emissions. While the current tax credit of 30% for the investment in commercial renewable energy generation expires on December 31, 2013, a tax plan has been developed by Senator Max Baucus, Chairman of the Senate Budget Committee for the revision of the credit in 2017 to 20%, but also an extension of the existing credit through 2016. It is anticipated that the credit, in some form will be renewed. Research indicates that it would be viable to invest in a renewable energy generation and supply system within the area if the Park was constructed and the area was available to install the needed systems to provide renewable energy. The availability of the Federal tax credits could make the investment commercially viable. It is anticipated that once the Park is approved Crowder College would work with various companies to plan the Park who may be interested in investing in and constructing the renewable energy system or systems within the Park. This would elevate the Joplin Area and the State of Missouri as being on the cutting edge of renewable energy research and development.

# PROPOSED TAX CREDITS AND GRANTS

Hope Valley Development Group, Inc. proposes to explore and seek assistance in the capital funding, or operations of the Park by pursuing all Federal, State, or private grants, and Federal and State Tax Credits now available or could be available in the future. Crowder College and Missouri Southern University have agreed to assist in identifying and assisting with such programs. Any funds received from grants or the value of tax credits received would reduce the Reimbursable Project Cost of the Redevelopment Plan.

# ESTIMATED COST OF ACQUISITION AND DEVELOPMENT OF THE PARK

Following is an estimate of the cost to acquire the property and develop the Park in accordance with the Corp of Engineers permit. The projected value of tax credits or grants shown below, which would reduce the cost to the TIF for the Park cost.

| | | | |
|---|---|---|---|
| **MITIGATION COST-RESEARCH CONSERVATION PARK** | | | |
| Mitigation Cost-Construction | | | $2,155,000 |
| Walking Trails-Habitat-Landscaping-Professional Fees | | | $2,000,000 |
| Cost of Mitigation property | 23.77 | $171,100.00 | $4,067,047 |
| **TOTAL MITIGATION COST** | | | **$8,222,047** |

| | | |
|---|---|---|
| **ESTIMATED VALUE OF TAX CREDITS OR GRANTS WHICH WOULD REDUCE REIMBURSABLE PROJECT COST** | | |
| Estimated Reduction in Park Capital Cost | 43% of total Cost | $3,535,400 |
| **REVISED REIMBURSABLE PROJECT COST OF PARK WITH TAX CREDITS OR GRANTS** | | **$4,604,345** |

PERCENTAGE REIMBURSABLE PROJECT COST IS REDUCED WITH TAX CREDITS-22%

NOTE: Projected amounts of Tax Credits or Grants are an estimate using certain tax credit or grant programs guidelines. Actual amounts could be more or less. Application of any tax credit or grant will be subject to approval by the organization or entity submitted to for approval. No assurances are being made that any tax credit or grant will be approved, but the Developer will aggressively pursue any and all outside funding in order to reduce Cost to the TIF, which benefits the Developer and the Taxing Districts.

**ATTACHMENTS:** **CORP OF ENGINEERS PERMIT**
**MITIGATION/PARK CONSTRUCTION PLANS (See Exhibit I)**

## CORP OF ENGINEERS PERMIT

DEPARTMENT OF THE ARMY PERMIT

Permittee: Mr. Kevin Steele, Steele Development, LLC

Permit No.: **2012-00438**

Issuing Office: Department of the Army
Little Rock District
PO Box 867
Little Rock, Arkansas 72203-0867

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description: **The development will include roads, commercial and retail establishments, associated infrastructure, and an enhancement scheme for the green space to include mitigation for impacts to waters of the United States. Enhancements include preserving and creating wetlands, restoring sinuosity to streams, and maintenance of a buffer zone. Impacts include placement of an estimated 2,120 linear feet of Silver Creek and two tributaries in an underground culvert, placement of fill into approximately 625 linear feet of stream, relocation of approximately 3,089 linear feet of stream for stream habitat enhancement, placement of fill into approximately 1.34 acres of wetlands to create retail space, impoundment of 0.40 acres of wetlands and associated dredging of 0.07 acres of wetlands to create a lake, conversion of approximately 0.08 acres of wetlands to stream habitat, creation of approximately 0.09 acres of shading impact to a wetland at a road crossing, and enhancement of 1.38 acres of wetlands. The project shall be constructed as shown on the enclosed drawings, Sheets 1 through 13 of 13, dated November 2013.**

**This is an unusual mitigation site in that a considerable portion of the mitigation area contains a sewer line and therefore cannot be deed-restricted. Due to the potential that future maintenance on the sewer line will cause an adverse impact to the area, the integral nature of the mitigation area as a whole, the presence of a walking trail throughout the area, lack of a deed restriction for portions of the mitigation site, and the calculated mitigation credits generated, the project is considered to have the appropriate amount of mitigation credits. There are no surplus mitigation credits associated with this project.**

Project Location: **The project is located in Silver Creek, associated tributaries, and wetlands, in the SE 1/4 of section 24, T. 27 N., R. 33 W., Joplin, Newton County, Missouri.**

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on **December 31, 2016**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is enclosed if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

**1. The permittee shall complete the submitted Functions and Values Assessment dated June 27, 2013, in its entirety, prepared by EGIS Inc., on behalf of Steele Development, LLC. In summary, the plan requires:**

**a. Enhancement of 1.38 acres of existing low quality wetlands with new native vegetation including both woody and herbaceous hydrophytic plants. These wetlands will receive wildlife nesting structures, vegetative food plantings, and brush piles for wildlife habitat.**

**b. Creation of 3.7 acres of new wetlands which will be planted with native woody and herbaceous hydrophytic vegetation. These wetlands will receive wildlife nesting structures, vegetative food plantings, and brush piles for wildlife habitat.**

**c. Removal of an approximately 335-linear-foot concrete lined drain on Stream 1 and replacement with a natural channel design, including new stream habitat via the creation of numerous riffle/pool complexes and new varied substrate.**

**d. Creation of approximately 860 linear feet of new stream channel, which will be enhanced with sinuosity, riffle/pool complexes, wetland fringes, and a 25-foot-wide buffer along the sides, to be planted with native vegetation.**

**e. Restoration of approximately 4,420 linear feet of existing stream channel, which will restore sinuosity, establish riffle/pool complexes and wetland fringes, and include a 25-foot-wide buffer along the sides, to be planted with native vegetation.**

**f. Construction of a fish ramp at the southwestern portion of the property to allow aquatic life passage over an existing weir.**

**g. Construction of approximately 3,960 linear feet of a 6-foot-wide walking trail and approximately 23 park benches, and placement of educational kiosks and wood duck, small bird, and bat nesting boxes throughout the buffer area. The walking trail will be pervious and composed of organic or recycled products.**

**2. Monitoring reports on the mitigated area shall be submitted annually by December 31 for a period of 5 years following completion of the required mitigation. Site monitoring shall be accomplished as discussed in the enclosed Regulatory Guidance Letter (RGL) No. 08-03.**

**3. A perpetual deed restriction (copy enclosed) shall be placed on the mitigation area specified within Special Condition No. 1 to guarantee its preservation. A certified copy of the deed restriction, as well as a copy of this Department of the Army permit, shall be recorded with the Registrar of Deeds in Newton County, Missouri. It is your responsibility to attach to the deed restriction a clear map and legal description of the mitigation site based on a survey performed by a registered professional land surveyor. Documentation of the deed restriction recording shall be provided to the Corps of Engineers, Regulatory Division, Enforcement Branch Chief no later than 120 days from the date of issuance of this permit.**

**4. The mitigation areas may not be converted to another use including, but not limited to: clearing, logging, bushhogging, mowing, spraying with herbicides, filling, leveling, draining, dumping, construction of any structure (other than for wildlife enhancement or environmental education) or any other activity that would adversely impact the natural state of the area without obtaining a revision of this Department of the Army permit.**

**Proposed natural resource management, wildlife enhancement, or environmental education activities involving alteration of these mitigation sites must have prior written approval from the Corps of Engineers, Regulatory Division, Enforcement Branch.**

**5. All components of the required mitigation proposal shall be implemented immediately following the discharge of the authorized fill material.**

**6. You shall plant native tree, shrub and herbaceous species that are adapted to the existing climatic and soil conditions and purchased within the same geographic region as the project site. You shall control non-native invasive species that appear within the mitigation site. Control shall be removal by hand or use of an approved herbicide.**

**7. Your responsibility to complete the required compensatory mitigation as set forth in Special Conditions Nos. 1 - 6 shall not be considered fulfilled until you have demonstrated mitigation success and have received written verification from the Corps of Engineers, Regulatory Division, Enforcement Branch.**

**8. Should future maintenance of an existing sewer line in portions of the planned mitigation area be required, there will be mandated habitat restoration to the pre-maintenance conditions. For example, in the rare event that excavation is required within the sewer easement, then excavated soil would be stock-piled and reconstituted in a fashion that would provide the best media for revegetation once the maintenance is completed. This will involve replanting of any disturbed vegetation, wildlife habitat or signage. Sewer entrance points within the mitigation area will be required to have bolt-down manhole covers.**

**9. If a previously unknown cultural resource site is encountered during work authorized by this permit, the permittee shall immediately contact the Corps of Engineers, Regulatory Division, Enforcement Branch Chief and avoid further impact to the site until assessment by State and Federal cultural resource specialists is complete and the Corps has verified that the requirements of 33 Code of Federal Regulations (CFR) Part 325, Appendix C, and 36 CFR Part 800 have been met. Cultural resource sites include prehistoric and historic archeological sites, and areas or structures of cultural interest that occur in the permit area.**

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).

c. Significant new information surfaces which this office did not consider in reaching the

original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions: General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

(PERMITTEE) (DATE) 12/2/2013

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Pursuant to the direction from Colonel Courtney W. Paul, District Engineer:

M. Elaine Edwards 12/19/2013

M. Elaine Edwards (DATE)
Chief, Regulatory Division

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

## HOPE VALLEY RESEARCH AND CONSERVATION PARK PLAN

### Mitigation Construction Plans

## SEE EXHIBIT I OF THIS PLAN

**Copies of the Conservation Park Map and Construction Plans are attached as Exhibit I of this Plan, due to the size. Construction Plans have been approved by the Corp of Engineers.**

# EXHIBIT D
# "BUT FOR" ANALYSIS & DEVELOPERS AFFIDAVIT

| TOTAL PROJECT COST FOR RPA-1<br>REIMBURSABLE ALLOCATION | PUBLIC QUANTITY | UNIT QUANTITY | COST PER UNIT | TOTAL PROJECT COST | TOTAL DEVELOPER PORTION | TOTAL TIF REIMBURSABLE COST | |
|---|---|---|---|---|---|---|---|
| Land Acquisition Cost | 30.59 | 75.39 Acres | $171,100 | $12,899,229 | $7,665,280 | $5,233,949 | * |
| Building Construction Cost | | 162,000 Sq Ft | $150 | $24,300,000 | $24,300,000 | $0 | |
| Site Improvement Cost | | 1,233,619 Sq Ft | $2.00 | $4,694,738 | $2,467,238 | $2,227,500 | * |
| Marketing Cost-Commissions-Advertising | | | | $5,200,000 | $5,200,000 | | |
| Street & Utility Construction | | | | $4,687,500 | | $4,687,500 | * |
| Landscaping/Engineering/Planning/Permits/Testing | | | | $853,250 | | $853,250 | |
| Mitigation Cost-Construction | | | | $2,155,000 | | $2,155,000 | |
| Walking Trails/Mitigation Professional fees | | | | $2,000,000 | | $2,000,000 | |
| **TOTAL** | | | | **$56,789,717** | **$39,632,518** | **$17,157,199** | |
| **COST SHARE PERCENTAGE** | | | | **100%** | **70%** | **30%** | |

| RETURN ON INVESTMENT ANALYSIS RPA-1 | | | | |
|---|---|---|---|---|
| **ADJUSTMENTS TO PROJECT COST TO DETERMINE COST FOR LAND ONLY** | | | **NO TIF** | **WITH TIF** |
| ADJUSTMENT FOR INVESTMENT IN LAND ONLY-REMOVE BUILDING COST | | | ($24,300,000) | ($24,300,000) |
| ADJUST COMMISSIONS AND MARKETING-LAND ONLY | | | ($3,500,000) | ($3,500,000) |
| EXTRA LAND-NOT DEVELOPED-BUT REQUIRED TO PURCHASE OUTSIDE OF RPA 1 ALL IN RPA II | 16.48 | ACRES | ($2,819,728) | ($2,819,728) |
| TOTAL ADJUSTMENTS FOR LAND ONLY INVESTMENT | | | ($30,619,728) | ($30,619,728) |
| **REVISED INVESTMENT LAND ONLY** | | | **$26,169,989** | **$9,012,790** |
| COST PER ACRE -LOTS 1-12A RPA-1 | 28.32 acres | | $924,082 | $318,248 * |
| COST PER SQUARE FOOT-LOST 1-12A RPA-1 | 1,233,619 SQ FT | | $21.21 | $7.31 |
| PROJECTED SELLING PRICE PER SQUARE FOOT LOTS 1-12A RPA-1 | | | $11.50 | $11.50 |
| **PROFIT OR LOSS PER SQUARE FOOT** | | | **($9.71)** | **$4.19** |
| **PROJECTED PROFIT OR LOSS RPA-1 TOTAL SALES LOTS 1-12A-LAND ONLY** | | | **($11,983,368)** | **$5,173,831** |

***(See Exhibit G-2 for detail listing of Lots 1-12A of RPA-1, and Exhibit H for a Map of Lots 1-12A of RPA-1)**

# "BUT FOR ANALYSIS"

The TIF Act requires as a condition of approval of any Redevelopment Project by the City is to determine and verify that the project would not occur without the assistance provide by the TIF. The purpose of TIF Assistance is to provide funding to assist in a Redevelopment Project. If a redevelopment project is economically feasible for private investors to undertake, fund, and still make a profit, then the City should not provide TIF Assistance. The burden is on the Developer to provide evidence to the City that the project is not viable without the assistance.

This analysis has been done to provide evidence to the City that the project would not be economically viable without the assistance provided by the TIF. Assumptions were made using current area land values. In order to measure the land values the Total Project Cost, as provided in **Exhibit E** was adjusted to remove the projected building cost, and marketing cost to reflect only the investment in land and all land improvement cost including the needed public improvements, and cost of removing all identified blighted conditions, and site work. This was done in order to determine return on investments using area land values as a measurable benchmark. The analysis reveals the Developer would have a total of $26.1 million in total cost to develop 28.32 acres of land to be sold or developed, after adjustments shown above. The net cost per acre would be $924,082 or $21.21 per square foot. This cost per acre exceeds the selling price of some of the most desirable commercial property in Joplin and the region, and provides no margin of profit to pay a return on investment or financing cost to fund the project until the property is sold or developed. The projected average selling price per square foot is estimated at $11.50 per square on a weighted average. The analysis reveals that without the TIF assistance the Developer would lose an estimated $12 million on the investment, not including financing cost. In **Exhibit E** other possible outside funding was revealed and discussed, which totaled an estimated $4 million. Even with 100% of the possible outside, funding obtained by the Developer, the project would still not be economically feasible, since the total loss on investment would still be an estimated $8 million. This analysis demonstrates without any question that the project is not financially feasible without the assistance of the TIF.

Even, with the TIF, the Developer will still be required to invest the estimated $26.1 million into the project, but with the TIF assistance, the Developer could recoup the reimbursable project cost, which will provide the Developer with a modest profit, assuming the Developer can cause the Area to develop as planned and proposed. The Developer has provided an affidavit stating that the project is not viable without the TIF. The Developer has also provided a letter evidencing the viability of financing the project.

# DEVELOPER AFFIDAVIT AND EVIDENCE OF FINANCING

Great Southern Bank

**Rocky E Williams**
**Assistant Vice President**
1710 E. 32nd Street
Joplin, MO 64804
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Phone (417) 832-3170 Toll Free (800) 725-6690
Fax (855) 432-0766

December 20, 2013

Hope Valley Development Group, Inc.
Attn: Kevin L. Steele
2702 Richard Joseph Blvd. Ste. 106
Joplin, MO 64804

Kevin L. Steele:

I have reviewed your redevelopment plans and potential financing request for Hope Valley Redevelopment Project located in Joplin, MO. This is a project that Great Southern Bank ("Lender") would be very interested in further discussing with you. Any future commitment to lend on this project will first be subject to full underwriting and due diligence by Lender and approval by the Great Southern Bank Loan Committee. This letter does not set forth all the terms and conditions of a future credit facility but rather is only an outline, in summary format, of the major points of understanding which will begin to form the basis of a credit facility.

**Oral or unexecuted agreements or commitments to loan money, extend credit or to forebear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (Borrower(s)) and us (Lender) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

I am looking forward to working with you on this project. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Rocky E. Williams
Assistant Vice President

MEMBER FDIC

# AFIDAVIT

STATE OF MISSOURI )
)ss
COUNTY OF Newton )

The undersigned Hope Valley Development Group, Inc. (the "Developers"), hereby attest as follows:

1. They have a contact to acquire certain real property located within the City limits of Joplin, Missouri, legally described and attached as Exhibit A.

2. On December 27, 2013, the Developers submitted a project proposal to the Tax Increment Financing Commission of the City of Joplin requesting the rights to develop the property in accordance with the proposal submitted and to negotiate a development agreement with the TIF Commission and the City of Joplin, where by a share of the new tax increments may be captured to fund excessive cost to redevelop the property described herein.

3. Without the financial assistance of the Tax Increment Financing Commission of the City of West Joplin, it is not reasonably anticipated that the Developers would undertake and complete the commercial development described in the project proposal.

By: _____
Hope Valley Development Group, Inc.

**IN WITNESS WHEREOF**, Before has appeared Kevin L. Steele, known to me personally and/or has provided me sufficient documentation to confirm his identity and to be the person so authorized to sign this document. I have hereunto subscribed my name and affixed my official seal this 27 day of December, 2013.

By: _____
Notary Public

My commission expires: Jan 23, 2017

MELISSA LIVINGSTON
Notary Public – Notary Seal
STATE OF MISSOURI
Jasper County
My Commission Expires Jan 23, 2017
Commission #13438690

# EXHIBIT A OF AFFIDAVIT

TRACT 1
A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER AND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY OF 44TH STREET, NORTH 89°53'40" 372.00 FEET, TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, NORTH 01°39'16" EAST, 633.73 FEET; THENCE 258.17 FEET ALONG A 470.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARS NORTH 17°23'22" EAST A DISTANCE 0F 254.94 FEET; THENCE 307.09 FEET ALONG A 530.03 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARS NORTH 16°31'35" EAST, 302.81 FEET; THENCE NORTH 86°22'07" EAST, 651.02 FEET; THENCE NORTH 03°37'53" WEST, 630.00 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°22'07" EAST, 980.19 FEET, THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 542.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 3475.95 FEET; THENCE SOUTH 22°38'19" WEST, 277.82 FEET; THENCE SOUTH 67°23'07" EAST, 462.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE 181.73 FEET ALONG A 422.17 FOOT A RADIUS CURVE TO THE LEFT WITH A CHORD BEARING NORTH 01°49'44" WEST, 89.56 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE NORTH 01°20'12" WEST, 54.66 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., SOUTH 01°28'08" WEST, 1148.22 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT THREE (3) COURSES; THENCE SOUTH 46°22'28" WEST, 13.04 FEET; THENCE SOUTH 89°23'23" WEST, 2111.49 FEET; THENCE SOUTH 89°53'40" WEST, 940.90 FEET, TO THE POINT OF BEGINNING. CONTAINING 97.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 2
A SURVEY OF A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 274.98 FEET; THENCE LEAVING SAID WEST LINE, NORTH 89°53'40" EAST, 312.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°39'16" WEST, 274.98 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET, SOUTH 89°53'40" WEST, 312.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.97 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 3
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET, NORTH 89°53'40" EAST, 1312.90 FEET; THENCE CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, NORTH 89°23'23" EAST, 2190.62 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD. AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 43°35'28" WEST, 13.77 FEET; THENCE NORTH 01°28'08" EAST, 288.92 FEET; THENCE NORTH 46°23'30" EAST, 21.21 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 43RD STREET; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 88°36'30" EAST, 335.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, SOUTH 01°28'37" WEST, 217.46 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE OF 44TH STREET FOR THE NEXT SIX (6) COURSES; THENCE SOUTH 70°07'10" WEST, 94.33 FEET; THENCE NORTH 19°52'50" WEST, 33.00 FEET; THENCE SOUTH 70°07'10" WEST, 20.00 FEET; THENCE SOUTH 19°52'50" EAST, 33.00 FEET; THENCE SOUTH 69°07'10" WEST, 140.98 FEET; THENCE SOUTH 89°23'33" WEST, 102.48 FEET TO THE POINT OF BEGINNING. CONTAINING 2.22 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 4
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 360.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 322.15 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 322.76 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 88°30'36" EAST, 349.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD AND THE POINT OF BEGINNING. CONTAINING 2.59 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 5
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44, SOUTH 36°20'42" EAST, 393.62 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 5.05 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°35'17" WEST, 190.89 FEET; THENCE SOUTH 27°35'33" WEST, 136.17 FEET; THENCE SOUTH 01°24'42" WEST, 51.78 FEET; THENCE SOUTH 35°14'29" WEST, 101.28 FEET; THENCE NORTH 88°35'43" WEST, 42.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 01°28'08" EAST, 294.51 FEET; THENCE CONTINUING ALONG AN EXTENSION OF SAID EAST RIGHT-OF-WAY LINE, NORTH 22°34'12" EAST, 300.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 AND THE POINT OF BEGINNING. CONTAINING 1.94 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 6
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT SIX (6) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 461.57 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 67°25'39" EAST, 192.31 FEET; THENCE SOUTH 36°20'42" EAST, 11.66 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 22°34'12" WEST, 203.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE 321.85 FEET ALONG A 210.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, NORTH 21°25'28" WEST, 291.25 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 7
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 574.98 FEET; THENCE CONTINUING

ALONG SAID WEST LINE, NORTH 01°39'16" EAST, 1253.19 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF INTERSTATE 44, NORTH 86°22'07" EAST, 2088.16 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 03°46'03" EAST, 602.93 FEET; THENCE NORTH 86°13'57" EAST, 460.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE SOUTH 69°09'55" EAST, 60.02 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF KANAN AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°35'28" EAST, 64.85 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, SOUTH 67°24'41" EAST, 348.00 FEET; THENCE SOUTH 22°38'19" WEST, 103.17 FEET; THENCE SOUTH 67°23'07" EAST, 328.86 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID RIGHT-OF-WAY, SOUTH 01°31'13" WEST, 5.31 FEET; THENCE SOUTH 89°48'54" EAST, 60.03 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 41ST STREET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE FOR THE NEXT THREE (3) COURSES; THENCE NORTH 01°49'44" WEST, 39.97 FEET; THENCE 97.21 FEET ALONG A 60.00 FOOT RADIUS CURVE TO THE RIGHT, WHOSE CHORD BEARS, NORTH 44°35'15" EAST, 86.92 FEET; THENCE SOUTH 88°59'45" EAST, 41.97 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD., NORTH 01°28'08" EAST, 60.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 41ST STREET AND THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT-OF-WAY LINE OF 41ST STREET FOR THE NEXT TWO (2) COURSES; THENCE 143.03 FEET ALONG A 120.00 FOOT RADIUS CURVE TO THE LEFT WHOSE CHORD BEARS, SOUTH 56°51'28" WEST, 134.71 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, NORTH 22°39'18" EAST, 129.64 FEET; THENCE SOUTH 67°22'52" EAST, 114.16 FEET, TO THE WEST RIGHT-OF-WAY LINE OF SAID RICHARD JOSEPH BLVD.; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°28'08" WEST, 2.83 FEET TO THE POINT OF BEGINNING. CONTAINING 0.09 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 8
A SURVEY OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI BEING A PORTION OF THE PROPERTY DESCRIBED IN THE NEWTON COUNTY, MISSOURI RECORDER'S OFFICE IN BOOK 340 AT PAGE 8259, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01°39'16" EAST, 574.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1192.93 FEET, TO THE SOUTH RIGHT-OF-WAY OF RICHARD JOSEPH BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 86°22'07" EAST, 363.66 FEET; THENCE 62.83 FEET ALONG A 40.00 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 48°37'53" EAST, 56.57 FEET, TO THE WEST RIGHT-OF-WAY OF A PUBLIC STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY, SOUTH 03°37'53" EAST, 557.43 FEET; THENCE 301.20 FEET ALONG A 469.97 FOOT RADIUS CURVE TO THE RIGHT WITH A CHORD BEARING SOUTH 14°46'00" WEST, 296.07 FEET; THENCE 291.12 FEET ALONG A 530.00 FOOT RADIUS CURVE TO THE LEFT WITH A CHORD BEARING SOUTH 17°23'24" WEST A DISTANCE OF 287.47 FEET; THENCE SOUTH 01°39'16 WEST, 60.61 FEET; THENCE SOUTH 89°53'40" WEST, 312.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 11.21 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 10
A TRACT OF LAND BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45'33" EAST, 1315.22 FEET; THENCE NORTH 01°31'09" EAST, 1868.19 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID RIGHT-OF-WAY, NORTH 86°14'00" EAST, 2089.72 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 03°46'00" WEST, 60.00 FEET,

TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE SOUTH RIGHT-OF-WAY OF JOSEPH BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY, NORTH 86°14'00" EAST, 300.95 FEET; THENCE SOUTH 85°28'34" EAST, 346.39 FEET; THENCE SOUTH 79°51'09" EAST, 53.58 FEET, TO THE NORTHWESTERLY RIGHT-OF-WAY OF KANAN AVENUE; THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 22°26'05" WEST, 531.63 FEET; THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY, SOUTH 86°14'00" WEST, 461.00 FEET; THENCE NORTH 03°46'00" WEST, 540.72 FEET, TO THE POINT OF BEGINNING; CONTAINING 7.08 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TRACT 11

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 24; THENCE NORTH 89°45’33” EAST 1315.22 FEET; THENCE NORTH 01°39’16” EAST 1869.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 HIGHWAY; THENCE NORTH 86°22’07” EAST ALONG SAID RIGHT-OF-WAY 2395.08 FEET; THENCE SOUTH 85°20’27” EAST ALONG SAID RIGHT-OF-WAY 353.62 FEET; THENCE SOUTH 79°43’02” EAST ALONG SAID RIGHT-OF-WAY 131.00 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY AND ALONG EAST RIGHT-OF-WAY OF KANAN AVENUE IF EXTENDED, SOUTH 22°34’55” WEST 541.74 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID EAST RIGHT-OF-WAY SOUTH 67°24’41” EAST 348.00 FEET; THENCE SOUTH 22°38’19” WEST 64.85 FEET; THENCE NORTH 67°24’41” EAST 347.95 FEET TO THE AFOREMENTIONED EAST RIGHT-OF-WAY; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 22°35’28” EAST 64.85 FEET TO THE POINT OF BEGINNING; CONTAINING 0.52 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

ADDITIONAL TRACT

COMMENCING AT A FOUND RAILROAD SPIKE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST; THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 40.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 44TH STREET; THENCE CONTINUING ALONG SAID WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, NORTH 01°39'16" EAST, 1828.17 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF INTERSTATE 44 FOR THE NEXT FIVE (5) COURSES; THENCE NORTH 86°22'07" EAST, 2395.08 FEET; THENCE SOUTH 85°20'27" EAST, 353.62 FEET; THENCE SOUTH 79°43'02" EAST, 240.82 FEET; THENCE SOUTH 67°25'39" EAST, 653.88 FEET; THENCE SOUTH 36°20'42" EAST, 405.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, SOUTH 01°25'53" WEST, 682.34 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE, NORTH 88°36'37" WEST, 349.81 FEET TO THE EAST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD.; THENCE CONTINUING SOUTH ALONG SAID WEST RIGHT-OF-WAY LINE OF RICHARD JOSEPH BLVD TO THE NORTH RIGHT-OF-WAY LINE OF 43 RD STREET, THENCE EAST ALONG SAID 43 RD STREET TO THE WEST RIGHT-OF-WAY LINE OF RANGELINE ROAD, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF RANGELINE TO THE POINT OF BEGINNING.. CONTAINING 1.88 ACRES MORE OR LESS. ALL LYING IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 33 WEST, IN THE CITY OF JOPLIN, NEWTON COUNTY, MISSOURI. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE.

TOTAL ESTIMATED ACRES TO BE PURCHASED: 126.68

# EXHIBIT E
# PROJECT AREA I PROJECT COST

| TOTAL RPA-I PROJECT COST<br>REIMBURSABLE ALLOCATION | UNIT<br>QUANTITY | COST PER<br>UNIT | TOTAL<br>PROJECT<br>COST | TOTAL<br>DEVELOPER<br>PORTION | TOTAL TIF<br>REIMBURSABLE<br>COST | |
|---|---|---|---|---|---|---|
| Land Acquisition Cost | 75.39 Acres | $171,100 | $12,899,229 | $7,665,280 | $5,233,949 | * |
| Building Construction Cost | 162,000 Sq Ft | $150 | $24,300,000 | $24,300,000 | $0 | |
| Site Improvement Cost | 1,233,619 Sq Ft | $2.00 | $4,694,738 | $2,467,238 | $2,227,500 | * |
| Marketing Cost-Commissions-Advertising | | | $5,200,000 | $5,200,000 | | |
| Street & Utility Construction | | | $4,687,500 | | $4,687,500 | * |
| Landscaping/Engineering/Planning/Permits/Testing | | | $853,250 | | $853,250 | |
| Mitigation Cost-Construction | | | $2,155,000 | | $2,155,000 | |
| Walking Trails/Mitigation Professional fees | | | $2,000,000 | | $2,000,000 | |
| **TOTAL** | | | **$56,789,717** | **$39,632,518** | **$17,157,199** | |
| **COST SHARE PERCENTAGE** | | | **100%** | **70%** | **30%** | |
| **POSSIBLE COST REDUCTIONS TO TIF REIMBURSABLE COST-Tax Credits or Grants** | | | | | ($3,535,480) | * |
| **TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST** | | | | | **6%** | |
| City of Joplin providing a portion of Transpiration Sales Tax to assist in paving of 44th Street | | | | | ($500,000) | * |
| **TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST** | | | | | **1%** | |
| **TOTAL POSSIBLE REDUCTION IN TIF REIMBURSABLE PROJECT COST** | | | | | **($4,035,480)** | |
| **PERCENTAGE OF OUTSIDE FUNDING POSSIBLE** | | | | | **7%** | |
| **POSSIBLE REVISED PROJECT COST** | | | **$56,789,717** | **$39,632,518** | **$13,121,719** | |
| **POSSIBLE REVISED COST SHARE PERCENTAGE** | | | **100%** | **70%** | **23%** | |

***LAND ACQUISITION COST:** A total of 30.50 acres, or 41% of the total land acquired will be used for public purposes; 6.82 acres for street right of way, and 23.77 for the Conservation Park/Mitigation Area. An estimated 16.48 acres is within RPA-II and will not be developed in RPA-I

***SITE IMPROVEMENT COST**: The TIF reimbursable portion is for imported fill cost to raise the site in areas that are low, including streets and right of way areas. Non-reimbursable portion is final grading cost of developed lots.

***STREET & UTILITY CONSTRUCTION:** Cost is for all interior streets, and for the widening of 44th Street along that portion fronting RPA-1

*** TAX CREDITS AND & GRANTS:** The Conservation Park will provide additional public benefits to the Area and the Community, and thus may qualify for assistance from various private, State or Federal Grants, and State and Federal tax credits. The Developer has identified various programs, which would reduce the total TIF Reimbursable Cost by an estimated $3,535.480, if approved, which would reduce the TIF Reimbursable Cost to 24%.

***CITY TRANSPORTATION SALES TAX:** The TIF Reimbursable Expenses includes all site work to widen 44th Street, including fill. Possible use of a portion of the City of Joplin Transportation Sales Tax not captured by the TIF is proposed to be used for funding the cost of paving only for 44th Street. The City will generate an estimated $2.2 million from the Transportation Sales Tax during the term of the TIF, above that portion captured by the TIF. Utilization of a portion of the new funds, above that part captured by the TIF, is proposed to be used since 44th Street will be impacted by other development in the Area besides the Project.

**PERCENTAGE OF PROJECT COST FUNDED BY TIF:** The total project cost, which is proposed to be funded by TIF revenues totals between 23% and 30%, as, reflected above. The City of Joplin policy for TIF projects is the total cost to be funded by TIF Revenue is no more than 15%. Two factors needs to be considered in this project in order to allow for and justify a variance from policy. The Developer is proposing to create a CID, which will impose an added 1% sales tax within the Redevelopment Area, and will commit 100% of the revenue to repay project cost. This added revenue accounts for 26% of the total projected revenue for the project. The added revenue actually reduces the project cost being funded from existing tax revenue to 17.5% to 22.5% from the 23% and 30% calculations as shown above. Additionally, a significant portion of the project cost is in the Mitigation cost, as required by the Corp of Engineers. A significant portion of the Mitigation Area is within RPA-II, thus the cost for RPA-II should be reduced, and the activation of RPA-II will provide additional revenue to repay the cost.

## INVENTORY OF ALL PROPERTY WITHIN REDEVELOPMENT AREA
## (See Exhibit A-1 for Map and Parcel Details)

| PARCEL # | OWNER | STATUS | TOTAL | RPA I | RPA II | RPA III |
|---|---|---|---|---|---|---|
| 6.000 | Kanan & Joseph | VACANT | 115.69 | 41.61 | 74.08 | |
| 6.001 | Varni, LLC | MICROTEL | 1.32 | 1.32 | | |
| 6.002 | Economic Security Corp | HEAD START | 2.34 | | 2.34 | |
| 6.003 | Joseph Properties | VACANT | 1.88 | 1.88 | | |
| 6.004 | Triangle Ind Park | SS OFFICE | 2 | 2 | | |
| 6.005 | Telecom Venture | AT&T | 9.24 | | | 9.24 |
| 7.000 | Kanan & Joseph | VACANT | 1.94 | 1.94 | | |
| 7.001 | Cracker Barrel | REST | 3.35 | 3.35 | | |
| 7.003 | Furniture Row | FURNITURE | 4.13 | 4.13 | | |
| 7.004 | FazWest Prop | FAZOLI'S | 1 | 1 | | |
| 7.005 | Kanan & Joseph | SHOPPING CENTER | 7.08 | | 7.08 | |
| 7.006 | Kanan & Joseph | ATM | 0.09 | 0.09 | | |
| 7.007 | O'Reilly Hosp | MARRIOTT | 1.69 | 1.69 | | |
| **TOTAL** | | | **151.75** | **59.01** | **83.5** | **9.24** |

## LISTING OF PROPERTY TO BE ACQUIRED BY DEVELOPER
## (See Exhibit A-1 for Map and Parcel Details)

| PARCEL # | OWNER | CURRENT USE | TOTAL | RPA I | RPA II |
|---|---|---|---|---|---|
| 6.000 | Kanan & Joseph | VACANT | 115.69 | 41.61 | 74.08 |
| 6.003 | Joseph Properties | VACANT | 1.88 | 1.88 | |
| 7.000 | Kanan & Joseph | VACANT | 1.94 | 1.94 | |
| 7.005 | Kanan & Joseph | SHOPPING CENTER | 7.08 | | 7.08 |
| 7.006 | Kanan & Joseph | ATM | 0.09 | 0.09 | |
| **TOTAL** | | | **126.68** | **45.52** | **81.16** |

## LISTING OF ACREAGE TO BE USED FOR PUBLIC PURPOSES

| PUBLIC USE | TOTAL | RPA I | RPA II |
|---|---|---|---|
| Right of Way | 12.27 | 6.82 | 5.45 |
| Park-Mitigation | 23.77 | 6.4 | 17.37 |
| Monument | 1.94 | 1.94 | |
| **TOTAL** | **37.98** | **15.16** | **22.82** |

| | TOTAL | RPA I | RPA II |
|---|---|---|---|
| **NET DEVELOPABLE LAND DEVELOPER WILL DEVELOP** | **88.7** | **30.36** | **58.34** |

## EXHIBIT F

# ESTIMATED "BASELINE" OF REDEVELOPMENT AREA

## PROPERTY TAX LEVIES AS PER NEWTON COUNTY CLERK

| TAXING DISTRICTS | COMMERCIAL CLASSIFICATION | RESIDENTIAL CLASSIFICATION | PERCENTAGE OF TOTAL LEVY |
|---|---|---|---|
| Newton County Fair | $0.0100 | $0.0100 | 0.2250% |
| Newton County Health Department | $0.0500 | $0.0500 | 1.1248% |
| Newton County Mental Health | $0.0825 | $0.0825 | 1.8559% |
| Joplin Special Road District | $0.2194 | $0.2194 | 4.9355% |
| County SUR-TAX | $0.4000 | $0.0000 | * |
| Joplin School District | $3.6600 | $3.6600 | 82.3342% |
| City of Joplin | $0.4234 | $0.4234 | 9.5247% |
| **TOTAL** | **$4.8453** | **$4.4453** | 100.0000% |

**(* County Sur-Charge is the paid to all taxing districts by the County Collector on a prorated basis based on each district's percentage of the total levy. County Sur-Charge and State Property tax levy is not captured by the TIF)**

## SALES TAX LEVIES AS PER MISSOURI DEPARTMENT OF REVENUE

| DISTRICT | TAX LEVY |
|---|---|
| City of Joplin | 2.625% |
| Newton County | 1.125% |
| **TOTAL SALES TAX LEVY IN REDEVELOPMENT AREA** | **3.750%** |

The above tax levies are the locally imposed tax levies within the Redevelopment Area. Only local tax levies are subject to capture by the TIF District. The County Sur-Charge is not captured by the TIF, since it is a substitution for the "Merchants and Manufacturers inventory assessment, which is personal property. Personal property is exempt from collection by the TIF. All taxes generated from the assessed value of personal property within the Redevelopment Area will be collected by the taxing districts.

## CURRENT ASSESSED VALUE OF THE REDEVELOPMENT AREA ESTIMATED BASELINE

| PROJECT AREA I TAX PARCEL # | COMMERCIAL CLASSIFICATION | RESIDENTIAL CLASSIFICATION | TOTAL |
|---|---|---|---|
| 05-6.0-24-000-000-006.000 | | $21,805 | $21,805 |
| 05-6.0-24-000-000-006.001 | $302,270 | | $302,270 |
| 05-6.0-24-000-000-006.003 | | $39,290 | $39,290 |
| 05-6.0-24-000-000-006.004 | $193,210 | | $193,210 |
| 05-6.0-24-000-000-007.000 | | $11,650 | $11,650 |
| 05-6.0-24-000-000-007.001 | $416,930 | | $416,930 |
| 05-6.0-24-000-000-007.003 | $734,210 | | $734,210 |
| 05-6.0-24-000-000-007.004 | $112,320 | | $112,320 |
| 05-6.0-24-000-000-007.006 | $14,240 | | $14,240 |
| 05-6.0-24-000-000-007.007 | $639,840 | | $639,840 |
| **TOTAL ASSESSED VALUE FOR RPA I** | **$2,413,020** | **$72,745** | **$2,485,765** |

| PROJECT AREA II TAX PARCEL # | COMMERCIAL CLASSIFICATION | RESIDENTIAL CLASSIFICATION | TOTAL |
|---|---|---|---|
| 05-6.0-24-000-000-007.005 | $420,710 | | $420,710 |
| 05-6.0-24-000-000-006.000 | | $21,805 | $21,805 |
| 05-6.0-24-000-000-006.002 | $0 | | $0 |
| **TOTAL ASSESSED VALUE FOR RPA II** | **$420,710** | **$21,805** | **$442,515** |

| PROJECT AREA III | COMMERCIAL | RESIDENTIAL | TOTAL |
|---|---|---|---|
| 05-6.0-24-000-000-006.005 | $325,250 | | $325,250 |
| **TOTAL ASSESSED VALUE FOR REDEVELOPMENT AREA** | **$3,158,980** | **$115,330** | **$3,253,530** |

## CURRENT ESTIMATED ANNUAL TAXABLE SALES IN REDEVELOPMENT AREA ESTIMATED BASELINE

| PROJECT AREA | AMOUNT |
|---|---|
| PROJECT AREA I | $9,000,000 |
| PROJECT AREA II | $1,500,000 |
| PROJECT AREA III | $0 |
| PROJECT AREA IV | $0 |
| **TOTAL TAXABLE SALES IN REDEVELOPMENT AREA** | **$10,500,000** |

Above estimated "Baselines" are the estimated values which tax levies will be applied to determine taxes taxing districts will continue to collect during term of TIF and will not be subject to capture.

**(* The above assessed values were obtained from the Newton County Assessor as of the 2013 tax year. The taxable sales are estimates only obtained from the City of Joplin. Upon approval of the Redevelopment Plan, the Newton County Assessor will certify the assessed value as of the date the Plan is approved and the Joplin Municipal Director of Finance will certify the taxable sales tax collected as of the prior year from the date the Plan was approved.)**

# EXHIBIT G

## COST BENEFIT ANALYSIS AND FISCAL IMPACT STUDY AS PER SECTION 99.810.1 (5) OF THE REDEVELOPMENT ACT

As required under the provisions of Section 99.810.1(5) of the Redevelopment Act a "cost benefit analysis" has been prepared showing the cost and benefit and the fiscal impact to each taxing district within the Redevelopment Area, both if the Redevelopment Plan is adopted and if no TIF is implemented. The information for this analysis and study was obtained from the tax records of the Newton County Assessor, City of Joplin, and the Developer. Please see the bases and the assumptions listed with each segment of this Analysis/Study.

### EXHIBIT G-1
### FIVE-YEAR ANALYSIS OF THE GROWTH IN ASSESSED VALUE AND TAX LEVIES IN REDEVELOPMENT AREA

It was determined, and verified, by the Newton County Assessor that no construction or new development occurred during the tax years between 2008 and 2012, the most recent five-year period. This period was studied to determine an historic growth rate for the Redevelopment Area in its current condition.

Following is an analysis of the historic growth rates of assessed values and property tax rates within the Redevelopment Area. The information was obtained from the assessed values reported for each parcel within the Redevelopment Area as per the Newton County Assessors records. Values were obtained for 2008 and 2012 for a five-year comparison. The tax levy rates were obtained from the Newton County Clerk for tax years 2008 and 2012. Calculations were made, and confirmed, to determine the total property taxes for each parcel. The total taxes for each parcel in 2008 was subtracted from the total taxes for 2012 to determine the total increase over a five year period, then that total was divided by five to determine the annual average increase in taxes for each parcel. The assessed value varied parcel to parcel.

The property tax rate for 2008 was subtracted from the property tax rate in 2012 to determine the total increase over the five years, that total was divided by five to determine the annual average increase. The annual growth rate of the tax levy is the same for each parcel, since the tax levy is applied to each parcel.

### CHANGES IN OF LOCAL PROPERTY TAX LEVIES COLLECTED BY CURRENT TAXING DISTRICTS WITHIN THE REDEVELOPMENT AREA 2008 & 2012

| CHANGE IN TAX LEVIES OVER FIVE YEAR PERIOD | | | 5-YEAR | ANNUAL |
|---|---|---|---|---|
| | 2008 | 2012 | GROWTH | AVERAGE |
| TAX LEVIES | $4.4262 | $4.8351 | 9.24% | 1.85% |

The annual growth rate in the property tax levy is the same for each parcel. Changes in the property tax levy are not controlled by the Redevelopment Plan. The levies are applied to the "Baseline" and the new "Increment of Assessed Value" created as a result of the Redevelopment Plan, to determine taxes to be collected by the Taxing Districts and the PILOT's to be captured by the TIF. If a District lowers its levy, they will receive less tax revenue from the "Baseline" value, or if the tax levy is increased, the Taxing District will receive more taxes from the "Baseline" value.

## GROWTH OF ASSESSED VALUE AND TAX LEVIES IN REDEVELOPMENT AREA FOR YEARS 2008 THROUGH 2012

| PROJECT AREA I<br>TAX PARCEL # | TAXES<br>2008 | TAXES<br>2012 | 5 YEAR<br>GROWTH | ANNUAL<br>AVERAGE | ANNUAL GROWTH<br>ASSESSED VALUE | ANNUAL GROWTH<br>TAX LEVY |
|---|---|---|---|---|---|---|
| 05-6.0-24-000-000-006.000 | $1,581.87 | $1,947.24 | 23.1% | 4.6% | 2.77% | 1.85% |
| 05-6.0-24-000-000-006.001 | $12,332.97 | $14,705.74 | 19.2% | 3.8% | 2.00% | 1.85% |
| 05-6.0-24-000-000-006.003 | $1,444.39 | $1,754.34 | 21.5% | 4.3% | 2.44% | 1.85% |
| 05-6.0-24-000-000-006.004 | $7,852.38 | $9,399.87 | 19.7% | 3.9% | 2.09% | 1.85% |
| 05-6.0-24-000-000-007.000 | $462.84 | $520.20 | 12.4% | 2.5% | 0.63% | 1.85% |
| 05-6.0-24-000-000-007.001 | $16,990.82 | $20,284.07 | 19.4% | 3.9% | 2.03% | 1.85% |
| 05-6.0-24-000-000-007.003 | $30,848.68 | $35,720.05 | 15.8% | 3.2% | 1.31% | 1.85% |
| 05-6.0-24-000-000-007.004 | $4,573.10 | $5,464.47 | 19.5% | 3.9% | 2.05% | 1.85% |
| 05-6.0-24-000-000-007.006 | $556.82 | $692.78 | 24.4% | 4.9% | 3.03% | 1.85% |
| 05-6.0-24-000-000-007.007 | $27,303.21 | $31,128.84 | 14.0% | 2.8% | 0.95% | 1.85% |
| **TOTAL PROJECT AREA I** | **$103,947.08** | **$121,617.60** | **17.0%** | **3.4%** | **1.55%** | **1.85%** |
| **PROJECT AREA II** | | | | | | |
| 05-6.0-24-000-000-006.000 | (ALL OF PARCEL SHOWN IN PROJECT AREA I FOR THIS ANALYSIS) | | | | | |
| 05-6.0-24-000-000-006.002 | (PARCEL IS TAX EXEMPT) | | | | | |
| 05-6.0-24-000-000-007.005 | $17,124.94 | $20,467.97 | 19.5% | 3.9% | 1.70% | 1.85% |
| **TOTAL PROJECT AREA II** | **$17,124.59** | **$20,467.91** | **19.5%** | **3.9%** | **1.70%** | **1.85%** |
| **PROJECT AREA III** | | | | | | |
| 05-6.0-24-000-000-006.005 | $17,210.59 | $20,597.91 | 19.5% | 3.9% | 1.70% | 1.85% |
| **ADJUSTMENTS (Parcels with the highest and lowest change were removed from calculations)** | | | | | | |
| 05-6.0-24-000-000-007.007 | $27,303.21 | $31,128.84 | 14.0% | 2.8% | 0.95% | 1.85% |
| 05-6.0-24-000-000-007.006 | $556.82 | $692.78 | 24.4% | 4.9% | 3.03% | 1.85% |
| **TOTAL ADJUSTMENTS** | **$27,860.03** | **$31,821.62** | **14.2%** | **2.8%** | **1.3%** | **1.5%** |
| **ADJUSTED ANNUAL GROWTH RATES** | **$110,422.23** | **$130,861.80** | **18.5%** | **3.65%** | **1.8%** | **1.85%** |

The annual growth rate of 1.8% for assessed values will be used throughout this Analysis/Study to apply to the annual growth in assessed value, both for the "Baseline" and the new "Tax Increment" resulting from the adoption of the Redevelopment Plan. The 1.85% annual growth rate for tax levies has been determined to high to apply annual throughout the 23 year period of the Analysis/Study, thus the rate has been reduced to 50% of that amount, or 0.925%. The levies of each district are approved by the voters of each District and are adjusted by action of the governing body of each district and certain cost of increase adjustments. An increase of $3,360,000 in assessed value in 2017 was added to Project Area III for the estimated value of the improvements that were abated in 2007 under the Enhanced Enterprise Zone. The projection for sales tax growth is based on a 1% annual increase in all projections.

# EXHIBIT G-2

## DEVELOPER BUILD OUT SCHEDULE FOR PROJECT AREA I

Following is a development schedule provided by the Developer, Hope Valley Development Group, Inc., for the development of Project Area I. The schedule reflects the projected year each "Lot", as shown in the Project Development Map shown in **Exhibit H** will be developed, or the common area. The years provided were used to calculate the increase in tax increments for the Analysis/Study.

## SCHEDULE OF DEVELOPMENT PROJECT AREA I

| SITE # | USAGE | ACRES | DESCRIPTION | YEAR |
|---|---|---|---|---|
| 1 | Commercial Lot | 2.11 | C-Store/Fast Food | 2016 |
| 2 | Commercial Lot | 4.69 | C-Store/Fast Food-3 Pads | 2016 |
| 3 | Commercial Lot | 1.45 | Fast Food Retail | 2017 |
| 4 | Commercial Lot | 1.24 | Retail-restaurant | 2018 |
| 5 | Commercial Lot | 1.71 | Retail | 2016 |
| 6 | Commercial Lot | 6.23 | Retail | 2017 |
| 7 | Commercial Lot | 0.98 | Retail-restaurant | 2016 |
| 8 | Commercial Lot | 0.85 | Retail-restaurant | 2017 |
| 9 | Commercial Lot | 0.86 | Retail-restaurant | 2017 |
| 10 | Commercial Lot | 1.98 | Retail | 2018 |
| 11 | Commercial Lot | 1.52 | Retail & Office | 2019 |
| 12A | Developed RPA-II | 4.7 | | 2016 |
| | STREETS | 31.05 | OPEN SPACE-STREETS | 2014-2015 |
| **TOTAL RPA-1-PROJECT-1** | | **59.37** | | **6 YEARS** |

## ESTIMATED ASSESSED VALUE FOR LAND TO BE DEVELOPED PROJECT AREA I

| SITES FOR DEVELOPMENT | | | | LAND | LAND | LAND |
|---|---|---|---|---|---|---|
| Lot# | USAGE | ACRES | DESCRIPTION | SQ FT | PRICE | VALUE |
| 1 | Commercial Lot | 2.11 | C-Store/Fast Food | 91,912 | $ 5.00 | $ 459,558 |
| 2 | Commercial Lot | 4.69 | C-Store/Fast Food-3 Pads | 204,296 | $ 5.00 | $ 1,021,482 |
| 3 | Commercial Lot | 1.45 | Fast Food/Retail | 63,162 | $ 5.00 | $ 315,810 |
| 4 | Commercial Lot | 1.24 | Retail-restaurant | 54,014 | $ 5.00 | $ 270,072 |
| 5 | Commercial Lot | 1.71 | Retail | 74,488 | $ 5.00 | $ 372,438 |
| 6 | Commercial Lot | 6.23 | Retail | 271,379 | $ 5.00 | $ 1,356,894 |
| 7 | Commercial Lot | 0.98 | Retail-restaurant | 42,689 | $ 5.00 | $ 213,444 |
| 8 | Commercial Lot | 0.85 | Retail-restaurant | 37,026 | $ 5.00 | $ 185,130 |
| 9 | Commercial Lot | 0.86 | Retail-restaurant | 37,462 | $ 5.00 | $ 187,308 |
| 10 | Commercial Lot | 1.98 | Retail | 86,249 | $ 5.00 | $ 431,244 |
| 11 | Commercial Lot | 1.52 | Retail & Office | 66,211 | $ 5.00 | $ 331,056 |
| 12A | Developed RPA-II | 4.7 | | 204,732 | $ 3.50 | $ 716,562 |
| | STREETS | 31.05 | OPEN SPACE-STREETS | 1,352,538 | | $ - |
| **TOTAL PROJECT AREA I** | | **59.37** | | **2,586,157** | | **$ 5,860,998** |

## ESTIMATED IMPROVEMENT VALUES AND TOTAL ASSESSED VALUES DEVELOPED IN PROJECT AREA I

| Lot# | USAGE | OFFICE BUILDING SQ FT | RETAIL BUILDING SQ FT | BUILDING COST SQ FT | IMPROVEMENT VALUE | TOTAL VALUE | ASSESSED VALUE |
|---|---|---|---|---|---|---|---|
| 1 | C-Store/Fast Food | | 7000 | $140 | $ 980,000 | $ 1,439,558 | $460,659 |
| 2 | C-Store/Fast Food-3 Pads | | 15000 | $140 | $ 2,100,000 | $ 3,121,482 | $998,874 |
| 3 | Fast Food/Retail | | 5000 | $140 | $ 700,000 | $ 1,015,810 | $325,059 |
| 4 | Retail-restaurant | | 5000 | $140 | $ 700,000 | $ 970,072 | $310,423 |
| 5 | Retail | | 5000 | $140 | $ 700,000 | $ 1,072,438 | $343,180 |
| 6 | Retail | 40,000 | 60000 | $140 | $ 14,000,000 | $ 15,356,894 | $4,914,206 |
| 7 | Retail-restaurant | | 5000 | $140 | $ 700,000 | $ 913,444 | $292,302 |
| 8 | Retail-restaurant | | 5000 | $140 | $ 700,000 | $ 885,130 | $283,242 |
| 9 | Retail-restaurant | | 5000 | $140 | $ 700,000 | $ 887,308 | $283,939 |
| 10 | Retail | | 5000 | $140 | $ 700,000 | $ 1,131,244 | $361,998 |
| 11 | Retail & Office | | 5000 | $140 | $ 700,000 | $ 1,031,056 | $329,938 |
| 12A | Undeveloped | | 0 | $0 | $ - | $ 716,562 | $229,300 |
| | OPEN SPACE-STREETS | | | | $ - | $ - | |
| **TOTAL RPA-1-PROJECT-1** | | **40000** | **122000** | | **$22,680,000** | **$28,540,998** | **$9,133,119** |

The assessed values above were used for the projection of tax increments for the Analysis/Study. The values were based on current assessment rates used by the Newton County Assessor.

## ESTIMATED ANNUAL SALES FOR EACH DEVELOPED LOT IN PROJECT AREA I

| Lot# | USAGE | OFFICE BUILDING SQ FT | RETAIL BUILDING SQ FT | SALES SQ FT | ANNUAL SALES |
|---|---|---|---|---|---|
| 1 | C-Store/Fast Food | | 7000 | $300 | $2,100,000 |
| 2 | C-Store/Fast Food-3 Pads | | 15000 | $300 | $4,500,000 |
| 3 | Fast Food/Retail | | 5000 | $300 | $1,500,000 |
| 4 | Retail-restaurant | | 5000 | $300 | $1,500,000 |
| 5 | Retail | | 5000 | $200 | $1,000,000 |
| 6 | Retail | 40,000 | 60000 | $200 | $12,000,000 |
| 7 | Retail-restaurant | | 5000 | $200 | $1,000,000 |
| 8 | Retail-restaurant | | 5000 | $250 | $1,250,000 |
| 9 | Retail-restaurant | | 5000 | $250 | $1,250,000 |
| 10 | Retail | | 5000 | $200 | $1,000,000 |
| 11 | Retail & Office | | 5000 | $100 | $500,000 |
| 12A | Undeveloped | | 0 | | $0 |
| **TOTAL PROJECT AREA I** | | **40000** | **122000** | | **$27,600,000** |

The estimated sales per square foot were estimates provided by the Developer and confirmed using region and area averages of similar type businesses, obtained from confidential historic records of region and area businesses at the disposal of Gross & Associates.

# EXHIBIT G-3
# IMPACT OF TIF AND SHARE OF COST TO EACH TAXING DISTRICT
# NO OUTSIDE FUNDING-100% OF REIMBURSABLE PROJECT COST
# REIMBURSABLE PROJECT COST $17,157,199 PLUS INTEREST

**TIF ENDS 2036-22 YEARS REVENUE SUFFICIENT TO PAY ALL PROJECT COST**

**CUMULATIVE TOTAL OF TAX REVENUE PAID TO TIF-LIFE OF TIF 22 YRS**

| TAX REVENUE PAID BY TAXING DISTRICTS TO TIF PROJECT AREA I ONLY ACTIVATED | PROPERTY TAX CUM-TOTAL | SALES TAX CUM-TOTAL | TOTAL ALL TAXES CUM-TOTAL | PERCENTAGE OF TOTAL TAXES |
|---|---|---|---|---|
| Newton County | $0 | $3,591,239 | $3,591,239 | **10.96%** |
| Newton County Fair | $27,139 | $0 | $27,139 | **0.08%** |
| Newton County Health Department | $135,695 | $0 | $135,695 | **0.41%** |
| Newton County Mental Health | $223,896 | $0 | $223,896 | **0.68%** |
| Joplin Special Road District | $595,429 | $0 | $595,429 | **1.82%** |
| Joplin School District | $9,932,860 | $0 | $9,932,860 | **30.31%** |
| Hope Valley CID | $0 | $8,731,498 | $8,731,498 | **26.65%** |
| City of Joplin | $1,149,064 | $8,379,557 | $9,528,621 | **29.08%** |
| **TOTAL** | **$12,064,083** | **$20,702,295** | **$32,766,377** | **100%** |

**CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT RETAINED BY TAXING DISTRICTS-NOT CAPTURED BY TIF-22 YRS**

| TAX REVENUE RETAINED BY TAXING DISTRICTS PROJECT AREA I ONLY ACTIVATED | PROPERTY TAX CUM-TOTAL | SALES TAX CUM-TOTAL | TOTAL ALL TAXES CUM-TOTAL | PERCENTAGE OF TOTAL TAXES |
|---|---|---|---|---|
| Newton County | $0 | $6,290,759 | $6,290,759 | **20.67%** |
| Newton County Fair | $21,296 | $0 | $21,296 | **0.07%** |
| Newton County Health Department | $106,478 | $0 | $106,478 | **0.35%** |
| Newton County Mental Health | $175,689 | $0 | $175,689 | **0.58%** |
| Joplin Special Road District | $467,227 | $0 | $467,227 | **1.54%** |
| Joplin School District | $7,794,208 | $0 | $7,794,208 | **25.61%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $901,658 | $14,678,438 | $15,580,096 | **51.19%** |
| **TOTAL** | **$9,466,555** | **$20,969,198** | **$30,435,753** | **100%** |

**CUMULATIVE 22 YEARS OF TOTAL OF ALL TAX REVENUE BY DISTRICT -NO TIF**

| TAX REVENUE COLLECTED BY DISTRICT 22 YEARS OF REVENUE NO TIF | PROPERTY TAX CUM-TOTAL | SALES TAX CUM-TOTAL | TOTAL ALL TAXES CUM-TOTAL | PERCENTAGE OF TOTAL TAXES |
|---|---|---|---|---|
| Newton County | $0 | $3,126,590 | $3,126,590 | **16.03%** |
| Newton County Fair | $20,436 | $0 | $20,436 | **0.10%** |
| Newton County Health Department | $102,182 | $0 | $102,182 | **0.52%** |
| Newton County Mental Health | $168,600 | $0 | $168,600 | **0.86%** |
| Joplin Special Road District | $448,374 | $0 | $448,374 | **2.30%** |
| Joplin School District | $7,479,720 | $0 | $7,479,720 | **38.34%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $865,277 | $7,295,376 | $8,160,653 | **41.84%** |
| **TOTAL** | **$9,084,590** | **$10,421,966** | **$19,506,556** | **100%** |

# IMPACT OF TIF AND SHARE OF COST TO EACH TAXING DISTRICT WITHOUT OUTSIDE FUNDING of $4,035,480 REIMBURSABLE PROJECT COST $13,121,719 PLUS INTEREST

| TIF ENDS IN 2030-16 YEARS COLLECTING PROPERTY TAX & SALES TAX | | | | |
|---|---|---|---|---|
| **CUMULATIVE TOTAL OF TAX REVENUE PAID TO TIF-LIFE OF TIF-16 YEARS** | | | | |
| **TAX REVENUE PAID BY TAXING DISTRICTS TO TIF** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **PROJECT AREA I WITH OUTSIDE FUNDING** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $2,426,235 | $2,426,235 | **11.32%** |
| Newton County Fair | $16,480 | $0 | $16,480 | **0.08%** |
| Newton County Health Department | $82,400 | $0 | $82,400 | **0.38%** |
| Newton County Mental Health | $135,960 | $0 | $135,960 | **0.63%** |
| Joplin Special Road District | $361,572 | $0 | $361,572 | **1.69%** |
| Joplin School District | $6,031,693 | $0 | $6,031,693 | **28.15%** |
| Hope Valley CID | $0 | $6,012,174 | $6,012,174 | **28.06%** |
| City of Joplin | $697,765 | $5,661,214 | $5,661,214 | **29.69%** |
| **TOTAL** | **$7,325,870** | **$14,099,623** | **$21,425,493** | **100%** |
| **CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT RETAINED BY DISTRICTS-NOT CAPTURED BY TIF-16 YEARS** | | | | |
| **TAX REVENUE RETAINED BY TAXING DISTRICTS** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **PROJECT AREA I WITH OUTSIDE FUNDING** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $4,396,524 | $4,396,524 | **28.85%** |
| Newton County Fair | $13,816 | $0 | $13,816 | **0.09%** |
| Newton County Health Department | $69,079 | $0 | $69,079 | **0.45%** |
| Newton County Mental Health | $113,981 | $0 | $113,981 | **0.75%** |
| Joplin Special Road District | $303,119 | $0 | $303,119 | **1.99%** |
| Joplin School District | $5,056,591 | $0 | $5,056,591 | **33.18%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $584,962 | $10,258,555 | $10,843,517 | **71.15%** |
| **TOTAL** | **$6,141,547** | **$14,655,079** | **$15,240,041** | **100%** |
| **CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT-NO TIF – 16 YEARS** | | | | |
| **TAX REVENUE COLLECTED BY DISTRICT** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **NO TIF IN PLACE-16 YEAR PERIOD** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $2,267,165 | $2,267,165 | **16.79%** |
| Newton County Fair | $13,368 | $0 | $13,368 | **0.10%** |
| Newton County Health Department | $66,840 | $0 | $66,840 | **0.50%** |
| Newton County Mental Health | $110,287 | $0 | $110,287 | **0.82%** |
| Joplin Special Road District | $293,296 | $0 | $293,296 | **2.17%** |
| Joplin School District | $4,892,723 | $0 | $4,892,723 | **36.24%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $566,005 | $5,290,052 | $5,856,057 | **43.38%** |
| **TOTAL** | **$9,109,590** | **$15,796,906** | **$26,862,721** | **100%** |

# EXHIBIT G-4

## PROJECTED REVENUE FROM TIF AND OTHER SOURCES TO PAY REIMBURSABLE PROJECT COST

| TIF REVENUE<br>PILOTS AND EATS CAPTURED BY TIF | ANNUAL AVERAGE | TOTAL 23 YEARS |
|---|---|---|
| PILOT's | $558,823 | $12,852,918 |
| EAT's | $729,849 | $16,786,516 |
| **TOTAL TIF REVENUE** | **$1,288,672** | **$29,639,424** |
| **CID COMMITTED REVENUE** | | |
| CID REVENUE-50% OF SALES TAX NOT CAPTURED BY TIF | $199,914 | $4,598,033 |
| **TOTAL TIF AND COMMITTED REVENUE** | **$1,488,586** | **$34,237,457** |
| **OTHER REVENUE OPTIONS** | | |
| Portion of City Transportation Sales Tax not Captured by TIF | $39,340 | $904,820 |
| **TOTAL OTHER REVENUE, TIF, AND COMMITTED REVENUE** | **$1,527,926** | **$35,142,277** |

| TOTAL REIMBURSABLE PROJECT COST | |
|---|---|
| **Reimbursable Project Cost-See Exhibit E for Details** | **$17,157,199** |
| **Projected Interest Cost-22 Years** | **$14,748,715** |
| **Total Project Cost with Interest-22 Yrs** | **$31,905,914** |
| **OUTSIDE SOURCES TO PAY PROJECT COST-CASH** | |
| Possible Grants & Tax Credits Identified Reduce Project Cost | ($3,535,480 ) |
| Interest Savings with less Project Cost-6 years less | ($6,249,816) |
| **REVISED PROJECT COST WITH OUTSIDE SOURCES OBTAINED** | **$22,120,618** |

The projections above are based on the totals generated by the TIF form the new tax increments created in accordance with the Redevelopment Plan. The other sources are beyond the normal requirement of the Redevelopment Act. In accordance with this Plan, the CID will contribute the 50% portion of their sales tax, if the CID is approved, and the tax levy is approved by the voters of the CID District. The tax credits are based on the projections of credits in the Hope Valley Research & Conservation Park Plan shown in **Exhibit C** of this Plan. The "Other Revenues", beyond the PILOT's & EAT's, listed above, proposed to assist in funding TIF Reimbursable Project Cost is subject to approval that are beyond the authority of the Redevelopment Plan. The CID must be approved by the City of Joplin by separate actions, as well as usage of the Transportation Sales tax, not captured by the TIF, and approval of any grants and tax credits must be done by the agency or organization that offers such grants and tax credits. Project Cost shown above does not include any interest cost. The more revenue available to pay project cost will reduce the interest cost and the term of repayment of the cost. The maximum term is 23 years, in accordance with the Act. The receipt of grants or tax credits will reduce the project cost, thus reducing interest cost and the term of repayment of the project cost. A year- by year proforma of TIF and Committed revenues, are provide in **Exhibit G-7.**

**EXHIBIT G-5-a NO TIF PAGE 103**

## EXHIBIT G-5-B TIF NO LEVY RENEWAL PAGE 104

## EXHIBIT G-5-b TIF NO LEVY RENEWAL PAGE 105

## EXHIBIT G-5-c TIF WITH LEVY RENEWAL PAGE 106

## EXHIBIT G-5-c TIF WITH LEVY RENEWAL PAGE 107

## DO NOT PRINT

**Exhibit G-6-a no tif property tax page 108**

**Exhibit G-6-a no tif property tax page 109**

**DO NOT PRINT**

**EXHIBIT G-6-b page 110**

**DO NOT PRINT**

**EXHIBIT G-6-b page 111**

**DO NOT PRINT**

**Exhibit G-7 PAGE 112**

**DO NOT PRINT**

**EXHIBIT H REDEVELOPMENT MAP PAGE 113**

**DO NOT PRINT**

**EXHIBIT I PAGE 114**

**DO NOT PRINT**

**EXHIBIT I PAGE 115**

**DO NOT PRINT**

**EXHIBIT I PAGE 116**

**DO NOT PRINT**

**EXHIBIT I PAGE 117**

# IMPACT OF TIF AND SHARE OF COST TO EACH TAXING DISTRICT WITHOUT OUTSIDE FUNDING of $4,035,480 REIMBURSABLE PROJECT COST $13,121,719 PLUS INTEREST

| TIF ENDS IN 2030-16 YEARS COLLECTING PROPERTY TAX & SALES TAX | | | | |
|---|---|---|---|---|
| **CUMULATIVE TOTAL OF TAX REVENUE PAID TO TIF-LIFE OF TIF-16 YEARS** | | | | |
| **TAX REVENUE PAID BY TAXING DISTRICTS TO TIF** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **PROJECT AREA I WITH OUTSIDE FUNDING** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $2,426,235 | $2,426,235 | **11.32%** |
| Newton County Fair | $16,480 | $0 | $16,480 | **0.08%** |
| Newton County Health Department | $82,400 | $0 | $82,400 | **0.38%** |
| Newton County Mental Health | $135,960 | $0 | $135,960 | **0.63%** |
| Joplin Special Road District | $361,572 | $0 | $361,572 | **1.69%** |
| Joplin School District | $6,031,693 | $0 | $6,031,693 | **28.15%** |
| Hope Valley CID | $0 | $6,012,174 | $6,012,174 | **28.06%** |
| City of Joplin | $697,765 | $5,661,214 | $5,661,214 | **29.69%** |
| **TOTAL** | **$7,325,870** | **$14,099,623** | **$21,425,493** | **100%** |
| **CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT RETAINED BY DISTRICTS-NOT CAPTURED BY TIF-16 YEARS** | | | | |
| **TAX REVENUE RETAINED BY TAXING DISTRICTS** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **PROJECT AREA I WITH OUTSIDE FUNDING** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $4,396,524 | $4,396,524 | **28.85%** |
| Newton County Fair | $13,816 | $0 | $13,816 | **0.09%** |
| Newton County Health Department | $69,079 | $0 | $69,079 | **0.45%** |
| Newton County Mental Health | $113,981 | $0 | $113,981 | **0.75%** |
| Joplin Special Road District | $303,119 | $0 | $303,119 | **1.99%** |
| Joplin School District | $5,056,591 | $0 | $5,056,591 | **33.18%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $584,962 | $10,258,555 | $10,843,517 | **71.15%** |
| **TOTAL** | **$6,141,547** | **$14,655,079** | **$15,240,041** | **100%** |
| **CUMULATIVE TOTAL OF TAX REVENUE BY DISTRICT-NO TIF – 16 YEARS** | | | | |
| **TAX REVENUE COLLECTED BY DISTRICT** | **PROPERTY TAX** | **SALES TAX** | **TOTAL ALL TAXES** | **PERCENTAGE** |
| **NO TIF IN PLACE-16 YEAR PERIOD** | **CUM-TOTAL** | **CUM-TOTAL** | **CUM-TOTAL** | **OF TOTAL TAXES** |
| Newton County | $0 | $2,267,165 | $2,267,165 | **16.80%** |
| Newton County Fair | $13,362 | $0 | $13,362 | **0.10%** |
| Newton County Health Department | $66,810 | $0 | $66,810 | **0.49%** |
| Newton County Mental Health | $110,236 | $0 | $110,236 | **0.82%** |
| Joplin Special Road District | $293,160 | $0 | $293,160 | **2.17%** |
| Joplin School District | $4,890,455 | $0 | $4,890,455 | **36.23%** |
| Hope Valley CID | $0 | $0 | $0 | **0.00%** |
| City of Joplin | $565,743 | $5,290,052 | $5,855,795 | **43.39%** |
| **TOTAL** | **$5,939,765** | **$7,557,217** | **$132,496,982** | **100%** |

# EXHIBIT G-4

## PROJECTED REVENUE FROM TIF AND OTHER SOURCES TO PAY REIMBURSABLE PROJECT COST

| TIF REVENUE<br>PILOTS AND EATS CAPTURED BY TIF | ANNUAL AVERAGE | TOTAL 23 YEARS |
|---|---|---|
| PILOT's | $558,823 | $12,852,918 |
| EAT's | $729,849 | $16,786,516 |
| **TOTAL TIF REVENUE** | **$1,288,672** | **$29,639,424** |
| **CID COMMITTED REVENUE** | | |
| CID REVENUE-50% OF SALES TAX NOT CAPTURED BY TIF | $199,914 | $4,598,033 |
| **TOTAL TIF AND COMMITTED REVENUE** | **$1,488,586** | **$34,237,457** |
| **OTHER REVENUE OPTIONS** | | |
| Portion of City Transportation Sales Tax not Captured by TIF | $39,340 | $904,820 |
| **TOTAL OTHER REVENUE, TIF, AND COMMITTED REVENUE** | **$1,527,926** | **$35,142,277** |

| TOTAL REIMBURSABLE PROJECT COST | |
|---|---|
| **Reimbursable Project Cost-See Exhibit E for Details** | **$17,157,199** |
| **Projected Interest Cost-22 Years** | **$14,748,715** |
| **Total Project Cost with Interest-22 Yrs** | **$31,905,914** |
| **OUTSIDE SOURCES TO PAY PROJECT COST-CASH** | |
| Possible Grants & Tax Credits Identified Reduce Project Cost | ($3,535,480 ) |
| Interest Savings with less Project Cost-6 years less | ($6,249,816) |
| **REVISED PROJECT COST WITH OUTSIDE SOURCES OBTAINED** | **$22,120,618** |

The projections above are based on the totals generated by the TIF form the new tax increments created in accordance with the Redevelopment Plan. The other sources are beyond the normal requirement of the Redevelopment Act. In accordance with this Plan, the CID will contribute the 50% portion of their sales tax, if the CID is approved, and the tax levy is approved by the voters of the CID District. The tax credits are based on the projections of credits in the Hope Valley Research & Conservation Park Plan shown in **Exhibit C** of this Plan. The "Other Revenues", beyond the PILOT's & EAT's, listed above, proposed to assist in funding TIF Reimbursable Project Cost is subject to approval that are beyond the authority of the Redevelopment Plan. The CID must be approved by the City of Joplin by separate actions, as well as usage of the Transportation Sales tax, not captured by the TIF, and approval of any grants and tax credits must be done by the agency or organization that offers such grants and tax credits. Project Cost shown above does not include any interest cost. The more revenue available to pay project cost will reduce the interest cost and the term of repayment of the cost. The maximum term is 23 years, in accordance with the Act. The receipt of grants or tax credits will reduce the project cost, thus reducing interest cost and the term of repayment of the project cost. A year- by year proforma of TIF and Committed revenues, are provide in **Exhibit G-7.**

**NO TIF** TIF PERIOD JULY 2014 THROUGH JUNE 2013-23 YEARS **EXHIBIT G-5-a**

# YEAR BY YEAR PROJECTIONS OF EAT's WITH NO TIF ACTIVATED ANYWHERE WITHIN REDEVEL

## ASSUMPTIONS THAT ALL CURRENT SALES TAX LEVIES CONTINUE NO TIF

| YEARS | | ANNUAL | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|---|---|
| **PROJECTED GROSS SALES OF REDEVELOPMENT AREA NO TIF ACTIVATED** | | | | | | | |
| **PROJECT AREA I** | Gross Sales | $9,000,000 | $4,500,000 | $9,090,000 | $9,180,900 | $9,272,709 | $9,365,436 |
| **PROJECT AREA II** | Gross Sales | $1,500,000 | $750,000 | $15,015,000 | $1,515,000 | $1,530,150 | $1,545,452 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$10,500,000** | **$5,250,000** | **$24,105,000** | **$10,695,900** | **$10,802,859** | **$10,910,888** |
| **THIS PROFORMA IS BEING RUN TO ILLUSTRATE THE IMPACT TO DISTRICTS COLLECTING SALES TAX WITHIN THE PROPOSED REDEVELOPMENT AREA IF T** | | | | | | | |

| PROJECTED SALES TAX REVENUE-ALL TAXES GO TO TAXING DISTRICTS-NO TIF ASSUMPTION | | | | | | | |
|---|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | | 2.625% | $137,813 | $632,756 | $280,767 | $283,575 | $286,411 |
| TOTAL SALES TAXES-**NEWTON COUNTY** | | 1.125% | $59,063 | $271,181 | $120,329 | $121,532 | $122,747 |
| TOTAL SALES TAXES-**HOPE VALLEY CID** | NOT FORMED | 1.000% | $0 | $0 | $0 | $0 | $0 |
| | **TOTAL SALES TAXES** | | **$196,875** | **$903,938** | **$401,096** | **$405,107** | **$409,158** |
| **UNDER THIS ASSUMPTION IT IS ASSUMED THE HOPE VALLEY CID WILL NOT BE FORMED.** | | | | | | | |

| YEARS | | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|---|---|---|---|---|---|
| **PROJECTED GROSS SALES OF REDEVELOPMENT AREA NOT ACTIVATED AND THE BASELINE SALES OF RPA I** | | | | | | |
| **PROJECT AREA I** | Gross Sales | $10,141,425 | $10,242,840 | $10,345,268 | $10,448,721 | $10,553,208 |
| **PROJECT AREA II** | Gross Sales | $1,673,503 | $1,690,238 | $1,707,140 | $1,724,211 | $1,741,453 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$11,814,928** | **$11,933,077** | **$12,052,408** | **$12,172,932** | **$12,294,661** |
| **THIS PROFORMA IS BEING RUN TO ILLUSTRATE THE IMPACT TO DISTRICTS COLLECTING SALES TAX WITHIN THE PROPOSED REDEVELOPMENT AREA IF T** | | | | | | |

| PROJECTED SALES TAX REVENUE-ALL TAXES GO TO TAXING DISTRICTS-NO TIF ASSUMPTION | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | 2.625% | $310,142 | $313,243 | $316,376 | $319,539 | $322,735 |
| TOTAL SALES TAXES-**NEWTON COUNTY** | 1.125% | $132,918 | $134,247 | $135,590 | $136,945 | $138,315 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**HOPE VALLEY CID** | NOT FORMED | 1.000% | $0 | $0 | $0 | $0 | $0 |
| | **TOTAL SALES TAXES** | | **$443,060** | **$447,490** | **$451,965** | **$456,485** | **$461,050** |
| **UNDER THIS ASSUMPTION IT IS ASSUMED THE HOPE VALLEY CID WILL NOT BE FORMED.** | | | | | | | |

# NO TIF

## .OPMENT AREA YEARS 2014-2037)

| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|
| $9,459,090 | $9,553,681 | $9,649,218 | $9,745,710 | $9,843,167 | $9,941,599 | $10,041,015 |
| $1,560,906 | $1,576,515 | $1,592,280 | $1,608,203 | $1,624,285 | $1,640,528 | $1,656,933 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$11,019,996** | **$11,130,196** | **$11,241,498** | **$11,353,913** | **$11,467,453** | **$11,582,127** | **$11,697,948** |
| **'HERE WAS NO TIF CREATED OR ACTIVATED.** | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| $289,275 | $292,168 | $295,089 | $298,040 | $301,021 | $304,031 | $307,071 |
| $123,975 | $125,215 | $126,467 | $127,732 | $129,009 | $130,299 | $131,602 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$413,250** | **$417,382** | **$421,556** | **$425,772** | **$430,029** | **$434,330** | **$438,673** |

| 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|---|---|
| $10,658,740 | $10,765,327 | $10,872,981 | $10,981,710 | $11,091,527 | $11,202,443 | $5,601,221 |
| $1,758,868 | $1,776,457 | $1,794,221 | $1,812,163 | $1,830,285 | $1,848,588 | $924,294 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$12,417,608** | **$12,541,784** | **$12,667,202** | **$12,793,874** | **$12,921,813** | **$13,051,031** | **$6,525,515** |
| **'HERE WAS NO TIF CREATED OR ACTIVATED.** | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| $325,962 | $329,222 | $332,514 | $335,839 | $339,198 | $342,590 | $171,295 |
| $139,698 | $141,095 | $142,506 | $143,931 | $145,370 | $146,824 | $73,412 |

| | | | | | | |
|---|---|---|---|---|---|---|
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$465,660** | **$470,317** | **$475,020** | **$479,770** | **$484,568** | **$489,414** | **$244,707** |

TIF PERIOD JULY 2014 THROUGH JUNE 2037-23 YEARS

# EXHIBIT G-5-b

City Tax Levies

# YEAR BY YEAR PROJECTIONS OF EAT's WITH TIF ACTIVATED IN PROJECT AREA I ONLY

**ASSUMPTIONS THAT CITY TRANSPORTATION TAX LEVY OF 1/2% IS NOT RENEWED BY VOTERS IN 2014 & THE PARKS AND STORM V**

| YEARS | | | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|---|---|
| **REDEVELOPMENT PROJECT AREA I ONLY** | | **ANNUAL** | **City Levy** | **City Levy** | **City Levy** | **City Levy** | **City Levy** |
| **ACTIVATED TIF AREA** | | **SALES** | **2.625%** | **2.125%** | **2.125%** | **2.125%** | **2.125%** |
| PROJECT AREA I | Projected sales | $9,000,000 | $4,500,000 | $9,090,000 | $17,780,900 | $33,958,709 | $36,798,296 |
| LESS 2013 BASE LINE | Projected Baseline Gross Sales | ($9,000,000) | ($4,500,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **NET NEW SALES IN PROJECT AREA I** | | **$0** | **$0** | **$90,000** | **$8,780,900** | **$24,958,709** | **$27,798,296** |

**RPA I WILL BE THE ONLY RPA THAT WILL BE ACTIVATED AND SUBJECT TO CAPTURE 50% OF THE INCREASE IN EAT'S OVER THE BASELINE WHAT WAS COLLE WILL COLLECT 100% OF THE EATS UP TO THE AMOUNT ESTABLISHED AS THE BASELINE. BASELINE AS USED HEREIN IS AN ESTIMATE ONLY. ACTUAL AMOU OF FINANCE AS THE AMOUNT ACTUALLY COLLECTED BY EACH TAXING DISTRICT FOR THE PRIOR YEAR AT THE TIME THE TIF IS APPROVED.**

| PROJECTED GROSS SALES OF REDEVELOPMENT AREA NOT ACTIVATED AND THE BASELINE SALES OF RPA I | | | | | | | |
|---|---|---|---|---|---|---|---|
| **PROJECT AREA I** | Baseline Sales | $9,000,000 | $4,500,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| **PROJECT AREA II** | Gross Sales | $1,500,000 | $750,000 | $1,515,000 | $1,530,150 | $1,545,452 | $1,560,906 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$10,500,000** | **$5,250,000** | **$10,515,000** | **$10,530,150** | **$10,545,452** | **$10,560,906** |

**RPA II, III, AND IV WILL NOT BE ACTIVATED, THUS THE TAXING DISTRICTS WILL CONTINUE TO COLLECT 100% OF ANY SALES TAX GENERATED FROM THOSE OF THE BASELINE SALES TAXES IN RPA-I. THE GROSS SALES NUMBERS ABOVE REFLECT THE ESTIMATED GROSS SALES FROM WHICH THE TAXING DISTRICTS**

| PROJECTED EATS WHICH THE TIF WILL CAPTURE FROM RPA I (50% OF THE INCREASE OVER THE BASELINE FOR RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $0 | $956 | $93,297 | $265,186 | $295,357 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $0 | $506 | $49,393 | $140,393 | $156,365 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $26,250 | $53,025 | $96,555 | $177,521 | $191,796 |
| **TOTAL CAPTURED BY TIF** | | | **$26,250** | **$54,488** | **$239,245** | **$583,100** | **$643,518** |

| PORTION OF RPA I SALES TAXES WHICH THE TAXING DISTRICTS RETAIN (50% OF THE INCREASE OVER BASELINE OF RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $0 | $956 | $93,297 | $265,186 | $295,357 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $0 | $506 | $49,393 | $140,393 | $156,365 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $26,250 | $53,025 | $96,555 | $177,521 | $191,796 |
| **TOTAL RETAINED BY TAXING DISTRICTS** | | | **$26,250** | **$54,488** | **$239,245** | **$583,100** | **$643,518** |

| TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS, INCLUDES ALL SALES TAX FROM RPA II, III, IV, AND BASELINE FOR | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | 2.625% | $137,813 | $276,975 | $369,714 | $542,004 | $572,581 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**NEWTON COUNTY** | 1.125% | $59,063 | $118,800 | $167,857 | $259,029 | $275,176 |
| TOTAL SALES TAXES-**HOPE VALLEY CID** (Projected to be formed) | 1.000% | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES TAXES** | | **$196,875** | **$395,775** | **$537,570** | **$801,033** | **$847,756** |
| **HOPE VALLEY CID WILL BE REQUIRED TO CONTRIBUTE 100% OF THEIR PORTION, NOT CAPTURED BY THE TIF TO FUND REDEVELOPMENT COST IN ACCORDA** | | | | | | |

| **TOTAL PROJECTED REVENUE FROM EAT'S AVAILABLE TO REPAY REIMBURSABLE PROJECT COS** | | | | | |
|---|---|---|---|---|---|
| 50% TO TIF | $26,250 | $54,488 | $239,245 | $583,100 | $643,518 |
| 50% of CID PORTION NOT CAPTURED BY TIF | $26,250 | $53,025 | $96,555 | $177,521 | $191,796 |
| **TOTAL AVAILABLE TO REPAY REIMBURSABLE PROJECT COST** | **$52,500** | **$107,513** | **$335,800** | **$760,621** | **$835,314** |

**NOTE: All projections of Gross Sales include an annual estimated growth rate of 1% per year during the years shown.**

**TIF PERIOD JULY 2014 THROUGH JUNE 2037-23 YEARS** **EXHIBIT G-5-b**

# YEAR BY YEAR PROJECTIONS OF EAT's WITH TIF ACTIVATED IN PROJECT AREA I ONLY

**ASSUMPTIONS THAT CITY TRANSPORTATION TAX LEVY OF 1/2% IS NOT RENEWED BY VOTERS IN 2014 & THE PARKS AND STORM V**

| YEARS | | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|---|---|---|---|---|---|
| **REDEVELOPMENT PROJECT AREA I ONLY** | | **City Levy** | **City Levy** | **City Levy** | **City Levy** | **City Levy** |
| **ACTIVATED TIF AREA** | | **1.875%** | **1.875%** | **1.875%** | **1.875%** | **1.875%** |
| PROJECT AREA I | Projected sales | $40,383,349 | $40,787,183 | $41,195,055 | $41,607,005 | $42,023,075 |
| LESS 2013 BASE LINE | Projected Baseline Gross Sales | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **NET NEW SALES IN PROJECT AREA I** | | **$31,383,349** | **$31,787,183** | **$32,195,055** | **$32,607,005** | **$33,023,075** |

**RPA I WILL BE THE ONLY RPA THAT WILL BE ACTIVATED AND SUBJECT TO CAPTURE 50% OF THE INCREASE IN EAT'S OVER THE BASELINE WHAT WAS COLLE WILL COLLECT 100% OF THE EATS UP TO THE AMOUNT ESTABLISHED AS THE BASELINE. BASELINE AS USED HEREIN IS AN ESTIMATE ONLY. ACTUAL AMOU OF FINANCE AS THE AMOUNT ACTUALLY COLLECTED BY EACH TAXING DISTRICT FOR THE PRIOR YEAR AT THE TIME THE TIF IS APPROVED.**

| PROJECTED GROSS SALES OF REDEVELOPMENT AREA NOT ACTIVATED AND THE BASELINE SALES OF RPA I | | | | | | |
|---|---|---|---|---|---|---|
| **PROJECT AREA I** | Baseline Sales | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| **PROJECT AREA II** | Gross Sales | $1,690,238 | $1,707,140 | $1,724,211 | $1,741,453 | $1,758,868 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$10,690,238** | **$10,707,140** | **$10,724,211** | **$10,741,453** | **$10,758,868** |

**RPA II, III, AND IV WILL NOT BE ACTIVATED, THUS THE TAXING DISTRICTS WILL CONTINUE TO COLLECT 100% OF ANY SALES TAX GENERATED FROM THOSE OF THE BASELINE SALES TAXES IN RPA-I. THE GROSS SALES NUMBERS ABOVE REFLECT THE ESTIMATED GROSS SALES FROM WHICH THE TAXING DISTRICTS**

| PROJECTED EATS WHICH THE TIF WILL CAPTURE FROM RPA I (50% OF THE INCREASE OVER THE BASELINE FOR RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $294,219 | $298,005 | $301,829 | $305,691 | $309,591 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $176,531 | $178,803 | $181,097 | $183,414 | $185,755 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $210,368 | $212,472 | $214,596 | $216,742 | $218,910 |
| **TOTAL CAPTURED BY TIF** | | | **$681,118** | **$689,279** | **$697,522** | **$705,847** | **$714,256** |

| PORTION OF RPA I SALES TAXES WHICH THE TAXING DISTRICTS RETAIN (50% OF THE INCREASE OVER BASELINE OF RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $294,219 | $298,005 | $301,829 | $305,691 | $309,591 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $176,531 | $178,803 | $181,097 | $183,414 | $185,755 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $210,368 | $212,472 | $214,596 | $216,742 | $218,910 |
| **TOTAL RETAINED BY TAXING DISTRICTS** | | | **$681,118** | **$689,279** | **$697,522** | **$705,847** | **$714,256** |

| TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS, INCLUDES ALL SALES TAX FROM RPA II, III, IV, AND BASELINE FOR | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | 2.625% | $574,838 | $579,067 | $583,339 | $587,654 | $592,012 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**NEWTON COUNTY** | 1.125% | $296,797 | $299,258 | $301,745 | $304,256 | $306,792 |
| TOTAL SALES TAXES-**HOPE VALLEY CID** (Projected to be formed) | 1.000% | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES TAXES** | | **$871,634** | **$878,325** | **$885,084** | **$891,910** | **$898,804** |
| **HOPE VALLEY CID WILL BE REQUIRED TO CONTRIBUTE 100% OF THEIR PORTION, NOT CAPTURED BY THE TIF TO FUND REDEVELOPMENT COST IN ACCORDA** | | | | | | |

| **TOTAL PROJECTED REVENUE FROM EAT'S AVAILABLE TO REPAY REIMBURSABLE PROJECT COS** | | | | | |
|---|---|---|---|---|---|
| 50% TO TIF | $681,118 | $689,279 | $697,522 | $705,847 | $714,256 |
| 50% of CID PORTION NOT CAPTURED BY TIF | $210,368 | $212,472 | $214,596 | $216,742 | $218,910 |
| **TOTAL AVAILABLE TO REPAY REIMBURSABLE PROJECT COST** | **$891,486** | **$901,751** | **$912,118** | **$922,590** | **$933,166** |

**NOTE: All projections of Gross Sales include an annual estimated growth rate of 1% per year during the years shown.**

# (YEARS 2014 THROUGH 2037)

**WATER LEVY OF 1/4% IS NOT RENEW BY VOTERS IN 2021**

| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|
| City Levy | City Levy | City Levy | City Levy | City Levy | City Levy | City Levy |
| 2.125% | 2.125% | 2.125% | 1.875% | 1.875% | 1.875% | 1.875% |
| $37,666,279 | $38,042,942 | $38,423,371 | $38,807,605 | $39,195,681 | $39,587,638 | $39,983,514 |
| ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **$28,666,279** | **$29,042,942** | **$29,423,371** | **$29,807,605** | **$30,195,681** | **$30,587,638** | **$30,983,514** |

**CTED BY THE TAXING DISTRICTS IN 2013. TAXING DISTRICTS**
**NT WILL BE ESTABLISHED BY THE MUNICIPAL DIRECTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| $1,576,515 | $1,592,280 | $1,608,203 | $1,624,285 | $1,640,528 | $1,656,933 | $1,673,503 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$10,576,515** | **$10,592,280** | **$10,608,203** | **$10,624,285** | **$10,640,528** | **$10,656,933** | **$10,673,503** |

**AREAS, PLUS THEY WILL CONTINUE TO COLLECT 100%**
**S WILL COLLECT SALES TAX FROM AT A 100% RATE.**

| | | | | | | |
|---|---|---|---|---|---|---|
| $304,579 | $308,581 | $312,623 | $463,136 | $283,085 | $286,759 | $290,470 |
| $161,248 | $163,367 | $165,506 | $167,668 | $169,851 | $172,055 | $174,282 |
| $196,214 | $198,176 | $200,158 | $202,159 | $204,181 | $206,223 | $208,285 |
| **$662,041** | **$670,124** | **$678,288** | **$832,964** | **$657,116** | **$665,037** | **$673,038** |

| | | | | | | |
|---|---|---|---|---|---|---|
| $304,579 | $308,581 | $312,623 | $463,136 | $283,085 | $286,759 | $290,470 |
| $161,248 | $163,367 | $165,506 | $167,668 | $169,851 | $172,055 | $174,282 |
| $196,214 | $198,176 | $200,158 | $202,159 | $204,181 | $206,223 | $208,285 |
| **$662,041** | **$670,124** | **$678,288** | **$832,964** | **$657,116** | **$665,037** | **$673,038** |

**R RPA I PLUS THE 50% OF THE INCREASE IN RPA I**

| | | | | | | |
|---|---|---|---|---|---|---|
| $582,213 | $586,629 | $591,089 | $742,024 | $562,398 | $566,504 | $570,650 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | $280,234 | $282,530 | $284,849 | $287,191 | $289,557 | $291,946 | $294,359 |
| | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **$862,446** | **$869,158** | **$875,937** | **$1,029,215** | **$851,955** | **$858,450** | **$865,009** |

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|---|---|---|---|---|---|---|
| $662,041 | $670,124 | $678,288 | $832,964 | $657,116 | $665,037 | $673,038 |
| $196,214 | $198,176 | $200,158 | $202,159 | $204,181 | $206,223 | $208,285 |
| **$858,255** | **$868,300** | **$878,446** | **$1,035,123** | **$861,297** | **$871,260** | **$881,323** |

# (YEARS 2014 THROUGH 2037)

**VATER LEVY OF 1/4% IS NOT RENEW BY VOTERS IN 2022**

| 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|---|---|
| City Levy | City Levy | City Levy | City Levy | City Levy | City Levy | City Levy |
| 1.875% | 1.875% | 1.875% | 1.875% | 1.875% | 1.875% | 1.875% |
| $42,443,306 | $42,867,739 | $43,296,416 | $43,729,381 | $44,166,674 | $44,608,341 | $22,304,171 |
| ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($4,500,000) |
| **$33,443,306** | **$33,867,739** | **$34,296,416** | **$34,729,381** | **$35,166,674** | **$35,608,341** | **$17,804,171** |

**CTED BY THE TAXING DISTRICTS IN 2013. TAXING DISTRICTS**
**NT WILL BE ESTABLISHED BY THE MUNICIPAL DIRECTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $4,500,000 |
| $1,776,457 | $1,794,221 | $1,812,163 | $1,830,285 | $1,848,588 | $1,867,074 | $933,537 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$10,776,457** | **$10,794,221** | **$10,812,163** | **$10,830,285** | **$10,848,588** | **$10,867,074** | **$5,433,537** |

**AREAS, PLUS THEY WILL CONTINUE TO COLLECT 100%**
**WILL COLLECT SALES TAX FROM AT A 100% RATE.**

| | | | | | | |
|---|---|---|---|---|---|---|
| $313,531 | $317,510 | $321,529 | $325,588 | $329,688 | $333,828 | $166,914 |
| $188,119 | $190,506 | $192,917 | $195,353 | $197,813 | $200,297 | $100,148 |
| $221,099 | $223,310 | $225,543 | $227,798 | $230,076 | $232,377 | $116,189 |
| **$722,748** | **$731,326** | **$739,989** | **$748,739** | **$757,576** | **$766,502** | **$383,251** |

| | | | | | | |
|---|---|---|---|---|---|---|
| $313,531 | $317,510 | $321,529 | $325,588 | $329,688 | $333,828 | $166,914 |
| $188,119 | $190,506 | $192,917 | $195,353 | $197,813 | $200,297 | $100,148 |
| $221,099 | $223,310 | $225,543 | $227,798 | $230,076 | $232,377 | $116,189 |
| **$722,748** | **$731,326** | **$739,989** | **$748,739** | **$757,576** | **$766,502** | **$383,251** |

**R RPA I PLUS THE 50% OF THE INCREASE IN RPA I**

| | | | | | | |
|---|---|---|---|---|---|---|
| $596,413 | $600,858 | $605,348 | $609,883 | $614,463 | $619,089 | $309,544 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | $309,354 | $311,941 | $314,554 | $317,193 | $319,859 | $322,551 | $161,276 |
| | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **$905,767** | **$912,799** | **$919,902** | **$927,076** | **$934,322** | **$941,640** | **$470,820** |

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|---|---|---|---|---|---|---|---|
| | $722,748 | $731,326 | $739,989 | $748,739 | $757,576 | $766,502 | $383,251 |
| | $221,099 | $223,310 | $225,543 | $227,798 | $230,076 | $232,377 | $116,189 |
| | **$943,847** | **$954,636** | **$965,532** | **$976,537** | **$987,653** | **$998,879** | **$499,440** |

**TIF PERIOD JULY 2014 THROUGH JUNE 2037-23 YEARS** **EXHIBIT G-5-c**

# YEAR BY YEAR PROJECTIONS OF EAT's WITH TIF ACTIVATED IN PROJECT AREA I ONL

**ASSUMPTIONS THAT ALL CURRENT SALES TAX LEVIES CONTINUE FOR THE TERM**

| YEARS | | | 2014 | 2015 | 2016 | 2017 | 2018 |
|---|---|---|---|---|---|---|---|
| **REDEVELOPMENT PROJECT AREA I ONLY** | | **ANNUAL** | | | | | |
| **ACTIVATED TIF AREA** | | **SALES** | | | | | |
| PROJECT AREA I | Projected sales | $9,000,000 | $4,500,000 | $9,090,000 | $17,780,900 | $33,958,709 | $36,798,296 |
| LESS 2013 BASE LINE | Projected Baseline Gross Sales | ($9,000,000) | ($4,500,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **NET NEW SALES IN PROJECT AREA I** | | **$0** | **$0** | **$90,000** | **$8,780,900** | **$24,958,709** | **$27,798,296** |

**RPA I WILL BE THE ONLY RPA THAT WILL BE ACTIVATED AND SUBJECT TO CAPTURE 50% OF THE INCREASE IN EAT'S OVER THE BASELINE WHAT WAS COL WILL COLLECT 100% OF THE EATS UP TO THE AMOUNT ESTABLISHED AS THE BASELINE. BASELINE AS USED HEREIN IS AN ESTIMATE ONLY. ACTUAL AM OF FINANCE AS THE AMOUNT ACTUALLY COLLECTED BY EACH TAXING DISTRICT FOR THE PRIOR YEAR AT THE TIME THE TIF IS APPROVED.**

| PROJECTED GROSS SALES OF REDEVELOPMENT AREA NOT ACTIVATED AND THE BASELINE SALES OF RPA I | | | | | | | |
|---|---|---|---|---|---|---|---|
| **PROJECT AREA I** | Baseline Sales | $9,000,000 | $4,500,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| **PROJECT AREA II** | Gross Sales | $1,500,000 | $750,000 | $1,500,000 | $1,515,000 | $1,530,150 | $1,545,452 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$10,500,000** | **$5,250,000** | **$10,500,000** | **$10,515,000** | **$10,530,150** | **$10,545,452** |

**RPA II, III, AND IV WILL NOT BE ACTIVATED, THUS THE TAXING DISTRICTS WILL CONTINUE TO COLLECT 100% OF ANY SALES TAX GENERATED FROM THO OF THE BASELINE SALES TAXES IN RPA-I. THE GROSS SALES NUMBERS ABOVE REFLECT THE ESTIMATED GROSS SALES FROM WHICH THE TAXING DISTRIC**

| PROJECTED EATS WHICH THE TIF WILL CAPTURE FROM RPA I (50% OF THE INCREASE OVER THE BASELINE FOR RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $0 | $1,181 | $115,249 | $327,583 | $364,853 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | | $506 | $49,393 | $140,393 | $156,365 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $0 | $52,950 | $96,480 | $177,444 | $191,719 |
| **TOTAL CAPTURED BY TIF** | | | **$0** | **$54,638** | **$261,121** | **$645,420** | **$712,937** |

| PORTION OF RPA I SALES TAXES WHICH THE TAXING DISTRICTS RETAIN (50% OF THE INCREASE OVER BASELINE OF RPA | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $0 | $1,181 | $115,249 | $327,583 | $364,853 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $0 | $506 | $49,393 | $140,393 | $156,365 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $0 | $52,950 | $96,480 | $177,444 | $191,719 |
| **TOTAL RETAINED BY TAXING DISTRICTS** | | | **$0** | **$54,638** | **$261,121** | **$645,420** | **$712,937** |

| TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS, INCLUDES ALL SALES TAX FROM RPA II, AND III PLUS BASELINE | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | 2.625% | $137,813 | $276,806 | $391,268 | $603,999 | $641,671 |

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**NEWTON COUNTY** | 1.125% | $59,063 | $118,631 | $167,686 | $258,857 | $275,002 |
| TOTAL SALES TAXES-**HOPE VALLEY CID** (Projected to be formed) | 1.000% | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES TAXES** | | **$196,875** | **$395,438** | **$558,954** | **$862,856** | **$916,672** |
| **HOPE VALLEY CID WILL BE REQUIRED TO CONTRIBUTE 100% OF THEIR PORTION, NOT CAPTURED BY THE TIF TO FUND REDEVELOPMENT COST IN ACCOR** | | | | | | |

| **TOTAL PROJECTED REVENUE FROM EAT'S AVAILABLE TO REPAY REIMBURSABLE PROJECT CO** | | | | | |
|---|---|---|---|---|---|
| 50% TO TIF | $0 | $54,638 | $261,121 | $645,420 | $712,937 |
| 50% of CID PORTION NOT CAPTURED BY TIF | $0 | $52,950 | $96,480 | $177,444 | $191,719 |
| **TOTAL AVAILABLE TO REPAY REIMBURSABLE PROJECT COST** | **$0** | **$107,588** | **$357,601** | **$822,864** | **$904,656** |

**NOTE: All projections of Gross Sales include an annual estimated growth rate of 1% per year during the years shown.**

**TIF PERIOD JULY 2014 THROUGH JUNE 2037-23 YEARS** **EXHIBIT G-5-c**

# YEAR BY YEAR PROJECTIONS OF EAT's WITH TIF ACTIVATED IN PROJECT AREA I ONL

**ASSUMPTIONS THAT ALL CURRENT SALES TAX LEVIES CONTINUE FOR THE TERM**

| YEARS | | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|---|---|---|---|---|---|
| **REDEVELOPMENT PROJECT AREA I ONLY** | | | | | | |
| **ACTIVATED TIF AREA** | | | | | | |
| PROJECT AREA I | Projected sales | $40,383,349 | $40,787,183 | $41,195,055 | $41,607,005 | $42,023,075 |
| LESS 2013 BASE LINE | Projected Baseline Gross Sales | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **NET NEW SALES IN PROJECT AREA I** | | **$31,383,349** | **$31,787,183** | **$32,195,055** | **$32,607,005** | **$33,023,075** |

**RPA I WILL BE THE ONLY RPA THAT WILL BE ACTIVATED AND SUBJECT TO CAPTURE 50% OF THE INCREASE IN EAT'S OVER THE BASELINE WHAT WAS COL WILL COLLECT 100% OF THE EATS UP TO THE AMOUNT ESTABLISHED AS THE BASELINE. BASELINE AS USED HEREIN IS AN ESTIMATE ONLY. ACTUAL AM OF FINANCE AS THE AMOUNT ACTUALLY COLLECTED BY EACH TAXING DISTRICT FOR THE PRIOR YEAR AT THE TIME THE TIF IS APPROVED.**

| PROJECTED GROSS SALES OF REDEVELOPMENT AREA NOT ACTIVATED AND THE BASELINE SALES OF RPA I | | | | | | |
|---|---|---|---|---|---|---|
| **PROJECT AREA I** | Baseline Sales | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| **PROJECT AREA II** | Gross Sales | $1,673,503 | $1,690,238 | $1,707,140 | $1,724,211 | $1,741,453 |
| **PROJECT AREA III** | Gross Sales | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES REDEVELOPMENT AREA NOT** | | **$10,673,503** | **$10,690,238** | **$10,707,140** | **$10,724,211** | **$10,741,453** |

**RPA II, III, AND IV WILL NOT BE ACTIVATED, THUS THE TAXING DISTRICTS WILL CONTINUE TO COLLECT 100% OF ANY SALES TAX GENERATED FROM THO OF THE BASELINE SALES TAXES IN RPA-I. THE GROSS SALES NUMBERS ABOVE REFLECT THE ESTIMATED GROSS SALES FROM WHICH THE TAXING DISTRIC**

| PROJECTED EATS WHICH THE TIF WILL CAPTURE FROM RPA I (50% OF THE INCREASE OVER THE BASELINE FOR RPA I) | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $411,906 | $417,207 | $422,560 | $427,967 | $433,428 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $176,531 | $178,803 | $181,097 | $183,414 | $185,755 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $210,284 | $212,387 | $214,511 | $216,656 | $218,823 |
| **TOTAL CAPTURED BY TIF** | | | **$798,722** | **$808,397** | **$818,168** | **$828,037** | **$838,005** |

| PORTION OF RPA I SALES TAXES WHICH THE TAXING DISTRICTS RETAIN (50% OF THE INCREASE OVER BASELINE OF RPA | | | | | | | |
|---|---|---|---|---|---|---|---|
| CITY OF JOPLIN | **50% OF 2.625%** | **INCREASE IN RPA I ONLY** | $411,906 | $417,207 | $422,560 | $427,967 | $433,428 |
| NEWTON COUNTY | **50% OF 1.125%** | **INCREASE IN RPA I ONLY** | $176,531 | $178,803 | $181,097 | $183,414 | $185,755 |
| HOPE VALLEY CID | **50% OF 1.00%** | **INCREASE IN RPA I ONLY** | $210,284 | $212,387 | $214,511 | $216,656 | $218,823 |
| **TOTAL RETAINED BY TAXING DISTRICTS** | | | **$798,722** | **$808,397** | **$818,168** | **$828,037** | **$838,005** |

**TOTAL SALES TAX REVENUE RETAINED BY THE TAXING DISTRICTS, INCLUDES ALL SALES TAX FROM RPA II, AND III PLUS BASELINE**

| | | | | | | |
|---|---|---|---|---|---|---|
| TOTAL SALES TAXES-**JOPLIN** | 2.625% | $692,086 | $697,826 | $703,623 | $709,477 | $715,391 |
| TOTAL SALES TAXES-**NEWTON COUNTY** | 1.125% | $296,608 | $299,068 | $301,553 | $304,062 | $306,596 |
| TOTAL SALES TAXES-**HOPE VALLEY CID** (Projected to be formed) | 1.000% | $0 | $0 | $0 | $0 | $0 |
| **TOTAL SALES TAXES** | | **$988,694** | **$996,894** | **$1,005,175** | **$1,013,539** | **$1,021,987** |
| **HOPE VALLEY CID WILL BE REQUIRED TO CONTRIBUTE 100% OF THEIR PORTION, NOT CAPTURED BY THE TIF TO FUND REDEVELOPMENT COST IN ACCOR** | | | | | | |

| **TOTAL PROJECTED REVENUE FROM EAT'S AVAILABLE TO REPAY REIMBURSABLE PROJECT CO** | | | | | |
|---|---|---|---|---|---|
| 50% TO TIF | $798,722 | $808,397 | $818,168 | $828,037 | $838,005 |
| 50% of CID PORTION NOT CAPTURED BY TIF | $210,284 | $212,387 | $214,511 | $216,656 | $218,823 |
| **TOTAL AVAILABLE TO REPAY REIMBURSABLE PROJECT COST** | **$1,009,006** | **$1,020,784** | **$1,032,679** | **$1,044,694** | **$1,056,828** |

**NOTE: All projections of Gross Sales include an annual estimated growth rate of 1% per year during the years shown.**

# Y (YEARS 2014 THROUGH 2037)

## M OF THE TIF

| 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|
| $37,666,279 | $38,042,942 | $38,423,371 | $38,807,605 | $39,195,681 | $39,587,638 | $39,983,514 |
| ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) |
| **$28,666,279** | **$29,042,942** | **$29,423,371** | **$29,807,605** | **$30,195,681** | **$30,587,638** | **$30,983,514** |

**LECTED BY THE TAXING DISTRICTS IN 2013. TAXING DISTRICTS**
**OUNT WILL BE ESTABLISHED BY THE MUNICIPAL DIRECTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 |
| $1,560,906 | $1,576,515 | $1,592,280 | $1,608,203 | $1,624,285 | $1,640,528 | $1,656,933 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$10,560,906** | **$10,576,515** | **$10,592,280** | **$10,608,203** | **$10,624,285** | **$10,640,528** | **$10,656,933** |

**SE AREAS, PLUS THEY WILL CONTINUE TO COLLECT 100%**
**CTS WILL COLLECT SALES TAX FROM AT A 100% RATE.**

| | | | | | | |
|---|---|---|---|---|---|---|
| $376,245 | $381,189 | $386,182 | $391,225 | $396,318 | $401,463 | $406,659 |
| $161,248 | $163,367 | $165,506 | $167,668 | $169,851 | $172,055 | $174,282 |
| $196,136 | $198,097 | $200,078 | $202,079 | $204,100 | $206,141 | $208,202 |
| **$733,629** | **$742,652** | **$751,766** | **$760,972** | **$770,269** | **$779,659** | **$789,143** |

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| | | | | | | |
|---|---|---|---|---|---|---|
| $376,245 | $381,189 | $386,182 | $391,225 | $396,318 | $401,463 | $406,659 |
| $161,248 | $163,367 | $165,506 | $167,668 | $169,851 | $172,055 | $174,282 |
| $196,136 | $198,097 | $200,078 | $202,079 | $204,100 | $206,141 | $208,202 |
| **$733,629** | **$742,652** | **$751,766** | **$760,972** | **$770,269** | **$779,659** | **$789,143** |

**FOR RPA I PLUS THE 50% OF THE INCREASE IN RPA I**

| | | | | | | |
|---|---|---|---|---|---|---|
| $653,469 | $658,822 | $664,229 | $669,690 | $675,206 | $680,777 | $686,403 |

| | | | | | | |
|---|---|---|---|---|---|---|
| $280,058 | $282,352 | $284,670 | $287,010 | $289,374 | $291,761 | $294,173 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$933,527** | **$941,174** | **$948,899** | **$956,700** | **$964,580** | **$972,538** | **$980,576** |

**DANCE WITH THE PLAN**

**ST**

| | | | | | | |
|---|---|---|---|---|---|---|
| $733,629 | $742,652 | $751,766 | $760,972 | $770,269 | $779,659 | $789,143 |
| $196,136 | $198,097 | $200,078 | $202,079 | $204,100 | $206,141 | $208,202 |
| **$929,765** | **$940,750** | **$951,845** | **$963,051** | **$974,369** | **$985,800** | **$997,345** |

# Y (YEARS 2014 THROUGH 2037)

## M OF THE TIF

| 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|---|---|
| $42,443,306 | $42,867,739 | $43,296,416 | $43,729,381 | $44,166,674 | $44,608,341 | $22,304,171 |
| ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($9,000,000) | ($4,500,000) |
| **$33,443,306** | **$33,867,739** | **$34,296,416** | **$34,729,381** | **$35,166,674** | **$35,608,341** | **$17,804,171** |

**LECTED BY THE TAXING DISTRICTS IN 2013. TAXING DISTRICTS**
**OUNT WILL BE ESTABLISHED BY THE MUNICIPAL DIRECTOR**

| | | | | | | |
|---|---|---|---|---|---|---|
| $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $9,000,000 | $4,500,000 |
| $1,758,868 | $1,776,457 | $1,794,221 | $1,812,163 | $1,830,285 | $1,848,588 | $924,294 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$10,758,868** | **$10,776,457** | **$10,794,221** | **$10,812,163** | **$10,830,285** | **$10,848,588** | **$5,424,294** |

**SE AREAS, PLUS THEY WILL CONTINUE TO COLLECT 100%**
**CTS WILL COLLECT SALES TAX FROM AT A 100% RATE.**

| | | | | | | |
|---|---|---|---|---|---|---|
| $438,943 | $444,514 | $450,140 | $455,823 | $461,563 | $467,359 | $233,680 |
| $188,119 | $190,506 | $192,917 | $195,353 | $197,813 | $200,297 | $100,148 |
| $221,011 | $223,221 | $225,453 | $227,708 | $229,985 | $232,285 | $116,142 |
| **$848,073** | **$858,241** | **$868,511** | **$878,884** | **$889,360** | **$899,941** | **$449,971** |

**I)**

| | | | | | | |
|---|---|---|---|---|---|---|
| $438,943 | $444,514 | $450,140 | $455,823 | $461,563 | $467,359 | $233,680 |
| $188,119 | $190,506 | $192,917 | $195,353 | $197,813 | $200,297 | $100,148 |
| $221,011 | $223,221 | $225,453 | $227,708 | $229,985 | $232,285 | $116,142 |
| **$848,073** | **$858,241** | **$868,511** | **$878,884** | **$889,360** | **$899,941** | **$449,971** |

**FOR RPA I PLUS THE 50% OF THE INCREASE IN RPA I**

| | | | | | | |
|---|---|---|---|---|---|---|
| $721,364 | $727,396 | $733,489 | $739,642 | $745,858 | $752,135 | $376,067 |
| $309,156 | $311,741 | $314,352 | $316,990 | $319,653 | $322,344 | $161,172 |
| $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **$1,030,520** | **$1,039,137** | **$1,047,841** | **$1,056,632** | **$1,065,511** | **$1,074,478** | **$537,239** |

**DANCE WITH THE PLAN**

**ST**

| | | | | | | |
|---|---|---|---|---|---|---|
| $848,073 | $858,241 | $868,511 | $878,884 | $889,360 | $899,941 | $449,971 |
| $221,011 | $223,221 | $225,453 | $227,708 | $229,985 | $232,285 | $116,142 |
| **$1,069,084** | **$1,081,462** | **$1,093,964** | **$1,106,591** | **$1,119,345** | **$1,132,226** | **$566,113** |

# EXHIBIT G-6-a

## YEAR BY YEAR CASH FLOW OF REDEVELOPMENT AREA-N

| CURRENT PROPERTY PARCELS | | CURRENT ASSESSED VALUE | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|---|
| **PROJECT AREA I** | | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | | $2,413,020 | $2,413,020 | $2,456,454 | $2,500,671 | $2,545,683 | $2,591,505 | $2,638,152 |
| EXISTING RESIDENTIAL CLASSIFICATION | | $72,745 | $72,745 | $74,054 | $75,387 | $76,744 | $78,126 | $79,532 |
| **TOTAL PROJECT AREA I** | | **$2,485,765** | **$2,485,765** | **$2,530,509** | **$2,576,058** | **$2,622,427** | **$2,669,631** | **$2,717,684** |
| **PROJECT AREA II** | | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | | $420,710 | $420,710 | $428,283 | $435,992 | $443,840 | $451,829 | $459,962 |
| EXISTING RESIDENTIAL CLASSIFICATION | | $21,805 | $21,805 | $22,197 | $22,597 | $23,004 | $23,418 | $23,839 |
| **TOTAL PROJECT AREA II** | | **$442,515** | **$442,515** | **$450,480** | **$458,589** | **$466,844** | **$475,247** | **$483,801** |
| **PROJECT AREA III** | **COMMERCIAL** | **$325,250** | **$325,250** | **$331,105** | **$337,064** | **$343,132** | **$3,703,132** | **$3,769,788** |
| TOTAL COMMERCIAL CLASSIFICATION | | $3,158,980 | $3,158,980 | $3,215,842 | $3,273,727 | $3,332,654 | $6,746,465 | $6,867,902 |
| TOTAL RESIDENTIAL CLASSIFICATION | | $94,550 | $94,550 | $96,252 | $97,984 | $99,748 | $101,544 | $103,371 |
| **TOTAL ANNUAL ASSESSED VALUE** | | **$3,253,530** | **$3,253,530** | **$3,312,094** | **$3,371,711** | **$3,432,402** | **$6,848,009** | **$6,971,273** |
| | | | | | | | | |
| **CURRENT TAX LEVIES** | | | | | | | | |
| COUNTY SUR-CHARGE | | $0.4000 | $0.4000 | $0.4037 | $0.4074 | $0.4112 | $0.4150 | $0.4188 |
| TOTAL LEVY OF DISTRICTS | | $4.4453 | $4.4453 | $4.4864 | $4.5279 | $4.5698 | $4.6121 | $4.6547 |
| **TOTAL LOCAL TAX LEVY** | | $4.8453 | $4.8453 | $4.8901 | $4.9354 | $4.9810 | $5.0271 | $5.0736 |
| | | | | | | | | |
| SUR-CHARGE SHARED WITH DISTRICT | | $12,635.92 | $12,635.92 | $12,982.35 | $13,338.28 | $13,703.97 | $27,998.28 | $28,765.89 |
| TOTAL TAXES TO DISTRICT | | $144,629.2 | $144,629.2 | $148,594.4 | $152,668.3 | $156,854.0 | $315,835.1 | $324,494.2 |
| **TOTAL TAXES TO TAXING DISTRICTS** | | **$157,265.1** | **$157,265.1** | **$161,576.7** | **$166,006.6** | **$170,557.9** | **$343,833.4** | **$353,260.1** |
| | | | | | | | | |
| **TAX REVENUE TO EACH TAXING DISTRICT** | | | | | | | | |
| | **PERCENTAGE** | | | | | | | |
| Newton County Fair | **0.2250%** | $325.35 | $353.78 | $363.48 | $373.44 | $383.68 | $773.48 | $794.68 |
| Newton County Health Departmer | **1.1248%** | $1,768.89 | $1,768.89 | $1,817.39 | $1,867.21 | $1,918.41 | $3,867.38 | $3,973.41 |
| Newton County Mental Health | **1.8559%** | $2,918.67 | $2,918.67 | $2,998.69 | $3,080.90 | $3,165.37 | $6,381.18 | $6,556.13 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Joplin Special Road District | **4.9355%** | $7,761.90 | $7,761.90 | $7,974.70 | $8,193.34 | $8,417.97 | $16,970.07 | $17,435.33 |
| Joplin School District | **82.3342%** | $129,482.88 | $129,482.88 | $133,032.84 | $136,680.14 | $140,427.43 | $283,092.31 | $290,853.71 |
| City of Joplin | **9.5247%** | $14,978.98 | $14,978.98 | $15,389.65 | $15,811.58 | $16,245.07 | $32,748.98 | $33,646.85 |
| **TOTAL** | **100.0000%** | **$157,236.66** | **$157,265.09** | **$161,576.75** | **$166,006.62** | **$170,557.94** | **$343,833.40** | **$353,260.11** |

**HIGHLIGHTED CELL REFLECTS THE ADDING OF THE AT&T BUILDING TO THE ASSESSED**

## IO TIF

| 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|
| $2,685,639 | $2,733,980 | $2,783,192 | $2,833,289 | $2,884,289 |
| $80,964 | $82,421 | $83,905 | $85,415 | $86,952 |
| **$2,766,602** | **$2,816,401** | **$2,867,096** | **$2,918,704** | **$2,971,241** |
| $468,241 | $476,669 | $485,249 | $493,984 | $502,876 |
| $24,268 | $24,705 | $25,150 | $25,603 | $26,064 |
| **$492,510** | **$501,375** | **$510,399** | **$519,587** | **$528,939** |
| **$3,837,644** | **$3,906,722** | **$3,977,043** | **$4,048,629** | **$4,121,505** |
| $6,991,524 | $7,117,371 | $7,245,484 | $7,375,903 | $7,508,669 |
| $105,232 | $107,126 | $109,055 | $111,018 | $113,016 |
| **$7,096,756** | **$7,224,498** | **$7,354,539** | **$7,486,920** | **$7,621,685** |
| $0.4227 | $0.4266 | $0.4306 | $0.4346 | $0.4386 |
| $4.6978 | $4.7412 | $4.7851 | $4.8294 | $4.8740 |
| $5.1205 | $5.1679 | $5.2157 | $5.2639 | $5.3126 |
| $29,554.55 | $30,364.83 | $31,197.33 | $32,052.65 | $32,931.43 |
| $333,390.7 | $342,531.1 | $351,922.1 | $361,570.6 | $371,483.6 |
| **$362,945.3** | **$372,896.0** | **$383,119.5** | **$393,623.2** | **$404,415.0** |
| $816.47 | $838.85 | $861.85 | $885.48 | $909.76 |
| $4,082.35 | $4,194.27 | $4,309.26 | $4,427.41 | $4,548.79 |
| $6,735.87 | $6,920.55 | $7,110.29 | $7,305.23 | $7,505.51 |

| | | | | |
|---|---|---|---|---|
| $17,913.34 | $18,404.47 | $18,909.05 | $19,427.47 | $19,960.11 |
| $298,827.90 | $307,020.72 | $315,438.15 | $324,086.36 | $332,971.67 |
| $34,569.33 | $35,517.10 | $36,490.85 | $37,491.30 | $38,519.18 |
| **$362,945.26** | **$372,895.95** | **$383,119.45** | **$393,623.25** | **$404,415.02** |

**VALUE IN RPA III**

# EXHIBIT G-6-a

## YEAR BY YEAR CASH FLOW OF REDEVELOPMEI

| | | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|---|---|
| PROJECT AREA I | | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | | $2,936,206 | $2,989,057 | $3,042,860 | $3,097,632 | $3,153,389 | $3,210,150 | $3,267,933 |
| EXISTING RESIDENTIAL CLASSIFICATION | | $88,517 | $90,111 | $91,733 | $93,384 | $95,065 | $96,776 | $98,518 |
| **TOTAL PROJECT AREA I** | | **$2,971,241** | **$3,079,168** | **$3,134,593** | **$3,191,016** | **$3,248,454** | **$3,306,926** | **$3,366,451** |
| PROJECT AREA II | | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | | $511,927 | $521,142 | $530,523 | $540,072 | $549,793 | $559,690 | $569,764 |
| EXISTING RESIDENTIAL CLASSIFICATION | | $26,533 | $27,010 | $27,496 | $27,991 | $28,495 | $29,008 | $29,530 |
| **TOTAL PROJECT AREA II** | | **$538,460** | **$548,152** | **$558,019** | **$568,064** | **$578,289** | **$588,698** | **$599,294** |
| **PROJECT AREA III** | **COMMERCIAL** | **$4,195,692** | **$4,271,214** | **$4,348,096** | **$4,426,362** | **$4,506,036** | **$4,587,145** | **$4,669,714** |
| TOTAL COMMERCIAL CLASSIFICATION | | $7,643,825 | $7,781,414 | $7,921,479 | $8,064,066 | $8,209,219 | $8,356,985 | $8,507,411 |
| TOTAL RESIDENTIAL CLASSIFICATION | | $115,050 | $117,121 | $119,229 | $121,375 | $123,560 | $125,784 | $128,048 |
| **TOTAL ANNUAL ASSESSED VALUE** | | **$7,758,875** | **$7,898,535** | **$8,040,708** | **$8,185,441** | **$8,332,779** | **$8,482,769** | **$8,635,459** |
| | | | | | | | | |
| **CURRENT TAX LEVIES** | | | | | | | | |
| COUNTY SUR-CHARGE | | $0.4426 | $0.4467 | $0.4509 | $0.4550 | $0.4592 | $0.4635 | $0.4678 |
| TOTAL LEVY OF DISTRICTS | | $4.9191 | $4.9646 | $5.0105 | $5.0569 | $5.1037 | $5.1509 | $5.1985 |
| **TOTAL LOCAL LEVY** | | **$5.3618** | **$5.4114** | **$5.4614** | **$5.5119** | **$5.5629** | **$5.6144** | **$5.6663** |
| | | | | | | | | |
| SUR-CHARGE SHARED WITH DISTRICT | | $33,834.29 | $34,761.91 | $35,714.96 | $36,694.14 | $37,700.16 | $38,733.77 | $39,795.71 |
| TOTAL TAXES TO DISTRICT | | $381,668.4 | $392,132.4 | $402,883.3 | $413,928.9 | $425,277.4 | $436,937.0 | $448,916.3 |
| **TOTAL TAXES TO TAXING DISTRICTS** | | **$415,502.7** | **$426,894.3** | **$438,598.2** | **$450,623.1** | **$462,977.6** | **$475,670.8** | **$488,712.0** |
| | | | | | | | | |
| **TAX REVENUE TO EACH TAXING DISTRICT** | | | | | | | | |
| | **PERCENTAGE** | | | | | | | |
| Newton County Fair | **0.2250%** | $934.70 | $960.33 | $986.66 | $1,013.71 | $1,041.50 | $1,070.05 | $1,099.39 |
| Newton County Health Department | **1.1248%** | $4,673.51 | $4,801.64 | $4,933.28 | $5,068.53 | $5,207.50 | $5,350.27 | $5,496.95 |
| Newton County Mental Health | **1.8559%** | $7,711.28 | $7,922.70 | $8,139.91 | $8,363.08 | $8,592.37 | $8,827.94 | $9,069.97 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Joplin Special Road District | **4.9355%** | $20,507.34 | $21,069.58 | $21,647.24 | $22,240.73 | $22,850.49 | $23,476.97 | $24,120.63 |
| Joplin School District | **82.3342%** | $342,100.59 | $351,479.79 | $361,116.14 | $371,016.68 | $381,188.66 | $391,639.52 | $402,376.90 |
| City of Joplin | **9.5247%** | $39,575.24 | $40,660.26 | $41,775.02 | $42,920.34 | $44,097.07 | $45,306.06 | $46,548.19 |
| **TOTAL** | **100.0000%** | **$415,502.67** | **$426,894.29** | **$438,598.24** | **$450,623.07** | **$462,977.58** | **$475,670.80** | **$488,712.03** |

## NT AREA-NO TIF

| 2032 | 2033 | 2034 | 2035 | 2036 | CUMULATIVE TOTAL |
|---|---|---|---|---|---|
| $3,326,756 | $3,386,637 | $3,447,597 | $3,509,654 | $3,572,827 | $68,006,572 |
| $100,291 | $102,097 | $103,934 | $105,805 | $107,710 | $2,050,185 |
| **$3,427,047** | **$3,488,734** | **$3,551,531** | **$3,615,459** | **$3,680,537** | **$70,003,275** |
| | | | | | $0 |
| $580,020 | $590,460 | $601,088 | $611,908 | $622,922 | $11,856,945 |
| $30,062 | $30,603 | $31,154 | $31,715 | $32,285 | $614,534 |
| **$610,082** | **$621,063** | **$632,242** | **$643,623** | **$655,208** | **$12,471,479** |
| **$4,753,769** | **$4,839,336** | **$4,926,444** | **$5,015,120** | **$5,105,393** | **$84,345,334** |
| $8,660,544 | $8,816,434 | $8,975,130 | $9,136,682 | $9,301,142 | $164,208,851 |
| $130,353 | $132,700 | $135,088 | $137,520 | $139,995 | $2,664,719 |
| **$8,790,897** | **$8,949,133** | **$9,110,218** | **$9,274,202** | **$9,441,137** | **$166,873,571** |
| | | | | | |
| $0.4721 | $0.4765 | $0.4809 | $0.4853 | $0.4898 | |
| $5.2466 | $5.2951 | $5.3441 | $5.3936 | $5.4434 | |
| **$5.7187** | **$5.7716** | **$5.8250** | **$5.8789** | **$5.9333** | |
| | | | | | |
| $40,886.77 | $42,007.74 | $43,159.45 | $44,342.73 | $45,558.45 | $738,716 |
| $461,224.0 | $473,869.2 | $486,861.0 | $500,209.0 | $513,923.0 | $8,341,803 |
| **$502,110.8** | **$515,876.9** | **$530,020.5** | **$544,551.8** | **$559,481.5** | **$9,080,519** |
| | | | | | |
| $1,129.53 | $1,160.50 | $1,192.32 | $1,225.01 | $1,258.59 | $20,427 |
| $5,647.66 | $5,802.50 | $5,961.58 | $6,125.03 | $6,292.96 | $102,136 |
| $9,318.64 | $9,574.12 | $9,836.61 | $10,106.30 | $10,383.38 | $168,525 |

| | | | | | |
|---|---|---|---|---|---|
| $24,781.93 | $25,461.36 | $26,159.42 | $26,876.62 | $27,613.49 | $448,174 |
| $413,408.67 | $424,742.88 | $436,387.85 | $448,352.08 | $460,644.32 | $7,476,368 |
| $47,824.38 | $49,135.56 | $50,482.68 | $51,866.74 | $53,288.74 | $864,889 |
| **$502,110.80** | **$515,876.93** | **$530,020.46** | **$544,551.77** | **$559,481.47** | **$9,080,519** |

# EXHIBIT G-6-b

## YEAR BY YEAR CASH FLOW PROJECTIONS PILOT'S WITH TIF ACTIVATED IN PROJECT

| CURRENT PROPERTY PARCELS | ASSESSED VALUES-CURRENT | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|
| **PROJECT AREA I** | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | $2,413,020 | $2,413,020 | $2,721,410 | $2,892,913 | $2,944,986 | $2,997,996 | $3,051,959 |
| NEW DEVELOPMENT | | $0 | $0 | $2,324,315 | $8,172,598 | $8,992,126 | $9,483,922 |
| EXISTING RESIDENTIAL CLASSIFICATION | $72,745 | $72,745 | $72,745 | $0 | $0 | $0 | $0 |
| **TOTAL PROJECT AREA I** | **$2,485,765** | **$2,485,765** | **$2,794,155** | **$5,217,228** | **$11,117,584** | **$11,990,121** | **$12,535,882** |
| **LESS BASELINE-PROJECT AREA I** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** |
| **NEW INCREMENT OF ASSESSED VALUE** | **$0** | **$0** | **$308,390** | **$2,731,463** | **$8,631,819** | **$9,504,356** | **$10,050,117** |
| **PROJECT AREA II** | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | $420,710 | $420,710 | $428,283 | $435,992 | $443,840 | $451,829 | $459,962 |
| EXISTING RESIDENTIAL CLASSIFICATION | $21,805 | $21,805 | $22,197 | $22,597 | $23,004 | $23,418 | $23,839 |
| **TOTAL PROJECT AREA II** | **$442,515** | **$442,515** | **$450,480** | **$458,589** | **$466,844** | **$475,247** | **$483,801** |
| **PROJECT AREA III COMMERCIAL** | **$325,250** | **$325,250** | **$331,105** | **$337,064** | **$343,132** | **$3,703,132** | **$3,769,788** |
| TOTAL COMMERCIAL CLASSIFICATION | $3,231,725 | $3,231,725 | $3,245,152 | $3,258,821 | $3,272,736 | $6,640,725 | $6,715,515 |
| TOTAL RESIDENTIAL CLASSIFICATION | $94,550 | $94,550 | $94,942 | $22,597 | $23,004 | $23,418 | $23,839 |
| **ASSESSED VALUE NON-TIF** | **$3,326,275** | **$3,326,275** | **$3,340,095** | **$3,281,418** | **$3,295,740** | **$6,664,143** | **$6,739,354** |
| **CURRENT TAX LEVIES** | | | | | | | |
| COUNTY SUR CHARGE | $0.4000 | $0.4000 | $0.4037 | $0.4074 | $0.4112 | $0.4150 | $0.4188 |
| TOTAL LEVY OF DISTRICTS | $4.4453 | $4.4453 | $4.4864 | $4.5279 | $4.5698 | $4.6121 | $4.6547 |
| **TOTAL TAX LEVY** | **$4.8453** | **$4.8453** | **$4.8901** | **$4.9354** | **$4.9810** | **$5.0271** | **$5.0736** |
| | | | | | | | |
| **TOTAL REVENUE TO TAXING DISTRICTS** | | | | | | | |
| COUNTY SURCHARGE TAXES FROM TIF AREA | $0.0000 | $0.00 | $1,244.97 | $11,128.92 | $35,494.30 | $39,443.71 | $42,094.45 |
| COUNTY SURCHARGE TAXES NON TIF AREA | $12,926.90 | $12,926.90 | $13,100.68 | $13,277.55 | $13,457.59 | $27,559.45 | $28,127.63 |
| TOTAL TAXES FROM LEVY BASELINE/NON TIF | $147,862.9 | $147,862.9 | $149,850.6 | $148,579.9 | $150,608.8 | $307,355.1 | $313,699.0 |
| **TOTAL TAX REVENUE TO TAXING DISTRICTS** | **$160,789.8** | **$160,789.8** | **$164,196.3** | **$172,986.4** | **$199,560.7** | **$374,358.3** | **$383,921.1** |
| | | | | | | | |
| **TAX REVENUE TO EACH TAXING DISTRICT** | | | | | | | |
| **PERCENTAGE** | | | | | | | |
| Newton County Fair **0.2250%** | $361.71 | $361.71 | $369.37 | $389.14 | $448.93 | $842.14 | $863.66 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Newton County Health Departmer | **1.1248%** | $1,808.54 | $1,808.54 | $1,846.85 | $1,945.72 | $2,244.63 | $4,210.72 | $4,318.28 |
| Newton County Mental Health | **1.8559%** | $2,984.09 | $2,984.09 | $3,047.31 | $3,210.44 | $3,703.63 | $6,947.69 | $7,125.16 |
| Joplin Special Road District | **4.9355%** | $7,935.86 | $7,935.86 | $8,103.99 | $8,537.83 | $9,849.42 | $18,476.64 | $18,948.62 |
| Joplin School District | **82.3342%** | $132,384.92 | $132,384.92 | $135,189.63 | $142,426.89 | $164,306.58 | $308,224.70 | $316,098.16 |
| City of Joplin | **9.5247%** | $15,314.69 | $15,314.69 | $15,639.15 | $16,476.38 | $19,007.49 | $35,656.38 | $36,567.20 |
| **TOTAL** | **100.0000%** | **$160,789.80** | **$160,789.80** | **$164,196.30** | **$172,986.41** | **$199,560.67** | **$374,358.26** | **$383,921.08** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **TAX INCREMENT CAPTURED BY TIF** | **$0.00** | **$0.00** | **$13,835.67** | **$123,678.43** | **$394,457.00** | **$438,347.79** | **$467,806.19** |

**HIGHLIGHTED CELL REFLECTS THE ADDING OF THE AT&T BUILDING TO THE ASSESSED VALU**

## AREA I ONLY

| 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---|---|---|---|
| $3,106,895 | $3,162,819 | $3,219,750 | $3,277,705 | $3,336,704 |
| $9,654,633 | $9,828,416 | $10,005,328 | $10,185,423 | $10,368,761 |
| $0 | $0 | $0 | $0 | $0 |
| **$12,761,527** | **$12,991,235** | **$13,225,077** | **$13,463,129** | **$13,705,465** |
| **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** |
| **$10,275,762** | **$10,505,470** | **$10,739,312** | **$10,977,364** | **$11,219,700** |
| $468,241 | $476,669 | $485,249 | $493,984 | $502,876 |
| $24,268 | $24,705 | $25,150 | $25,603 | $26,064 |
| **$492,510** | **$501,375** | **$510,399** | **$519,587** | **$528,939** |
| **$3,837,644** | **$3,906,722** | **$3,977,043** | **$4,048,629** | **$4,121,505** |
| $6,791,650 | $6,869,156 | $6,948,057 | $7,028,378 | $7,110,145 |
| $24,268 | $24,705 | $25,150 | $25,603 | $26,064 |
| **$6,815,919** | **$6,893,861** | **$6,973,207** | **$7,053,981** | **$7,136,209** |
| $0.4227 | $0.4266 | $0.4306 | $0.4346 | $0.4386 |
| $4.6978 | $4.7412 | $4.7851 | $4.8294 | $4.8740 |
| **$5.1205** | **$5.1679** | **$5.2157** | **$5.2639** | **$5.3126** |
| $43,437.68 | $44,819.48 | $46,240.93 | $47,703.13 | $49,207.22 |
| $28,709.65 | $29,305.87 | $29,916.68 | $30,542.46 | $31,183.59 |
| $320,197.6 | $326,854.8 | $333,675.0 | $340,662.4 | $347,821.3 |
| **$392,344.9** | **$400,980.2** | **$409,832.6** | **$418,908.0** | **$428,212.1** |
| $882.61 | $902.03 | $921.95 | $942.36 | $963.29 |

| | | | | |
|---|---|---|---|---|
| $4,413.03 | $4,510.16 | $4,609.73 | $4,711.81 | $4,816.46 |
| $7,281.50 | $7,441.76 | $7,606.05 | $7,774.48 | $7,947.16 |
| $19,364.38 | $19,790.58 | $20,227.49 | $20,675.41 | $21,134.62 |
| $323,033.83 | $330,143.64 | $337,432.22 | $344,904.32 | $352,564.83 |
| $37,369.54 | $38,192.03 | $39,035.19 | $39,899.59 | $40,785.78 |
| **$392,344.89** | **$400,980.20** | **$409,832.64** | **$418,907.97** | **$428,212.14** |

| | | | | |
|---|---|---|---|---|
| **$482,733.77** | **$498,090.05** | **$513,886.97** | **$530,136.79** | **$546,852.11** |

**UE IN RPA III** **PAGE 110 OF 117**

# EXHIBIT G

## YEAR BY YEAR CASH FLOW PROJECTIONS PILOT'S WITH TIF

| CURRENT PROPERTY PARCELS | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 |
|---|---|---|---|---|---|---|---|
| **PROJECT AREA I** | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | $3,396,764 | $3,457,906 | $3,520,149 | $3,583,511 | $3,648,014 | $3,713,679 | $3,780,525 |
| NEW DEVELOPMENT | $10,555,399 | $10,745,396 | $10,938,813 | $11,135,712 | $11,336,154 | $11,540,205 | $11,747,929 |
| EXISTING RESIDENTIAL CLASSIFICATION | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **TOTAL PROJECT AREA I** | **$13,952,163** | **$14,203,302** | **$14,458,962** | **$14,719,223** | **$14,984,169** | **$15,253,884** | **$15,528,454** |
| **LESS BASELINE-PROJECT AREA I** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** |
| **NEW INCREMENT OF ASSESSED VALUE** | **$11,466,398** | **$11,717,537** | **$11,973,197** | **$12,233,458** | **$12,498,404** | **$12,768,119** | **$13,042,689** |
| **PROJECT AREA II** | | | | | | | |
| EXISTING COMMERCIAL CLASSIFICATION | $511,927 | $521,142 | $530,523 | $540,072 | $549,793 | $559,690 | $569,764 |
| EXISTING RESIDENTIAL CLASSIFICATION | $26,533 | $27,010 | $27,496 | $27,991 | $28,495 | $29,008 | $29,530 |
| **TOTAL PROJECT AREA II** | **$538,460** | **$548,152** | **$558,019** | **$568,064** | **$578,289** | **$588,698** | **$599,294** |
| **PROJECT AREA III COMMERCIAL** | **$4,195,692** | **$4,271,214** | **$4,348,096** | **$4,426,362** | **$4,506,036** | **$4,587,145** | **$4,669,714** |
| TOTAL COMMERCIAL CLASSIFICATION | $7,193,384 | $7,278,121 | $7,364,384 | $7,452,199 | $7,541,595 | $7,632,600 | $7,725,243 |
| TOTAL RESIDENTIAL CLASSIFICATION | $26,533 | $27,010 | $27,496 | $27,991 | $28,495 | $29,008 | $29,530 |
| **ASSESSED VALUE NON-TIF** | **$7,219,917** | **$7,305,132** | **$7,391,880** | **$7,480,190** | **$7,570,090** | **$7,661,608** | **$7,754,773** |
| **CURRENT TAX LEVIES** | | | | | | | |
| COUNTY SUR CHARGE | $0.4426 | $0.4467 | $0.4509 | $0.4550 | $0.4592 | $0.4635 | $0.4678 |
| TOTAL LEVY OF DISTRICTS | $4.9191 | $4.9646 | $5.0105 | $5.0569 | $5.1037 | $5.1509 | $5.1985 |
| **TOTAL TAX LEVY** | **$5.3618** | **$5.4114** | **$5.4614** | **$5.5119** | **$5.5629** | **$5.6144** | **$5.6663** |

| TOTAL REVENUE TO TAXING DISTRICTS | | | | | | | |
|---|---|---|---|---|---|---|---|
| COUNTY SURCHARGE TAXES FROM TIF AREA | $50,754.36 | $52,345.75 | $53,982.62 | $55,666.23 | $57,397.89 | $59,178.92 | $61,010.70 |
| COUNTY SURCHARGE TAXES NON TIF AREA | $31,840.48 | $32,513.55 | $33,203.22 | $33,909.94 | $34,634.15 | $35,376.32 | $36,136.91 |
| TOTAL TAXES FROM LEVY BASELINE/NON TIF | $355,156.4 | $362,672.2 | $370,373.5 | $378,265.2 | $386,352.3 | $394,640.0 | $403,133.7 |
| **TOTAL TAX REVENUE TO TAXING DISTRICTS** | **$437,751.2** | **$447,531.5** | **$457,559.3** | **$467,841.3** | **$478,384.3** | **$489,195.3** | **$500,281.3** |

| TAX REVENUE TO EACH TAXING DISTRICT | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **PERCENTAGE** | | | | | | |
| Newton County Fair | **0.2250%** | $984.75 | $1,006.75 | $1,029.31 | $1,052.44 | $1,076.16 | $1,100.48 | $1,125.42 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Newton County Health Department | **1.1248%** | $4,923.75 | $5,033.76 | $5,146.55 | $5,262.20 | $5,380.79 | $5,502.39 | $5,627.08 |
| Newton County Mental Health | **1.8559%** | $8,124.19 | $8,305.70 | $8,491.81 | $8,682.63 | $8,878.30 | $9,078.94 | $9,284.68 |
| Joplin Special Road District | **4.9355%** | $21,605.43 | $22,088.14 | $22,583.07 | $23,090.54 | $23,610.90 | $24,144.48 | $24,691.63 |
| Joplin School District | **82.3342%** | $360,418.75 | $368,471.23 | $376,727.57 | $385,193.19 | $393,873.68 | $402,774.76 | $411,902.33 |
| City of Joplin | **9.5247%** | $41,694.34 | $42,625.88 | $43,581.00 | $44,560.33 | $45,564.51 | $46,594.22 | $47,650.12 |
| TOTAL | **100.0000%** | **$437,751.22** | **$447,531.46** | **$457,559.30** | **$467,841.33** | **$478,384.33** | **$489,195.26** | **$500,281.27** |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **TAX INCREMENT CAPTURED BY TIF** | **$564,046** | **$581,731** | **$599,922** | **$618,633** | **$637,877** | **$657,670** | **$678,027** |

**: ACTIVATED IN PROJECT AREA I ONLY**

| 2032 | 2033 | 2034 | 2035 | 2036 | CUMULATIVE TOTAL |
|---|---|---|---|---|---|
| $3,848,574 | $3,917,849 | $3,988,370 | $4,060,161 | $4,133,243 | $78,174,902 |
| $11,959,392 | $12,174,661 | $12,393,805 | $12,616,893 | $12,843,997 | $219,003,877 |
| $0 | $0 | $0 | $0 | $0 | $145,490 |
| **$15,807,966** | **$16,092,509** | **$16,382,175** | **$16,677,054** | **$16,977,241** | **$297,324,269** |
| **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$2,485,765** | **$57,172,595** |
| **$13,322,201** | **$13,606,744** | **$13,896,410** | **$14,191,289** | **$14,491,476** | **$240,151,674** |
| | | | | | $0 |
| $580,020 | $590,460 | $601,088 | $611,908 | $622,922 | $11,856,945 |
| $30,062 | $30,603 | $31,154 | $31,715 | $32,285 | $614,534 |
| **$610,082** | **$621,063** | **$632,242** | **$643,623** | **$655,208** | **$12,471,479** |
| **$4,753,769** | **$4,839,336** | **$4,926,444** | **$5,015,120** | **$5,105,393** | **$84,345,334** |
| $7,819,553 | $7,915,562 | $8,013,298 | $8,112,793 | $8,214,080 | $153,374,874 |
| $30,062 | $30,603 | $31,154 | $31,715 | $32,285 | $760,024 |
| **$7,849,615** | **$7,946,165** | **$8,044,452** | **$8,144,508** | **$8,246,365** | **$154,134,898** |
| | | | | | |
| $0.4721 | $0.4765 | $0.4809 | $0.4853 | $0.4898 | |
| $5.2466 | $5.2951 | $5.3441 | $5.3936 | $5.4434 | |
| **$5.7187** | **$5.7716** | **$5.8250** | **$5.8789** | **$5.9333** | |
| | | | | | |
| $62,894.64 | $64,832.18 | $66,824.81 | $68,874.07 | $70,981.52 | $1,085,558 |
| $36,916.42 | $37,715.35 | $38,534.21 | $39,373.53 | $40,233.85 | $688,496 |
| $411,838.6 | $420,760.6 | $429,905.2 | $439,278.4 | $448,886.3 | $7,688,430 |
| **$511,649.7** | **$523,308.1** | **$535,264.2** | **$547,526.0** | **$560,101.6** | **$9,462,484** |
| | | | | | |
| $1,150.99 | $1,177.22 | $1,204.11 | $1,231.70 | $1,259.99 | $21,286 |

| | | | | | |
|---|---|---|---|---|---|
| $5,754.95 | $5,886.08 | $6,020.56 | $6,158.48 | $6,299.93 | $106,432 |
| $9,495.67 | $9,712.04 | $9,933.93 | $10,161.50 | $10,394.89 | $175,614 |
| $25,252.73 | $25,828.13 | $26,418.23 | $27,023.42 | $27,644.10 | $467,026 |
| $421,262.43 | $430,861.28 | $440,705.24 | $450,800.88 | $461,154.93 | $7,790,856 |
| $48,732.93 | $49,843.35 | $50,982.13 | $52,150.03 | $53,347.81 | $901,270 |
| **$511,649.70** | **$523,308.10** | **$535,264.21** | **$547,526.00** | **$560,101.65** | **$9,462,484** |
| **$698,964** | **$720,496** | **$742,641** | **$765,415** | **$788,835** | **$12,064,083** |

**EXHIBIT G-7**

# TIF PERIOD JULY 2014 THROUGH JUNE 2037-23 YEARS

**COMBINED TIF REVENUE AND OTHER REVENUE SO**
**PROFORMA CASH FLOW OF REIMBURSABLE PROJE**

| REVENUE SOURCES | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|---|---|---|---|---|---|---|---|
| PILOT'S (Property Tax) | $0.00 | $13,835.67 | $123,678.43 | $394,457.00 | $438,347.79 | $467,806.19 | $482,733.77 |
| EAT'S (Sales Tax 50% of increase) | $0.00 | $54,637.50 | $261,121.38 | $645,420.09 | $712,936.79 | $733,628.66 | $742,652.44 |
| **TOTAL TIF REVENUE** | **$0.00** | **$68,473.17** | **$384,799.80** | **$1,039,877.09** | **$1,151,284.58** | **$1,201,434.85** | **$1,225,386.21** |
| HOPE VALLEY CID 50% NOT CAPTURED BY TIF | $0.00 | $52,950.00 | $96,479.50 | $177,444.30 | $191,718.74 | $196,135.93 | $198,097.28 |
| **TOTAL REVENUE TO REPAY PROJECT COST** | **$0.00** | **$121,423.17** | **$481,279.30** | **$1,217,321.38** | **$1,343,003.32** | **$1,397,570.77** | **$1,423,483.50** |
| **100% OF REIMBURSABLE COST** | | | | | | | |
| REIMBURSABLE PROJECT COST | $17,157,199.00 | | | | | | |
| ACCRUED INTEREST 5.5% | $235,911.49 | $478,310.54 | $976,249.88 | $1,003,473.26 | $991,711.62 | $972,390.57 | $949,005.66 |
| LESS PAYMENTS | $0.00 | ($121,423.17) | ($481,279.30) | ($1,217,321.38) | ($1,343,003.32) | ($1,397,570.77) | ($1,423,483.50) |
| **CUMULATIVE BALANCE** | **$17,393,110.49** | **$17,749,997.86** | **$18,244,968.44** | **$18,031,120.32** | **$17,679,828.62** | **$17,254,648.42** | **$16,780,170.59** |
| **WITH OTHER OUTSIDE FUNDING** | | | | | | | |
| REIMBURSABLE PROJECT COST | $13,121,719.00 | | | | | | |
| ACCRUED INTEREST 5.5% | $180,423.64 | $731,617.84 | $765,178.55 | $780,793.01 | $756,783.95 | $724,541.89 | $687,525.30 |
| LESS PAYMENTS | $0.00 | ($121,423.17) | ($481,279.30) | ($1,217,321.38) | ($1,343,003.32) | ($1,397,570.77) | ($1,423,483.50) |
| **CUMULATIVE BALANCE** | **$13,302,142.64** | **$13,912,337.31** | **$14,196,236.56** | **$13,759,708.19** | **$13,173,488.82** | **$12,500,459.94** | **$11,764,501.74** |

| REVENUE SOURCES | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 |
|---|---|---|---|---|---|---|---|
| PILOT'S (Property Tax) | $581,731.41 | $599,922.35 | $618,632.77 | $637,877.09 | $657,670.14 | $678,027.17 | $698,963.83 |
| EAT'S (Sales Tax 50% of increase) | $798,722.06 | $808,396.78 | $818,168.25 | $828,037.43 | $838,005.30 | $848,072.86 | $858,241.09 |
| **TOTAL TIF REVENUE** | **$1,380,453.47** | **$1,408,319.13** | **$1,436,801.02** | **$1,465,914.52** | **$1,495,675.45** | **$1,526,100.03** | **$1,557,204.92** |
| HOPE VALLEY CID 50% NOT CAPTURED BY TIF | $210,284.26 | $212,387.10 | $214,510.97 | $216,656.08 | $218,822.64 | $221,010.87 | $223,220.98 |
| **TOTAL REVENUE TO REPAY PROJECT COST** | **$1,590,737.73** | **$1,620,706.23** | **$1,651,311.99** | **$1,682,570.60** | **$1,714,498.09** | **$1,747,110.90** | **$1,780,425.90** |
| **100% OF REIMBURSABLE COST** | | | | | | | |
| REIMBURSABLE PROJECT COST | | | | | | | |
| ACCRUED INTEREST 5.5% | $745,119.34 | $698,610.33 | $647,895.05 | $592,707.12 | $532,764.63 | $467,769.29 | $397,405.50 |
| LESS PAYMENTS | ($1,590,737.73) | ($1,620,706.23) | ($1,651,311.99) | ($1,682,570.60) | ($1,714,498.09) | ($1,747,110.90) | ($1,780,425.90) |
| **CUMULATIVE BALANCE** | **$12,702,005.95** | **$11,779,910.04** | **$10,776,493.11** | **$9,686,629.63** | **$8,504,896.17** | **$7,225,554.56** | **$5,842,534.17** |
| **WITH OTHER OUTSIDE FUNDING** | | | | | | **CUMULATIVE** | **WITH OUTSIDE** |
| REIMBURSABLE PROJECT COST | | | | | | **TOTAL** | **FUNDING SOURCES** |
| ACCRUED INTEREST 5.5% | $384,579.02 | $318,240.29 | $246,604.66 | $169,345.76 | $86,118.39 | **$8,498,899.02** | **REIMBURSABLE** |
| LESS PAYMENTS | ($1,590,737.73) | ($1,620,706.23) | ($1,651,311.99) | ($1,682,570.60) | ($1,651,907.31) | **($21,706,736.42)** | **TIF PERIOD** |
| **CUMULATIVE BALANCE** | **$5,786,187.04** | **$4,483,721.09** | **$3,079,013.76** | **$1,565,788.92** | **$0.00** | **$0.00** | **16 YEARS** |

This Impact Analysis was prepared to show the combined impact of both EAT's and PILOT's, total TIF revenue, and the additional 50% of CID revenue from within the Redevelopment Area for Project Area I. The

The impact reflects total cash flow of the TIF for both 100% of the Reimbursable Project cost and the adjusted cost with possible outside funding as reflected in Exhibit E.
The Interest cost is calculated at 5.5%.  An unpaid balance remains if 100% of the project cost is repaid.

**)URCES**

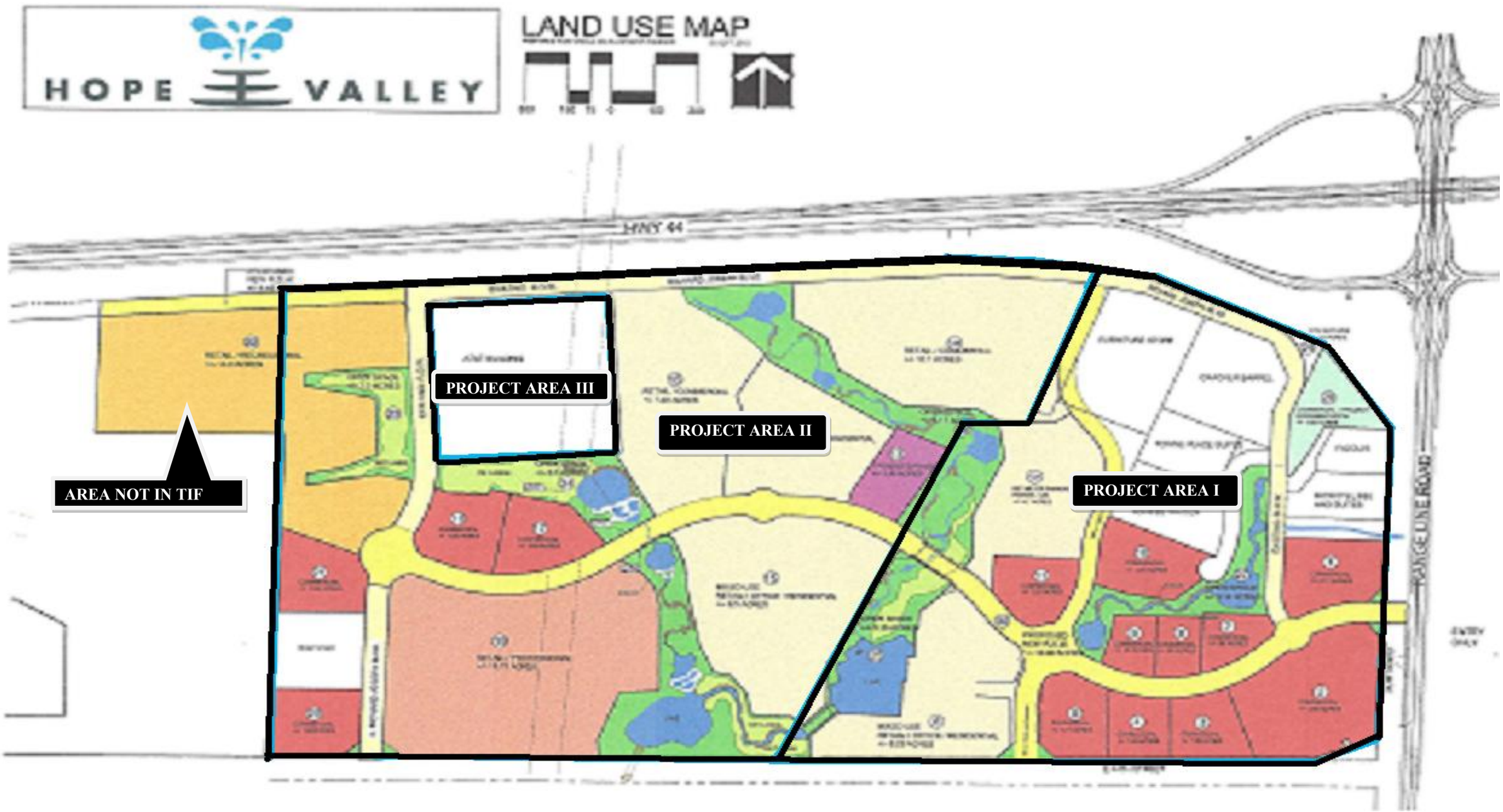
**CT COST**

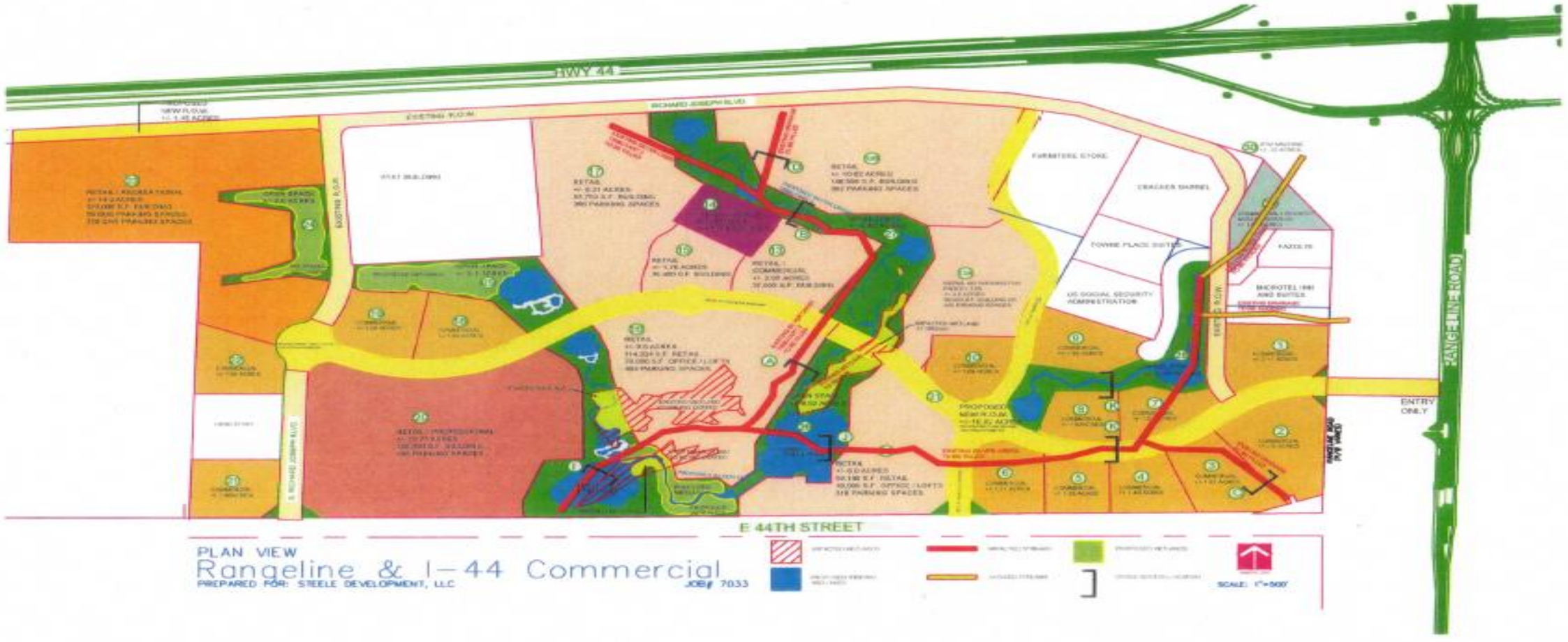
| 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|
| $498,090.05 | $513,886.97 | $530,136.79 | $546,852.11 | $564,045.88 |
| $751,766.47 | $760,971.63 | $770,268.85 | $779,659.04 | $789,143.13 |
| **$1,249,856.52** | **$1,274,858.60** | **$1,300,405.64** | **$1,326,511.15** | **$1,353,189.01** |
| $200,078.26 | $202,079.04 | $204,099.83 | $206,140.83 | $208,202.24 |
| **$1,449,934.77** | **$1,476,937.64** | **$1,504,505.47** | **$1,532,651.98** | **$1,561,391.25** |
| | | | | |
| $922,909.38 | $893,922.99 | $861,857.18 | $826,511.52 | $787,673.80 |
| ($1,449,934.77) | ($1,476,937.64) | ($1,504,505.47) | ($1,532,651.98) | ($1,561,391.25) |
| **$16,253,145.19** | **$15,670,130.54** | **$15,027,482.25** | **$14,321,341.79** | **$13,547,624.34** |
| | | | | |
| $647,047.60 | $602,888.80 | $554,816.11 | $502,583.20 | $445,929.42 |
| ($1,449,934.77) | ($1,476,937.64) | ($1,504,505.47) | ($1,532,651.98) | ($1,561,391.25) |
| **$10,961,614.56** | **$10,087,565.72** | **$9,137,876.36** | **$8,107,807.58** | **$6,992,345.75** |

| 2033 | 2034 | 2035 | 2036 | 2037 |
|---|---|---|---|---|
| $720,496.22 | $742,640.86 | $765,414.76 | $788,835.35 | $0.00 |
| $868,511.00 | $878,883.61 | $889,359.94 | $899,941.04 | $0.00 |
| **$1,589,007.22** | **$1,621,524.47** | **$1,654,774.70** | **$1,688,776.40** | **$0.00** |
| $225,453.19 | $227,707.72 | $229,984.80 | $232,284.65 | $0.00 |
| **$1,814,460.40** | **$1,849,232.19** | **$1,884,759.50** | **$1,921,061.04** | **$0.00** |
| | | | | |
| $321,339.38 | $239,217.72 | $150,666.93 | $55,291.84 | $0.00 |
| ($1,814,460.40) | ($1,849,232.19) | ($1,884,759.50) | ($1,060,597.94) | $0.00 |
| **$4,349,413.14** | **$2,739,398.67** | **$1,005,306.10** | **$0.00** | **$0.00** |
| **TOTAL WITH OUTSIDE FUNDING** | | **TOTAL WITHOUT OUTSIDE FUNDING** | | |
| | | | **CUMULATIVE TOTAL** | **WIITHOUT OUTSIDE FUNDING SOURCES REIMBURSABLE TIF PERIOD 22 YEARS** |
| | | | **$14,748,715.02** | |
| | | | **($31,905,914.02)** | |
| | | | **$0.00** | |

e revenue was taken from Exhibits G-5-c and G-6-b.

# REDEVELOPMENT AREA MAP-LAND USE






ACTION NO. **2012-00438**
Steele Development, LLC
Commercial Development
Sec 24, T. 27 N., R. 33 W.
November 2013 Sheet 3 of 13




| WETLAND MITIGATION PLANTING | | | | | | | CONT. SIZE/ BALL DIA. | |
|---|---|---|---|---|---|---|---|---|
| QTY. | UNIT | BOTANICAL NAME | COMMON NAME | CALIPER | HEIGHT | SPREAD | | COMMENTS |
| | | TREES | | | | | | |
| | BAL | ACER RUBRUM | RED MAPLE | 1" | 8' - 10' | | 18"-22" | |
| | BAL | PLATANUS OCCIDENTALIS | SYCAMORE | 1" | 8' - 10' | | 18"-22" | |
| | BAL | QUERCUS PHELLOS | WILLOW OAK | 1" | 8' - 10' | | 18"-22" | |
| | BAL | LIQUIDAMBAR STYRACIFLUA | SWEET GUM | 1" | 8' - 10' | | 18"-22" | |
| | BAL | NYSSA SYLVATICA | BLACK TUPELO | 1" | 8' - 10' | | 18"-22" | |
| | BAL | TAXODIUM DISTICHUM | BALD CYPRESS | 1" | 8' - 10' | | 18"-22" | |
| | BAL | POPULUS DELTOIDES | COTTONWOOD | 1" | | | 18"-22" | |
| | BAL | SALIX NIGRA | BLACK WILLOW | 1" | | | 18"-22" | |
| | BAL | CEPHALANTHUS OCCIDENTALIS | BUTTON BUSH | 1" | | | 18"-22" | |
| | | HERBACEOUS PLANTINGS | | | | | | |
| | 1 Litre | SCIRPUS VALIDUS | BULRUSH | | | | | |
| | 1 Litre | JUNCUS EFFUSUS | SOFT RUSH | | | | | |
| | 1 Litre | SAGITTARIA LATIFOLIA | DUCK POTATO | | | | | |
| | 1 Litre | PONTEDERIA CORDATA | ARROWHEAD | | | | | |
| | Plug | SAURURUS CERNUUS | LIZARDS TAIL | | | | | Place at 2' on centers |
| | 1 Litre | PANICUM VIRGATUM | CARDINAL FLOWER | | | | | |
| | 1 Litre | POLYGONUM HYDROPIPEROIDES | SWAMP SMARTWEED | | | | | |

| PROPOSED WETLAND PLANTING LEGEND | | |
|---|---|---|
| QUANTITY | SYMBOL | COMMON NAME |
| | | RED MAPLE |
| | | RIM OAK |
| | | SYCAMORE |
| | | WILLOW OAK |
| | | CHERRY BARK OAK |
| | | RIVER BIRCH |
| | | BALD CYPRESS |
| | | COTTONWOOD |
| | | BLACK WILLOW |
| | | BUTTON BUSH |
| TOTAL TREES WITHIN MITIGATION AREA | | |
| TOTAL TREES PLANTED ON SLOPES | | |
| TOTAL NEW TREE PLANTINGS | | |
| TOTAL EXISTING | | |
| TOTAL TREES | | |
| 85% SURVIVAL RATE FOR TREES PLANTED WITHIN MITIGATION BASIN AREA | | |
| 75% SURVIVAL RATE FOR TREES PLANTED ON SLOPES | | |

LEGEND

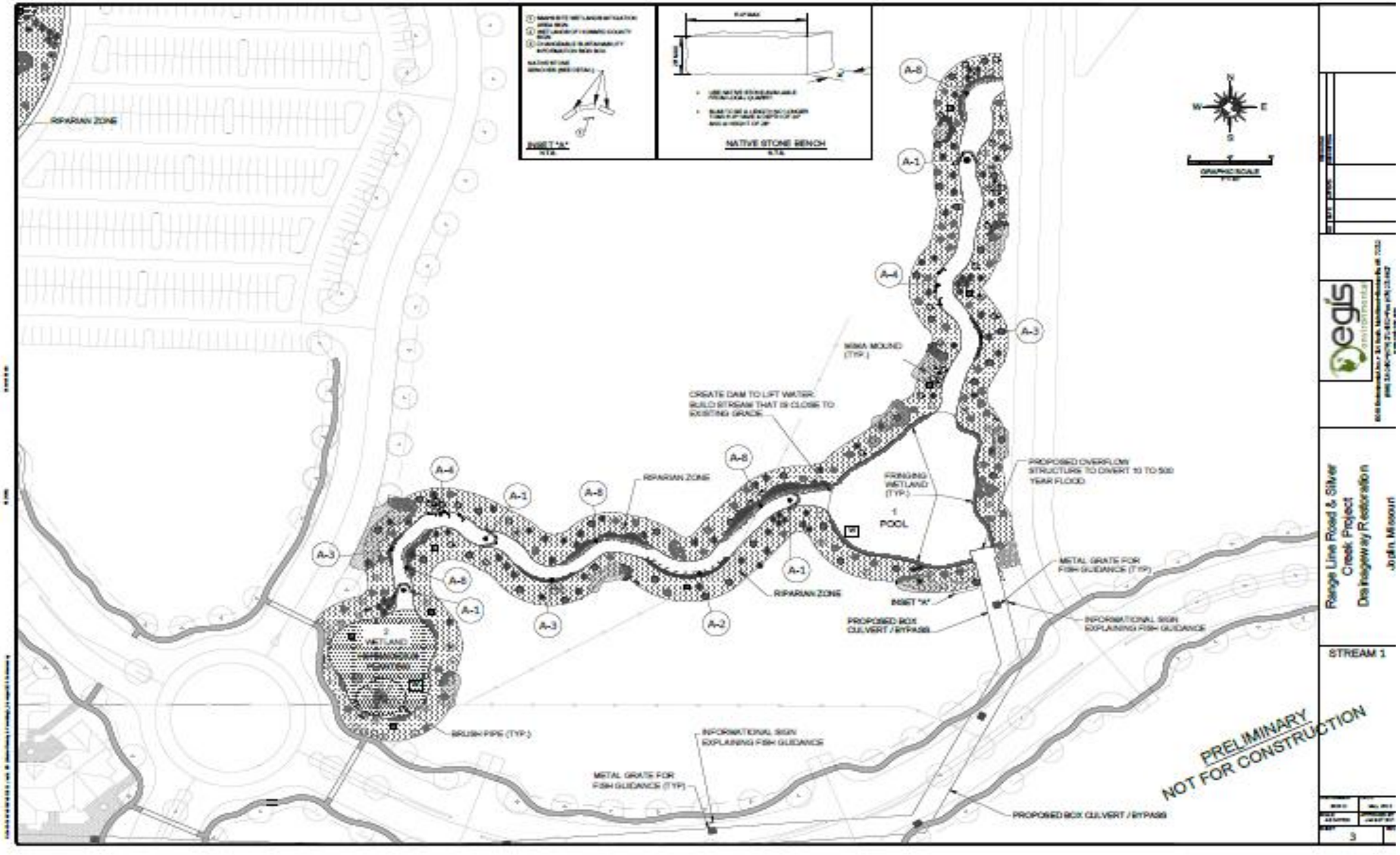
- BOND BIRD NESTING STRUCTURE
- WOOD DUCK NESTING STRUCTURE
- BAT NESTING STRUCTURE
- OCCIDENTAL NESTING STRUCTURE
- MARTIN BOX
- DRAINAGE SWALE
- PARK BENCH
- HERBACEOUS PLANTING BIORETENTION BASIN
- LITERAL ZONE WETLAND
- FRINGING WETLAND
- MIMA MOUND
- SWAMP CANE PLANTING
- NATIVE STORM/WOODLOT/BRE

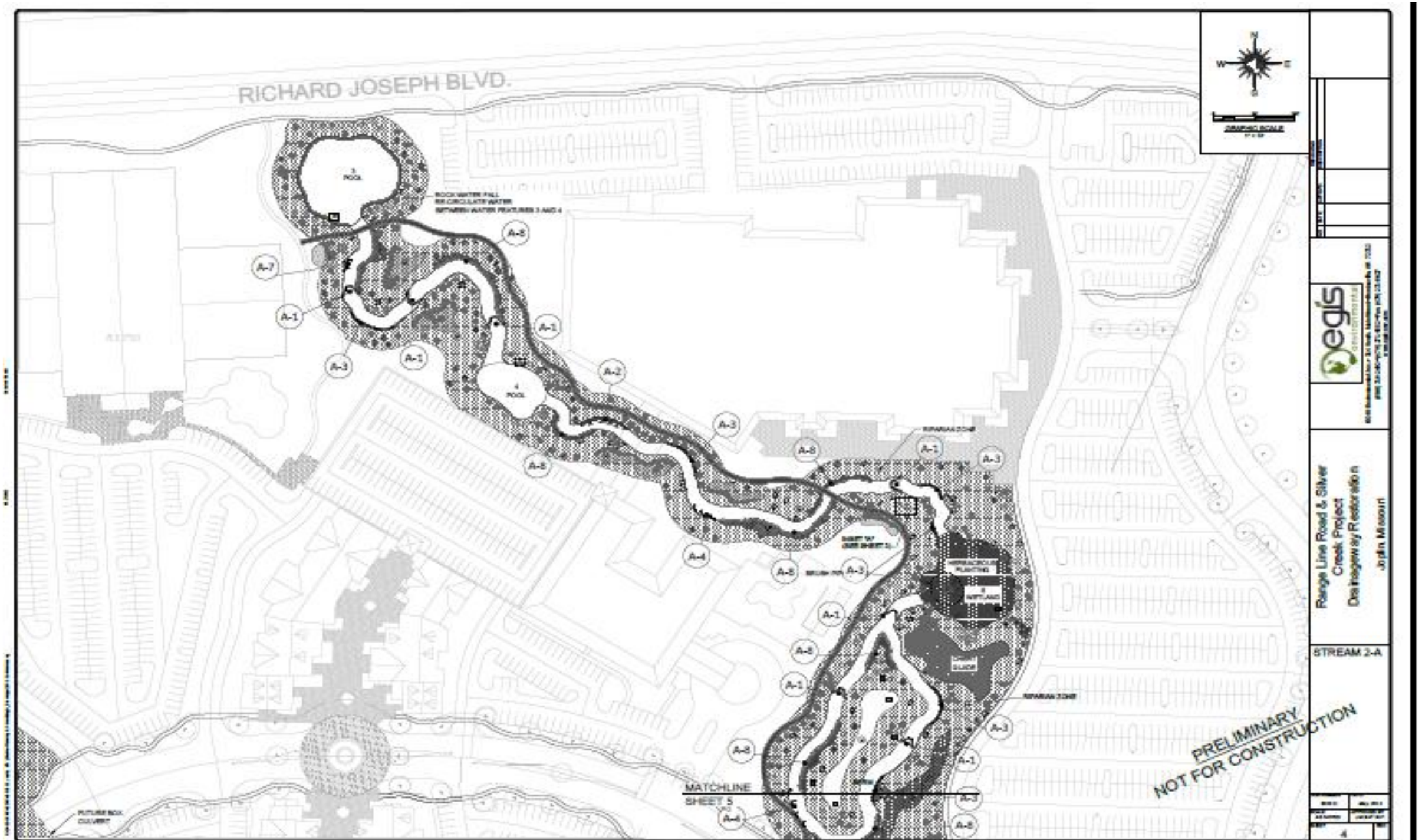
PRELIMINARY
NOT FOR CONSTRUCTION

Range Line Road & Silver Creek Project

OVER
SITE P

2


RIPARIAN ZONE
INSET "A"
NATIVE STONE BENCH
N
W
E
S
GRAPHIC SCALE
A-8
A-1
A-4
A-3
A-2
WEIR MOUND (TYP.)
CREATE DAM TO LIFT WATER. BUILD STREAM THAT IS CLOSE TO EXISTING GRADE.
RIPARIAN ZONE
FRINGING WETLAND (TYP.)
1 POOL
PROPOSED OVERFLOW STRUCTURE TO DIVERT 10 TO 500 YEAR FLOOD
METAL GRATE FOR FISH GUIDANCE (TYP)
INFORMATIONAL SIGN EXPLAINING FISH GUIDANCE
INSET "A"
PROPOSED BOX CULVERT / BYPASS
2 WETLAND
BRUSH PIPE (TYP.)
INFORMATIONAL SIGN EXPLAINING FISH GUIDANCE
METAL GRATE FOR FISH GUIDANCE (TYP)
PROPOSED BOX CULVERT / BYPASS
NATIVE STONE BENCH
Range Line Road & Silver Creek Project
Drainageway Restoration
Joplin, Missouri
STREAM 1
PRELIMINARY
NOT FOR CONSTRUCTION
3


RICHARD JOSEPH BLVD.
ROCK WATER FALL
OR CIRCULATE WATER
BETWEEN WATER FEATURES 3 AND 4
A-8
A-7
A-1
A-3
A-2
A-4
A-5
A-6
RIPARIAN ZONE
WETLAND
MATCHLINE
SHEET 5
PRELIMINARY
NOT FOR CONSTRUCTION
Range Line Road & Silver Creek Project
Drainageway Restoration
Joplin, Missouri
STREAM 2-A
4

# RESOLUTIONS

# RESOLUTION NO. 2014-014

**A RESOLUTION** recognizing Mitch Randles upon his retirement from active service as the Fire Chief within the City of Joplin Fire Department.

***WHEREAS,*** on Friday, August 1, 2014, Mitch Randles will retire from active service with City of Joplin Fire Department.

***WHEREAS,*** Mitch Randles served residents of Joplin in an outstanding manner during Twenty Three Years of service over his career, and

***WHEREAS,*** upon his departure, the people of Joplin wish to extend recognition and appreciation to Mitch Randles for his many contributions through the years.

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

Section 1. The City of Joplin does hereby recognize and extend appreciation to Mitch Randles for service of Twenty Three Years to the City of Joplin in the Fire Department and residents of this great city.

Section 2. That the people of Joplin, Missouri do hereby extend best wishes to Mitch for many enjoyable and successful years.

Section 3. That this Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this 21st day of July, 2014.

_____

***Michael L. Seibert, Mayor***

ATTEST:

_____

***Barbara L. Hogelin, City Clerk***

# ORDINANCES

# EMERGENCY

City of **JOPLIN** City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE:** July 21, 2014

**ITEM:** Council Bill No. 2014-019 approving a Tax Increment Financing Funding Agreement by and between RKS Development, LLC., the Tax Increment Financing Commission, and the City of Joplin, authorizing the Mayor to execute said Agreement by and on behalf of the City of Joplin.

**ORIGINATING DEPARTMENT:** Legal Department

**ATTACHMENTS:** Council Bill No. 2014-019; Exhibit "A" – TIF Funding Agreement

| | | |
|---|---|---|
| DEPARTMENT HEAD: | Peter C. Edwards PE | Date: 7/9/14 |
| FINANCE DEPARTMENT: | Leslie Haase LH | Date: 7-11-14 |
| INTERIM CITY MANAGER: | Sam Anselm | Date: 7/14/14 |
| PLANNNG/COMM.DEV: | Troy Bolander T.B | Date: 7-9-14 |

**INTRODUCTION:**

This Council Bill approves a Tax Increment Financing Funding Agreement by and between RKS Development, LLC., the Tax Increment Financing Commission, and the City of Joplin.

**DISCUSSION:**

The attached Council Bill approves an agreement between the City, RKS Development, LLC., and the TIF Commission relating to the proposed Tax Increment Finance District located at South Main Street from 32nd Street to I-44. Approval of this Agreement in no way binds either the Council, the TIF Commission, or any other taxing jurisdiction to ultimately approve the TIF. This Agreement simply establishes the process whereby the City can be paid for required legal work and beginning the necessary due diligence to determine the validity of economic assumptions included in the plan.

**RECOMMENDATION:**

Staff recommends this Council Bill be passed on an emergency basis.

PCE:ab
attachments

# TAX INCREMENT FINANCING FUNDING AGREEMENT

THIS TAX INCREMENT FINANCING FUNDING AGREEMENT ("Agreement") is entered into this _____ day of _____, 2014, by RKS Development, LLC (the "Company"), the TAX INCREMENT FINANCING COMMISSION OF JOPLIN, MISSOURI (the "Commission") and the CITY OF JOPLIN, MISSOURI (the "City").

## RECITALS

A. The Commission was created pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), and under Ordinance No. _____, adopted by the City Council of the City. The principal office of the Commission is located at City Hall, 602 South Main Street, Joplin, Missouri 64801.

B. The City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Statutes of the State of Missouri. The principal office of the City is located at the City Hall, 602 South Main Street, Joplin, Missouri 64801.

C. The Company is a limited liability company engaged in the business of real estate development offices at 202 East 32nd Street, Joplin, MO 65804.

D. The Commission has been requested by the Company to prepare or consult on the preparation of a tax increment financing plan (the "Plan") within the City, and to consider the Plan in accordance with the Act and, if such Plan is approved by the City, to provide such other services and assistance as may be required to implement and administer the Plan through its completion.

E. The Commission and the City do not have a source of funds to finance costs incurred by them, in the form of additional City staff time; legal, fiscal, planning consultants; direct out-of-pocket expenses and other costs resulting from, services rendered to Company to review, evaluate, process and consider applications for tax increment financing assistance authorized by the Act.

F. If the Company's Plan is approved by the City Council and if sufficient revenues are generated by the redevelopment contemplated by the Plan, Commission and City costs covered by this Agreement and paid by Company shall be reimbursed to Company from monies deposited into the Special Allocation Fund pursuant to 99.845 RSMo.

## AGREEMENT

1. Services to be Performed by the Commission and/or the City. The Commission and/or the City shall:

a. Prepare or consult with the Company on the preparation of and consider the Plan in accordance with the provisions of the Act, give all notices, make all publications and hold hearings as required by the Act;

b. If the Commission recommends approval of the Plan, provide necessary staff and legal assistance to prepare and present the required ordinances to the City Council of the City.



Exhibit "A"

c. If the City Council of the City approves the Plan, provide the necessary staff and legal assistance to prepare and negotiate a definitive agreement between the Company and the City for implementation of the Plan;

d. If a definitive agreement is entered into, provide the necessary staff and legal assistance to administer such agreement and Plan until funds are available in the Special Allocation Fund.

2. Initial Deposit. The Commission acknowledges receipt of Fifteen Thousand Dollars ($15,000.00) (the "Deposit") from the Company, _____ Dollars ($_____) of which is a non-refundable administrative fee. The Commission shall disburse the balance of the Deposit as set forth in Section 4 and shall bill the Company pursuant to Section 3 to re-establish the Deposit so that there is always a cash balance available from which additional disbursements may be made as required.

3. Additional Funding. The Commission and City shall submit one combined itemized statement for staff time, other administrative expenses and actual out-of-pocket expenses necessary to perform its obligations hereunder or for any additional obligations or expenditures incurred by the City or Commission. Such statements shall be submitted no more often than monthly. The Company shall pay the Commission the amounts set forth on such statements (the "Additional Funds") within thirty (30) days of receipt thereof. If such funds are not so received, the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed twenty-four percent (24%) per annum, and the Commission and City shall be relieved of its obligations hereunder until paid or may terminate this Agreement pursuant to Section 6.a. Company shall supply the Additional Funds in a timely manner so that Commission and City activities may continue without interruption.

4. Disbursement of Funds.

a. The Commission shall disburse the Funds and Additional Funds for reimbursement for staff time and other administrative costs to the City on or before the thirty (30th) day of each month, and for consulting fees and the payment of all out-of-pocket expenses incurred by the Commission and/or the City in connection with the performance of its obligations under this Agreement as payment for such expenses become due. Upon reasonable notice, the Commission and/or City shall make its records available for inspection by Company with respect to such disbursements.

b. All of the services set forth in Section 1 are eligible redevelopment costs under the Act and as such are reimbursable from the Special Allocation Fund.

5. Plan Administration. In addition to the services set forth in Section 1, the Commission and/or City will be required to provide services from time to time for the continuing administration of the Plan and management of the Special Allocation Fund. The Commission and/or City may be reimbursed from the Special Allocation Fund for meeting expenses at $250/meeting and, upon appropriate itemization, staff time and expenses. In addition, the Commission and/or City may retain monies deposited in the Special Allocation Fund each year, in an amount equal to the documented

expenses of the Commission and/or the City that are reasonable or incidental to the general operations of the Commission and/or City with respect to administration of the Plan.

6. Termination.

a. In the event the Company fails to perform any of its obligations herein, the Commission and/or City may terminate this Agreement, and any other agreement between the parties, at their sole discretion upon ten (10) days written notice to the Company. Termination by either the Commission or the City shall also terminate the duties and obligations of the other with respect to this Agreement, including, but not limited to, the Commission's or City's processing of Company's application and/or Plan. Upon such termination, the Commission and/or City shall retain the Funds and Additional Funds, if any, necessary to reimburse their outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

b. The parties hereto acknowledge that the Company may determine to abandon the Plan. Upon notice of abandonment by the Company, this Agreement shall terminate and the Commission and City may terminate any other agreement between the parties and shall retain the Funds and Additional Funds, if any, necessary to reimburse its staff time accumulated to the date of termination and outstanding expenses incurred pursuant to this Agreement and any monies due and owing to the Commission or the City pursuant to any other agreement and shall pay all remaining refundable Funds and Additional Funds, if any, to the Company within sixty (60) days of such termination.

c. In the event the Funds and Additional Funds are insufficient to reimburse the Commission and the City for its outstanding expenses payable hereunder, the Company shall reimburse the Commission and/or City as set forth in Section 3.

7. Subsequent Redevelopers. In the event the Commission or City selects another redeveloper pursuant to a request for proposals to carry out the Plan, the Commission and/or City shall require the subsequent redeveloper to assume all obligations of the Company under this Agreement as of the date it is designated as redeveloper and to reimburse the Company for its expenditures hereunder.

8. Notice. Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the Commission and/or the City:
Community Development Department Director
Tax Increment Financing Commission of Joplin, Missouri
602 South Main Street
Joplin, Mo. 64801
With a copy to:
City Attorney
602 South Main Street
Joplin, Mo. 64801

To the Company:
RKS Development, LLC
202 East 32nd Street
Joplin, MO 65804
With a copy to:

_____
_____
_____
_____

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days' prior written notice thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

TAX INCREMENT FINANCING COMMISSION
OF JOPLIN, MISSOURI

By: _____
Its: Chairperson

ATTEST:
By: _____
Its: Secretary

CITY OF JOPLIN, MISSOURI

By: _____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards,
Interim City Attorney

RKS Development, LLC

_____

By: Rodney Springs
Its: Managing Member

STATE OF MISSOURI )
) ss.
COUNTY OF _____ )

On this _____ day of _____, 2014, before me, _____, a Notary Public in and for said County and State, personally appeared _____, Chairperson of the Tax Increment Financing Commission of Joplin, Missouri, who is known to me to be the same person who executed as such official, the within instrument on behalf of said Commission and such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same is the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSOURI )
) ss.
COUNTY OF _____ )

On this _____ day of _____, 2014, before me, _____, a Notary Public in and for said County and State, personally appeared Michael L. Seibert, Mayor of the City of Joplin, Missouri, who is known to me to be the same person who executed as such official, the

within instrument on behalf of said City such person duly acknowledged to me that he executed the same for the purposes therein stated and that the execution of the same is the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year above written.

_____
Notary Public

My Commission Expires:

_____

STATE OF MISSOURI
) ss.
COUNTY OF JASPER )

On this _____ day of _____, 2014, before me, a notary public, appeared Rodney Spriggs, who being by me duly sworn, did state that he is the Managing Member of RKS Development, LLC, a Missouri limited liability company, and that said instrument was signed on behalf of said LLC by authority of the Operating Agreement of the LLC, and acknowledged said instrument to be the free act and deed of said LLC.

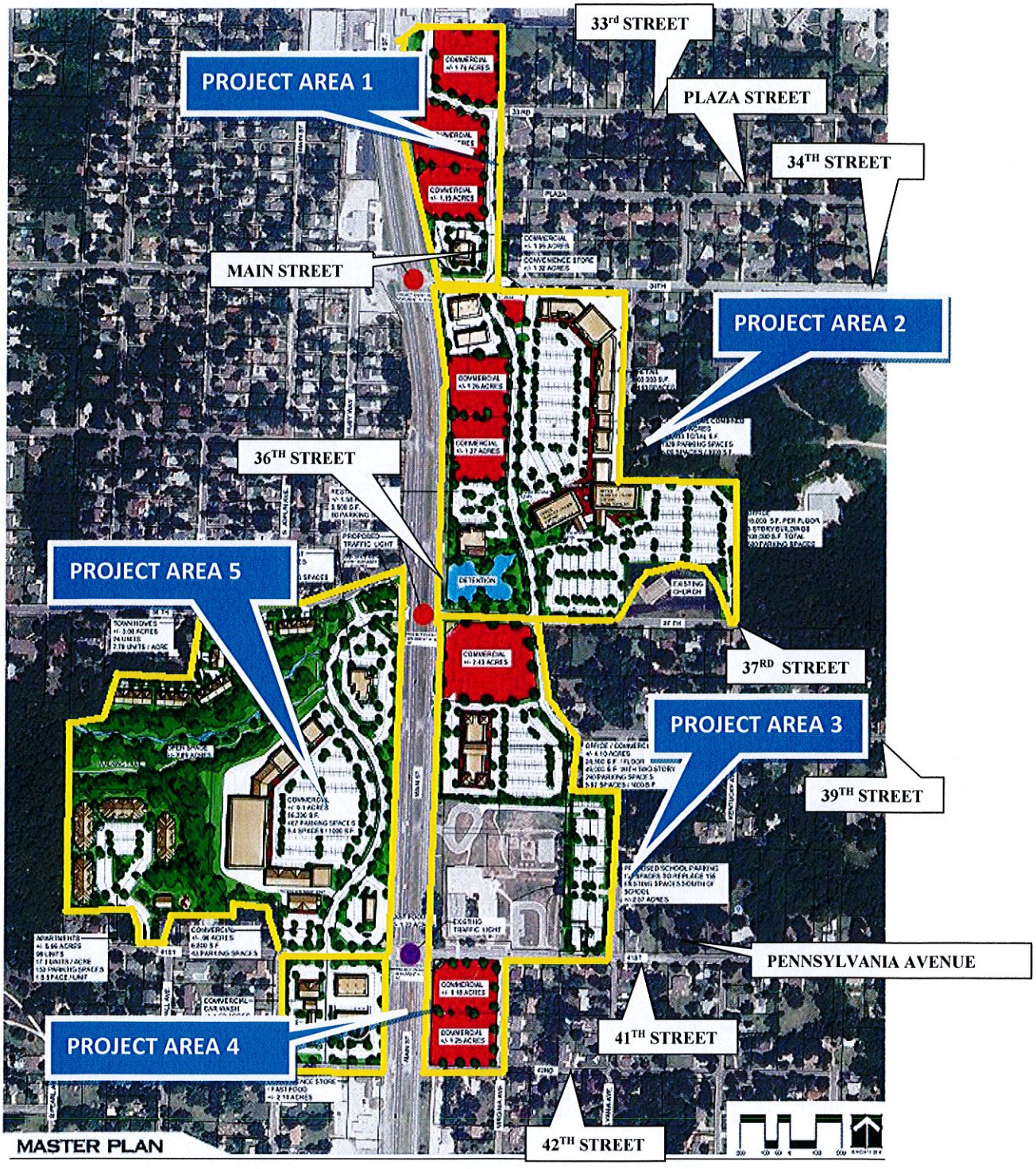
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal in my office the day and year last above written.

_____
Notary Public

My Commission Expires:

_____

# EXHIBIT A
## MAP OF REDEVELOPMENT AREA & PROJECT AREAS




- **YELLOW LINES ARE THE OUTER BOUNDARIES OF THE REDEVELOPMENT AREA PROJECT AREAS.**

South MAIN STREET TIF

COUNCIL BILL NO. 2014-019 ORDINANCE NO.

AN ORDINANCE approving a Tax Increment Financing Funding Agreement by and between RKS Development, LLC, the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri; authorizing the Mayor to execute said Agreement on behalf of the City of Joplin; and containing an emergency clause.

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

Section 1. That the Tax Increment Financing Funding Agreement by and between RKS Development, LLC, the Tax Increment Financing Commission of Joplin, Missouri, and the City of Joplin, Missouri, a copy of the same being attached hereto as Exhibit "A", be, and the same is, hereby approved.

Section 2. That the Mayor is hereby authorized to execute said Agreement on behalf of the City of Joplin, Missouri.

Section 3. That this Ordinance dealing with public improvements is an emergency within the meaning of Section 2.12(3) of the Home Rule Charter of the City of Joplin, Missouri, in that it deals allows the City to accept money to cover current expenses of the City for its administrative costs related to the City's review and evaluation of the proposed TIF. This Ordinance shall be in full force and effect immediately from and after its adoption and approval.

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

_____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 21, 2014**
**Council Bill No. 2014-152**

**Item: Project Management of the Hazard Mitigation Grant Program Voluntary Flood Buyout Project.**

**Originating Department: Public Works – Engineering**

Attachments: 1) Agreement
2) Council Bill No. 2014-152

| | |
|---|---|
| Engineering: Dan Johnson DJ | Date: 7-14-14 |
| Department Head: Nicholas A. Heatherly | Date: 7/14/14 |
| Finance Department: Leslie Haase | Date: 7-16-14 |
| Interim City Attorney: Peter Edwards | Date: 7/14/14 |
| Interim City Manager: Sam Anselm | Date: 7/8/14 |

**Recommended Action:** Approval of Consultant Agreement with Tri-State Engineering, Inc. not to exceed the amount of $35,135 for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project.

**Background:** In the Fall of 2013 City staff applied for a Hazard Mitigation Grant from the Federal Emergency Management Agency. In December of 2013 the State Emergency Management Agency informed the City that the grant had been awarded. The flood buyout of three properties has a project budget of $187,094.00 with the City's share of $46,774.00 and the Federal award of $140,320.00.

**Discussion:** City staff advertised for proposals on Sunday, May 18th and received a proposal from one qualified firm. The staff recommends Tri-State Engineering, Inc. (TSE) to provide project management and relocation assistance services for this project. The qualifications of TSE have been verified by the State Emergency Management Agency. The attached agreement includes a schedule of costs. The fee for design services is within industry standards.

**Recommendation:** Approval of Consultant Agreement with Tri-State Engineering, Inc. not to exceed the amount of $35,135 for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project.

| CITY | | ENGINEER | |
|---|---|---|---|
| CITY OF JOPLIN<br>602 S. MAIN STREET<br>JOPLIN, MO 64801 | | Name: Tri-State Engineering, Inc.<br>Address: 702 S. Main Street<br>Joplin, MO 64801 | |
| Attention: | | Attention: Clayton Cristy, PE | |
| Department: | | Phone: (417) 781-0643 | Fax: (417) 781-4714 |
| Phone: | Fax: | | |

**WORK AUTHORIZATION NUMBER TSE2014-02**
**TO AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**

City and Engineer agree to amend their Agreement for Professional Engineering Consulting Services to include a scope of work and fees for engineering services, by adding the following terms to their Agreement.

1. **Services**. The City agrees to engage the services of the Engineer and the Engineer agrees to perform the services hereinafter set forth in connection with projects described in ***Exhibit A***.

2. **Addition to Services**. The City may add to the Engineer services or delete therefrom activities of a similar nature to those set forth in ***Exhibit A***, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 5 hereof. The Engineer shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Engineer.

3. **Term**. The services of the Engineer shall commence as soon as practicable after the execution of this contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as ***Exhibit A***.

4. **Costs not to Exceed**. The City of Joplin is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this contract, which cannot be exceeded unless this contract is amended. The Engineer providing services hereunder shall be required to keep track of the amount of hours billable under this contract at all times; and any work in excess of the fixed sum shall not be eligible for payment. The Engineer shall notify the City if Engineer anticipates that the contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Engineer shall establish a billing system showing the amount of money remaining on the contract, which shall be shown in each monthly billing.

5. **Payment**.

a. **Conditioned upon acceptable performance**. The City agrees to pay the Engineer in accordance with the terms set forth in ***Exhibit A***, which shall constitute complete compensation for all services to be rendered under this contract; provided, that where payments are to be made periodically to Engineer for services rendered under this contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in ***Exhibit A***.

b. **Total compensation not to exceed**. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Engineer under the terms of this work Authorization Number TSE2014-02 exceed the sum of Thirty-Five Thousand One Hundred Thirty-Five Dollars ($ 35,135.00).

6. **Insurance**. Without limiting any of the other obligations or liabilities of the Engineer, the Engineer shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin

against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the Engineer to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Engineer to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City at the time that this contract is signed by the Engineer. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to cancellation or non-renewal of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main, Joplin, MO 64801; and

All policies except for the professional liability policy shall name the City as an additional insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, http://insurance.mo.gov/industry/sovimmunity.php ).

As of January 1, 2014, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... $1,000,000.00

b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least $1,000,000 for all claims to property arising out of a single occurrence and at least $100,000 to any one owner with respect to damages to property. Engineer agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Engineer, its employees, officers or agents. Engineer agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four and no/100 Dollars ($2,687,594.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Three Thousand One Hundred Thirty-Nine and no/100 Dollars ($403,139.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Errors and Omissions Insurance. The Engineer shall maintain a professional liability insurance policy in the amount of $1,000,000.00 on both a per-claim and an aggregate basis. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the construction of the project.

e. Subcontracts. In case any or all of this work is sublet, the Engineer shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B) and (C) hereof and in like amounts. Engineer shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

f. Notice. The Engineer and/or subcontractor shall furnish the City prior to beginning the work satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

g. Legislative or Judicial Changes. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Engineer, upon 10 days written notice, to execute a contract addendum whereby the Engineer agrees to provide, at a price not exceeding Engineer's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such

additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

7. All other terms and conditions of the original Agreement shall remain in effect.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals on the day and year herein stated.

**REVIEWED FOR APPROVAL**

Name & Title of Staff Project Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

Leslie Haase, Director of Finance

**APPROVED AS TO FORM**

Brian Head, City Attorney

**Engineer:** Tri-State Engineering, Inc.

By: 

Printed Name: Clayton L. Cristy, P.E.

Title: CEO

Date: 6/26/2014

**CITY OF JOPLIN, MISSOURI**

By: _____
Nicholas A. Heatherly, P.E.
Public Works Director

Date: _____

**EXHIBIT A TO WORK AUTHORIZATION NUMBER 2 TO AGREEMENT FOR PROJECT MANAGEMENT CONSULTING SERVICES**
**(Flood Buyout)**

**A. <u>Task 1 - Flood Buyout Project Management</u>**

Consultant shall provide the City of Joplin with the following services:

Appraisal of properties:

Sub-consultant appraisals and appraisal reviews.

Costs would be $3000 for appraisal of the three properties and $1800 for appraisal reviews of the three properties.

**Total costs: $4800**

Project Management:

We will provide the following hours and costs to be spent in managing the project:

Project Manager, CFM 40 hours @ $155/hr: $6,200
Secretarial 10 hours @ $40/hr: $400

**Total $6,600**

Title work and land surveys: We would use a sub-consultant for the title commitments. The cost for this would be $200 each or **$600 total.**

The land surveys would be as follows:

Survey Crew 16 hours @ $140/hr: $2,240
Drafting 7 hours @ $85/hr: $595
Professional Surveyor 4 hours @ $140/hr: $560

**Total $3,995**

Negotiations with home owners:

**Negotiator 45 hours @ $100/hr: $4,500**

A fee amount of $1,500 per parcel for negotiation activity will include preparation of acquisition documents and at least three (3) contacts with the owners to insure that the owner has the opportunity to consider the offer of compensation, free of coercion, and securing a signed conveyance. if negotiations are unsuccessful after three attempts, the City of Joplin will be notified that negotiating activity has failed and Tri-Stat engineering will request direction on how to proceed.

The above negotiation fee is based upon the following: The City of Joplin will provide TSE with a notice to proceed and the following:

(1) all applicable title commitments (less than 6 months old)
(2) individual tract plats if available
(3) legal descritions of acquisition
(4) applicable brochure example
(5) all conveyances and documents will be turned voer to the City for closing each transaction
(6) The City of Joplin will provide vacancy notices to each owner when applicable.

Bidding services for asbestos abatement and demolition:

We will provide the following hours and costs to be spent in preparing the asbestos abatement and demolition bid documents:

Project Manager 16 hours @ $140/hr: $2,240
Draftsman 24 hours @ $85/hr: $2,040
Secretary 24 hours @ $40/hr: $960
Pre-Demo Asbestos Inspection $500

**Total $5,740**

**Total for all Services - Task 1: $25,635**

## B. Task 2 - Relocation Assistance

The following is a breakdown of the services we are proposing for the relocation assistance portion of the project:

- Communication with tenant regarding the Relocation Assistance Program
- Preparation of a Relocate Questionnaire
- Preparation of rental subsidy study
- Researching similar replacement residence
- Documentation of eligibility, rental subsidy, offer, etc.
- Coordination and communication with the tenant regarding the rental subsidy offer and moving options.
- Assistance in finding a residence
- Inspection of possible residences (decent, safe and sanitary)
- Documentation of move and payments
- Inspection of existing residence to assure that tenant has moved
- Inspection of new residence to assure that the tenant is inhabiting the new location.
- Documentation of move and payments
- Negotiation reports for all contacts
- Documentation of notifications and offers and acquisition of property forms

When a owner/tenant is displaced from a dwelling the hours that are required to administer the RA program. We will provide the following hours and costs to be spent administering the RA program:

**Negotiator 95 hours @ $100/hr $9,500.**

**Total for all Services - Task 2 : $9,500**

## C. TERMS

The services of the Engineering shall begin as soon as a written Notice to Proceed is provided by the Owner. Preparation of Task 1 and 2 shall be completed and submitted to the Owner within 18 months after the receipt of the Notice to Proceed.

**B. PAYMENT**

An amount equal to the cumulative hours charged to the Project by each class of Tri-State Engineering's personnel times Standard Hourly Rates as set forth in the attached Rate Schedule for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Sub-Consultants' charges, if any. The not to exceed cost of the above-mentioned project management services is:

| | |
|---|---|
| Task 1 – Flood Buy out Project Management | $ 25,635.00 |
| Task 2 – Relocation Assistance | $ 9,500.00 |
| **Total** | **$ 35,135.00** |

TRI-STATE ENGINEERING, INC.

A. *Schedule of Hourly Rates (2014):*

Hourly rates for services performed on or after the Effective Date are:

| | |
|---|---|
| Engineer Principal | $ 180.00 |
| Managing Engineer | $ 155.00 |
| Prof. Engineer I | $ 135.00 |
| Prof. Engineer II | $ 115.00 |
| Engineer Intern | $ 85.00 |
| Prof. Surveyor I | $ 140.00 |
| Prof. Surveyor II | $ 100.00 |
| Survey Manager | $ 90.00 |
| Survey Party Chief | $ 80.00 |
| Surveyor's Aide I | $ 60.00 |
| Surveyor's Aide II | $ 45.00 |
| GPS Equipment or Robotic Equipment | $ 35.00 |
| Chief Designer | $ 95.00 |
| Designer I | $ 85.00 |
| Designer II | $ 75.00 |
| Engineering Tech I | $ 63.00 |
| Engineering Tech II | $ 53.00 |
| Resident Project Representative I | $ 80.00 |
| Resident Project Representative II | $ 63.00 |
| GIS Specialist | $ 75.00 |
| GIS Technician I | $ 60.00 |
| Field Service Tech | $ 75.00 |
| Secretary | $ 50.00 |
| Appraiser | $ 105.00 |
| Right of Way Agent I | $ 95.00 |
| Public Relations Specialist | $ 85.00 |
| Traffic Technician I | $ 80.00 |
| Expert Witness | $ 210.00 |
| Arbitrator/Mediator | $ 210.00 |


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**COUNCIL BILL NO. 2014-152** **ORDINANCE NO.**

AN ORDINANCE approving an agreement with Tri-State Engineering Inc. in the amount of Thirty Five Thousand One Hundred Thirty Five and no/100 ($35,135.00) for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project; and, containing an emergency clause.

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

Section 1. Approval of an agreement with Tri-State Engineering Inc. in the amount of Thirty Five Thousand One Hundred Thirty Five and no/100 ($35,135.00) for project management and relocation assistance services, as part of the Voluntary Flood Buyout Project.

Section 2. That the Public Works Director of the City of Joplin, Missouri, is hereby authorized to execute said Agreement for and on behalf of the City of Joplin.

Section 3. This ordinance is an emergency within the means of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin. Specifically, this ordinance approves project management to begin immediately to match the timeline in the grant, and appropriations for this project have been included in the 2013-2014 budget.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this _____ day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

City of Joplin

City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JULY 21, 2014**

**ITEM: COUNCIL BILL NO. 2014-512**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill**

| | |
|---|---|
| **Department Head: Leslie Haase** LH | **Date:** 7-14-14 |
| **City Attorney: Peter Edwards** PE | **Date:** 7/15/14 |
| **City Manager: Sam Anselm** | **Date:** 7/16/14 |
| **Assistant PW Director: Troy Bolander** T.B. | **Date:** 7-12-14 |

**INTRODUCTION:**
This Council Bill approves the transfer of property interests in 1717 Market Place.

**DISCUSSION:**
In the late summer of 2012, the developer for the 1717 Market Place TIF filed bankruptcy. During 2013, the court ordered the City to make the TIF payments to a receivership for the bank holding the loan on the development. The receivership then placed the property and the TIF/TDD revenue stream up for auction on May 19, 2014.

As a result of the auction, the court has approved the assets to be split and sold to three different buyers. The successful bidder on the property for the Academy/Westco/L-Shaped Tract is Warren Davis Properties for a bid amount of $8,475,000. The successful bidder on the property for the Backyard Burger parcel and the 17th Street Lot is RKS Joplin I for a bid amount of $660,000. The successful bidder for the TIF/TDD revenue stream is WBB, LLC for a bid amount of $4,845,000.

The 1717 Market Place TIF is a "pay-as-you-go" TIF, thus the sale of the property in no way harms the TIF or the City. This TIF is mostly completely constructed. The City still expects this TIF to pay off early, barring any unforeseen changes to the revenue stream.

**RECOMMENDATION:**
City Staff recommends this Council Bill be approved on an emergency basis.

COUNCIL BILL NO. 2014-512 ORDINANCE NO.

AN ORDINANCE approving the transfer of property interests in the 1717 Market Place Tax Increment Financing Plan Redevelopment Area; and containing an emergency clause.

WHEREAS, on May 19, 2014, pursuant to Cause No. 13AO-CC00265 in the Circuit Court of Jasper County, Missouri, certain real property and rights owned by the developer of the 1717 Market Place Tax Increment Financing Plan (the "TIF Plan") were auctioned for sale; and

WHEREAS, RKS Joplin I, LLC ("RKS") and Warren Davis Properties XXVII, LLC ("Warren Davis") submitted bids and were deemed by the Circuit Court to be the winning bidders of the right to purchase certain real property and improvements in the TIF Plan Redevelopment Area; and

WHEREAS, pursuant to the Tax Increment Financing Redevelopment Agreement Between the City of Joplin, Missouri and 1717 Market Place, LLC (the "Redevelopment Agreement"), the transferee of a property interest within the Redevelopment Area shall agree to comply with the requirements of the TIF Plan and the Redevelopment Agreement; and

WHEREAS, RKS and Warren Davis have agreed to comply with the requirements of the TIF Plan and Redevelopment Agreement as evidenced by Acknowledgment documents executed by the parties; and

WHEREAS, the City Council desires to approve the transfer of the property interests as described in the Acknowledgment documents executed by RKS and Warren Davis.

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

Section 1. That the transfer of the property interests to RKS and Warren Davis as described in the Acknowledgment documents, copies of which are attached hereto as Exhibit A, is hereby approved.

Section 2. That this Ordinance is an emergency within the meaning of Section 2.12(1)(6) of the Home Rule Charter of the City of Joplin, Missouri, in that said Ordinance deals with the preservation of property, health, and safety and relating to public improvements, and as such, is considered an emergency and shall take effect immediately upon passage. Specifically, this ordinance approves real estate interests in the TIF redevelopment area.

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

day of _____, 2014, by a vote of _____.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

# ACKNOWLEDGEMENT

This Acknowledgement executed and entered into this _____ day of June, 2014 by Warren Davis Properties XXVII, LLC ("Warren Davis") in connection with its purchase of certain real property and improvements described below.

WHEREAS, Warren Davis, as assignee, is the purchaser under the JUDGMENT APPROVING AGREEMENTS FOR PURCHASE AND SALE OF ASSETS dated May 19, 2014 (the "Judgment") which approved, in part, the Court Approved Purchase and Sale Agreement (the "Purchase Agreement) with regard to the Academy/Westco Parcel ("Academy Parcel") and the L-Shaped Parcel ("L-Shaped Parcel") (collectively with their improvements, the "Property"), wherein CBRE, INC. (in its capacity as Receiver, "CBRE"), as court-approved Receiver for 1717 MARKET PLACE II, L.L.C. ("1717 MPII") AND BARRY H. WORTH, BROWN SMITH WALLACE, LLC (in his capacity as Receiver, "Worth"), as court-approved Receiver for 1717 MARKET PLACE, L.L.C. ("1717 MPI") are the Sellers of the Property; and

WHEREAS, the Property is located in a TIF Redevelopment Area located on or near Rangeline Road in the City of Joplin, State of Missouri, that encompasses what is commonly referred to as 1717 Market Place (the TIF being referred to as the "Market Place TIF"); and

WHEREAS, the Redevelopment Agreement executed in connection with the Market Place TIF and the City of Joplin require any purchaser of real property located within the TIF Redevelopment Area to execute an agreement acknowledging that the property acquired shall be subject to the requirements of the Redevelopment Agreement executed as part of the Market Place TIF; and

WHEREAS, Warren Davis has agreed to provide this Acknowledgement in part consideration of the purchase of the Property and to meet the obligations of the City of Joplin and the Redevelopment Agreement; and

WHEREAS, in connection with the Judgment, WBB, LLC was the successful bidder with regard to the purchase or acquisition of the revenues from the Market Place TIF ("TIF Revenue Stream"); and

WHEREAS, the closing on the TIF Revenue Stream has not yet occurred; and

WHEREAS, Warren Davis, or an affiliate, is the back-up bidder with regard to the purchase and acquisition of the TIF Revenue Stream; and

WHEREAS, WBB, LLC, or such other purchaser of the TIF Revenue Stream (the one closing being the "TIF Purchaser") will be obligated by the City of Joplin to make certain public improvements located at or near the intersection of 15th Street and Rangeline Road in the City of Joplin (the "15th St. Improvements").

NOW, THEREFORE, in consideration of the above contained recitals and for other good and valuable consideration, the following acknowledgement is made:

1. Warren Davis acknowledges and agrees that the Property is in a TIF Redevelopment Area and therefore is subject to the requirements of the Redevelopment Plan and the obligations in the Redevelopment Agreement relating to the Property.

2. Notwithstanding anything to the contrary contained herein, Warren Davis states that this Acknowledgement is being executed expressly conditioned on Warren Davis having no obligations or responsibility for constructing any additional public improvements with regard to the 15th St. Improvements, unless Warren Davis or an affiliate thereof is the TIF Purchaser. Warren Davis expressly understands that the obligations to make the public improvements with regard to the 15th St. Improvements is the responsibility of the TIF Purchaser.

IN WITNESS WHEREOF, Warren Davis executes this Acknowledgment as of the date and year above.

**WARREN DAVIS PROPERTIES XXVII, L.L.C.**
By: Davis Properties, L.L.L.P., member
By: Davis Property Holdings, L.L.C., general partner

BY_____
Warren B. Davis, Manager

# ACKNOWLEDGEMENT

This Acknowledgement is executed and entered into this _____ day of June, 2014 by RKS Joplin I, LLC ("RKS") in connection with its purchase of certain real property and improvements described below.

WHEREAS, RKS is the purchaser under the JUDGMENT APPROVING AGREEMENTS FOR PURCHASE AND SALE OF ASSETS dated May 19, 2014 (the Judgment"), which approved, in part, the Court Approved Purchase and Sale Agreement (the "Purchase Agreement") with regard to the Back Yard Burgers Parcel (the "BYB Parcel") and 17TH STREET LOT ("17th Street Lot") (collectively with their improvements, the "Property"), wherein BARRY H. WORTH, BROWN SMITH WALLACE, LLC (in his capacity as Receiver, "Worth"), as court-approved Receiver for 1717 MARKET PLACE, L.L.C. ("1717 MPI") is the Seller of the Property; and

WHEREAS, the Property is located in a TIF Redevelopment Area located on or near Rangeline Road in the City of Joplin, State of Missouri, that encompasses what is commonly referred to as 1717 Market Place (the TIF being referred to as the "Market Place TIF"); and

WHEREAS, the Redevelopment Agreement executed in connection with the Market Place TIF and the City of Joplin require any purchaser of real property located within the TIF Redevelopment Area to execute an agreement acknowledging that the property acquired shall be subject to the requirements of the Redevelopment Agreement executed as part of the Market Place TIF; and

WHEREAS, RKS has agreed to provide this Acknowledgement in part consideration of the purchase of the Property and to meet the obligations of the City of Joplin and the Redevelopment Agreement; and

WHEREAS, in connection with the Judgment, WBB, LLC was the successful bidder with regard to the purchase or acquisition of the revenues from the Market Place TIF ("TIF Revenue Stream"); and

WHEREAS, the closing on the TIF Revenue Stream has not yet occurred; and

WHEREAS, WBB, LLC, or such other purchaser of the TIF Revenue Stream (the one closing being the "TIF Purchaser") will be obligated by the City of Joplin to make certain public improvements located at or near the intersection of 15th Street and Rangeline Road in the City of Joplin (the "15th St. Improvements").

NOW, THEREFORE, in consideration of the above contained recitals and for other good and valuable consideration, the following acknowledgement is made:

1. RKS acknowledges and agrees that the Property is in a TIF Redevelopment Area and therefore is subject to the requirements of the Redevelopment Plan and the obligations in the Redevelopment Agreement relating to the Property.

2. Notwithstanding anything to the contrary contained herein, RKS states that this Acknowledgement is being executed expressly conditioned on RKS having no obligations or responsibility for constructing any additional public improvements with regard to the 15th St. Improvements, unless RKS or an affiliate thereof is the TIF Purchaser. RKS expressly understands that the obligations to make the public improvements with regard to the 15th St. Improvements is the responsibility of the TIF Purchaser.

IN WITNESS WHEREOF, RKS executes this Acknowledgment as of the date and year above.

**RKS JOPLIN I, LLC**

BY_____
Stuart M. Stenger, Manager

City of Joplin — City Council Agenda Item

**REQUESTED COUNCIL MEETING DATE: JULY 21, 2014**

**ITEM: COUNCIL BILL NO. 2014-513**
**ORIGINATING DEPARTMENT: FINANCE DEPARTMENT**
**ATTACHMENTS: 1) Copy of Council Bill**

| | |
|---|---|
| **Department Head: Leslie Haase** LH | **Date:** 7-14-14 |
| **City Attorney: Peter Edwards** PE | **Date:** 7/15/14 |
| **City Manager: Sam Anselm** | **Date:** 7/16/14 |
| **Assistant PW Director: Troy Bolander** T.B. | **Date:** 7-16-14 |

**INTRODUCTION:**
This Council Bill approves the transfer of the TIF and TDD revenue stream of the 1717 Market Place TIF to WBB, LLC. Under this agreement, Council is considering whether to approve WBB as the new developer of this TIF. The agreement also obligates WBB to complete the 15th Street improvements within twenty-four months, unless a written extension is granted by the City.

**DISCUSSION:**
In the late summer of 2012, the developer for the 1717 Market Place TIF filed bankruptcy. During 2013, the court ordered the City to make the TIF payments to a receivership for the bank holding the loan on the development. The receivership then placed the property and the TIF/TDD revenue stream up for auction on May 19, 2014.

As a result of the auction, the court has approved the assets to be split and sold to three different buyers. The successful bidder on the property for the Academy/Westco/L-Shaped Tract is Warren Davis Properties for a bid amount of $8,475,000. The successful bidder on the property for the Backyard Burger parcel and the 17th Street Lot is RKS Joplin I for a bid amount of $660,000. The successful bidder for the TIF/TDD revenue stream is WBB, LLC for a bid amount of $4,845,000.

According to the TIF Redevelopment Agreement, the City must approve the sale or disposition of the project property. The purchaser must comply with the requirements of the Redevelopment Agreement.

This TIF is nearly completely constructed. However, there is one major piece of the development that is not complete. The 15th Street access easement from Rangeline Road to the Wal-mart property has not been built to city street specifications and dedicated to the City, which also includes installing period lighting along this street. The TIF has not certified all of the available costs, so this remaining piece of the project can be reimbursed following the proper certification of the expenses related to this work. There is an additional $1,060,611 left to be certified on this TIF.

**RECOMMENDATION:**
City Staff recommends this Council Bill be approved on an emergency basis.

# ORDINANCES

# FIRST READING

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 21, 2014**

**Item: COUNCIL BILL NO. 2014-154**
**Originating Department: PUBLIC WORKS - MAPS**

Attachments: 1) Copy of Grant Offer (Application for State Operating Assistance) Attachment A
2) Copy of Grant Agreement
3) Copy of Ordinance

Department Head: Nicholas A. Heatherly Date: 7/11/14
Finance Department: Leslie Haase Date: 7-14-14
Interim City Attorney: Peter C. Edwards Date: 7/14/14
Interim City Manager: Samuel L. Anselm Date: 7/14/14

Recommended Action: Authorization of an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

**Background:** The City of Joplin has operated the Metro Area PublicTransit System (MAPS) since 1998 and the Sunshine Lamp Trolley since 2007. MAPS provides curb-to-curb public transit to residents of the MPO area and the Sunshine Lamp Trolley provides deviated fixed route service within the City of Joplin. During the last City fiscal year, these services provided 140,609 total rides. The majority of MAPS & Trolley riders are elderly, disabled, or have no personal transportation available. The system operates Monday through Saturday.

**Discussion**: MAPS and the Sunshine Lamp Trolley are funded by a combination of rider fares, donations, and the financial participation of other major communities in the MPO. Additionally, the Federal Transit Administration reimburses the City for capital and operational expenses at 80% and 50% respectively. These FTA funds require a local match to qualify. The funds being offered by the State of Missouri are unique in that they do not require local matching funds. The State is offering $4,386 in grant funds, which is a $375.00 reduction from the funds paid in the State's fiscal 2014.

**Recommendation:** Staff recommends that the City apply for these funds and enter into an agreement with the Missouri Department of Transportation for their use in operating the MAPS and Sunshine Lamp Trolley systems.

Attachment A

# Application

Missouri State Transit Assistance Program

| | |
|---|---|
| Applicant Agency Name:<br>Street and Mailing Address:<br>City, State (Missouri), Zip+4 Code | City of Joplin<br>602 S. Main<br>Joplin, MO 64801 |
| Agency Contact Person - Name<br>Contact Person: e-mail Address<br>Contact Person: Work Phone<br>Contact Person: Fax Number | Robert Lolley<br>rlolley@joplinmo.org<br>417-625-4793<br>417-625-4747 |

Eligibility Criteria: (Check All That Apply):

*(If operating both urbanized and rural transit service, submit separate applications)*

| | |
|---|---|
| ☑ | A City |
| ☐ | A City Transit Authority |
| ☐ | A City Utilities Board |
| ☐ | An Interstate Transit Authority (as defined in 94.600 RSMo) |
| ☐ | An Intrastate Transportation Authority |
| ☐ | A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds |
| ☐ | A sub-recipient of FTA Section 5311 non-urbanized formula funds |

Operating and Capital Costs for Operating Public Transit Service in Missouri

| Costs / Year | 2011 | 2012 | 2013 |
|---|---|---|---|
| Transit Operating Costs | $886,586 | $1,100,985 | $941,051 |
| Transit Capital Costs | $383,587 | $261,064 | $246,571 |
| Total: Transit Operating + Capital Costs | $1,270,173 | $1,362,049 | $1,187,622 |

Past and Projected Annual Passenger Ridership in Missouri (unlinked trips):

| | | | |
|---|---|---|---|
| 2011 | 130,809 | | |
| 2012 | | 155,058 | |
| 2013 | | | 140,609 |
| 2015 Projected | | | 147,000 |

Agency's Missouri Transit Service Area Population: Urbanized: 84,807 Rural:

| Annual Vehicle Miles Operated; | 2011 | 2012 | 2013 |
|---|---|---|---|
| | 285,293 | 352,234 | 355,137 |
| Cost per Mile (divide total cost by miles) | $4.45 | $3.87 | $3.34 |

*(Complete remainder of application on back of form)*

| Cost per Passenger (divide total cost by ridership) | 2011 | 2012 | 2013 |
|---|---|---|---|
| | $9.71 | $8.78 | $8.45 |

Description of Proposed Year 2015 Public Transit Service in Missouri

| | |
|---|---|
| Days of Transit Operation: | Monday-Saturday, no Sunday service |
| Weekday Hours of Operation: | 6am-6pm |
| Saturday Hours of Operation: | 8:30am-4pm |
| Sunday Hours of Operation: | None |

Amount of Annual Local Effort or Tax Support for Transit:

| 2011 | 2012 | 2013 |
|---|---|---|
| 356,946 | $475,542 | $408,048 |

Description of local financial effort or local tax support for appliant's public transit service:

City of Joplin funds 20% Capital Match and 50% Operations Match with a local Transportation Sales Tax.

| Applicant Agency Authorized Signature: | Date: |
|---|---|
| Robert Kelley | 4/9/14 |

Submit completed and signed application to:

Transit Section - Multimodal Operations
Missouri Department of Transportation
P.O. Box 270
Jefferson City, MO 65102-0270
or FAX to: (573) 526-4709
or e-mail to: Transit@modot.mo.gov

*For Technical Assistance:* Transit@modot.mo.gov

Tele: (573) 751-2523

*Form located at:*
http://www.modot.mo.gov/othertransportation/transit/transitapplicationsreportsprograms.htm

*(Version 2014-02-24)*

CCO Form: TC09
Approved: 06/96 (RMH)
Revised: 09/10 (AML)
Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**
**PUBLIC TRANSIT OPERATING**
**ASSISTANCE GRANT AGREEMENT**

THIS AGREEMENT is entered into between the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Joplin (hereinafter, "Grantee").

WITNESSETH:

WHEREAS, the purpose of this Agreement is to provide financial assistance to the Grantee as appropriated from the State Transportation Fund and to set forth the conditions upon which the assistance will be provided;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) SCOPE OF WORK: The Grantee shall provide general public transportation in accordance with the "Public Transportation Budget and Service Statement" which is attached and made a part of this Agreement as Attachment A.

(2) AMOUNT OF GRANT: The Commission awards the Grantee the sum of Four Thousand Three Hundred Eighty-Six dollars ($4,386) during the period from July 1, 2014, to June 30, 2015.

(3) PERFORMANCE OF AGREEMENT: The Grantee shall immediately notify the Commission in writing of any condition or event which may significantly affect its ability to perform the required activities in accordance with the provisions of this Agreement.

(4) RETENTION AND AUDIT OF RECORDS:

(A) The Grantee shall maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its representatives during the period of this Agreement and any extension thereof, and for three (3) years after the date of final payment made under this Agreement.

(B) The Grantee shall submit to the Commission such data, reports, documents, and other information relating to the Grantee's activities as the Commission may require at any time.

(C) At any time during or after the grant period provided in this Agreement, the Commission may inspect, copy and audit all records possessed by or available to the Grantee, which may be pertinent to this Agreement. If the Commission notifies the Grantee of its specific intention to inspect, copy or audit any of these records, then the Grantee shall retain all of the records pertinent to this Agreement until the Commission notifies the Grantee that it has completed its inspection, copying or audit.

(5) THIRD PARTY CONTRACTS:

(A) Prior to execution by either party, the Grantee shall submit to the Commission for review, comment and approval all contracts for services included in the Public Transportation Budget and Service Statement to be provided to the Grantee by a third party.

(B) The Commission shall not be liable to contractors or subcontractors of the Grantee or any other person not a party to this Agreement in connection with the performance of the project.

(6) PAYMENTS:

(A) Limitations on Commission Contribution: Funds made available to the Commission and the Grantee are subject to appropriations made by the General Assembly. In the event state funds available to the Commission are reduced so that the Commission is incapable of completely satisfying its obligations to all the Grantees for the current state fiscal year, the Commission may recompute and reduce this grant. When added to federal operating assistance funds available and applied to the same operating period, the maximum Commission payment on any monthly or quarterly request shall not cause the total of state and federal operating assistance to exceed the amount of operating assistance for which the Grantee would have qualified in federal funds had additional federal funds been available.

(B) Progress Payments: Progress payments, based upon actual allowable costs, for not less than one (1) month and for no more than three (3) months may be made upon receipt of an itemized invoice from the Grantee in an appropriate format approved by the Commission. The itemized invoice shall be reviewed by the Commission prior to payment and must include a certification that costs have been incurred in the performance of the Agreement and a record of the actual costs. Any costs deemed ineligible for reimbursement by the Commission in accordance with the terms of this Agreement shall be deducted from the itemized invoice before payment is made. Any rejected or unaccepted costs shall be borne by the Grantee.

(C) Availability of Funds: The Commission's duty to pay the Grantee as provided in this Agreement is subject to the availability of funds appropriated by the Missouri General Assembly to and from the State Transportation Fund and any subsequent directives mandated by the Governor regarding the withholding of appropriations.

(7) ASSIGNMENT: The Grantee shall not assign, transfer or delegate any interest in this Agreement, or its performance of any work required by this Agreement, without the prior written consent of the Commission.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Grantee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Grantee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Grantee will require any contractor procured by the Grantee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) RIGHT OF COMMISSION TO TERMINATE AGREEMENT: Upon written notice to the Grantee, the Commission may suspend or terminate all or part of the financial assistance provided for in this Agreement when the Grantee is, or

has been, in violation of any of the terms of this Agreement.

(10) COMMISSION'S REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(11) NONDISCRIMINATION CLAUSE: The Grantee shall comply with all state and federal statutes applicable to the Grantee relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*); and with every applicable provision of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*).

(12) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Grantee shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) NONSOLICITATION: The Grantee warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Grantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

(15) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment or supplemental agreement signed and approved by the duly authorized representatives of the Grantee and the Commission.

(16) DISPUTES: Any disputes that arise under this Agreement shall be decided by the Commission or its representative.

(17) LACK OF WAIVER: In no event shall payment of grant funds to the Grantee by the Commission constitute or be construed as a waiver by the Commission of any breach of covenants, or any default which may exist on the part

of the Grantee, and the making of any such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission with respect to such breach or default.

(18) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the Grantee:

_____

_____

_____

Facsimile No.:_____

(B) To the Commission:

_____

_____

_____

Facsimile No.:_____

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by the Grantee this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____
Director, Multimodal Operations

Attest:

_____
Secretary to the Commission

Approved as to Form:

_____
Counsel for the Commission

GRANTEE

By _____

Title _____

Attest:

By _____

Title _____

Approved as to Form:

_____
Counsel

_____
Ordinance Number (if applicable)

**COUNCIL BILL NO. 2014-154 ORDINANCE NO.**

AN ORDINANCE authorizing an Application to the Missouri Department of Transportation for state funds to be used for operating assistance for the Metro Area PublicTransit System.

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

Section 1. That the City of Joplin, Missouri, shall make Application to the Missouri Department of Transportation for state funds in the amount of $4,386 to be used for operating assistance for the Metro Area PublicTransit and Sunshine Lamp Trolley Systems;

Section 2. That the City of Joplin, Missouri, understands that such funds, if granted, do not require a local match.

Section 3. That the City Manager is hereby authorized and directed to execute said Application and Agreement on behalf of the City of Joplin, Missouri, and to submit said documents to the Missouri Department of Transportation.

Passed by the Council of the City of Joplin, Missouri, this _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

# SECOND &THIRD READING

City of **JOPLIN** City Council Agenda Item

**Requested Council Meeting Date: July 7, 2014**

**Item: COUNCIL BILL NO. 2014-262**
**Originating Department: PLANNING & COMMUNITY DEVELOPMENT**

Attachments: 1) Planning Report
2) Commission Minutes
3) Copy of Council Bill
4) Copy of Amended Council Bill

Public Works Director: Nicholas A. Heatherly NAH Date: 6/19/14
Interim City Attorney: Peter C. Edwards PE Date: 6/24/14
Interim City Manager: Samuel L. Anselm SLA Date: 6/19/14
Board or Commission: Planning and Zoning Commission MDW Date: 6/9/2014

Recommended Action: Planning and Zoning Commission recommended approval to rezone the property in this request to District C-3-PD by a vote of "7 in favor, 0 absent"

SUMMARY/REQUEST:
Case 021-14: Generally between Second and Fourth Streets and High and Comingo Avenues – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 (Commercial) for the future redevelopment of Joe Becker Stadium – City of Joplin.

STAFF SUMMARY:
The property includes the historic Joe Becker Stadium which is being redeveloped. The existing zoning district allows limited land uses for recreational-related activities. Rezoning to C-3 will permit the development of potential future uses that support the stadium, including retail, restaurants and entertainment. The rezoning is the first step in the redevelopment process. Requests for street and utility easement vacations will be submitted in the future.

Staff recommends approval of Case 021-14.

PLANNING & ZONING COMMISSION TESTIMONY:
Mr. Wright stated this is the first step in the redevelopment of Joe Becker Stadium. This case consists of the stadium and properties south of Third Street between High and Comingo, along with one small lot north of Second Street. This rezoning will permit a variety of uses that have been proposed as part of the redevelopment, including restaurants, retail, and entertainment uses. Staff has received concerns from residents who have received letters over the past two weeks.

Mr. Wright clarified that the properties being rezoned are only those properties owned by the City of Joplin and the owner of the baseball team. Property owners within 185 feet are notified, but their properties are not being rezoned. Three protest petitions have been received. Some of

the concerns include additional noise, light, and traffic created by the projected attendance at the stadium. Many of these concerns will be addressed as Staff works with the architects and engineers on the site plan for this development. Buffering will be required where the C-3 zoning abuts the R-2 zoning to the north.

Mr. Ramsour asked about any intention for Second Street to go through beyond the left field wall of the stadium since it currently dead-ends in the middle. Mr. Wright replied that the street will not go through, in that there may be several vacations in this area. Second Street between High and Comingo is platted as a through street but has actually been blocked off just past the alley.

Mr. Duncan asked if all the properties within the red line on the map are owned by the City, and Mr. Wright replied yes. Several lots are also owned by the baseball team, with the City having a letter of consent to rezone those properties. The properties within the heavy red line are to be rezoned, with everything inside the outer red line being those property owners who have been notified.

Parks Director Chris Cotten addressed the commissioners and offered to answer any questions regarding the rezoning.

Mr. Duncan asked Mr. Cotten what is planned along the south side of Third Street. He replied mostly parking, with temporary chip-and-seal lots until such time as a developer wants to develop the plaza.

Mr. Eastman asked Mr. Cotten about plans for the property north of the ball park, if the baseball team anticipates purchasing more of those properties. He replied that the City is interested in acquiring the Crosslines property, but no additional expansion to the north.

Mr. Ramsour asked about vacating Third Street. Mr. Cotten replied it would need to be vacated.

Mr. Eastman asked about Second Street, and Mr. Cotten asked if that is part of the Crosslines parking lot. Mr. Bolander replied that Second Street could potentially be vacated as well since it's not currently a through street.

Mr. Duncan asked if Second Street would just be vacated for that one block between High and Comingo. Mr. Bolander does not have any development plans at this point, so he was not sure how much of Second Street would be vacated. He stated the commissioners can add a planned overlay district to this request which will require the review of development plans by this commission and the City Council to ensure that the neighbors' concerns are being addressed.

Without having the design, Mr. Bolander doesn't know what's going to be vacated and what's going to be improved. The City staff is currently in the process of hiring an architect to prepare those designs. To make sure this project moves forward, the commissioners can make this a planned overlay district. This gives the architect, the commissioners, and the City Council an opportunity to design the development to address some of the neighbors' concerns.

Mr. Ramsour asked about blocking Comingo Avenue from Second to First Street during events to eliminate the traffic. People could walk to the event, but they couldn't be speeding and hitting

children. Mr. Bolander thought there may be a way to block the street, but he couldn't make that decision at this point. The City staff must look at traffic flow and access by emergency personnel.

Mr. Cotten stated that the stadium will essentially remain in its current footprint. The reason for vacating Third Street is the development of the plaza. The City resumes possession of Memorial Hall on July 31, 2014, and is working with the baseball team for them to use that facility as a performing arts venue for concerts and other events. The ball games would end at about the same time as Missouri Southern State University and the Joplin Outlaws currently play. The staff has taken steps to address some of these concerns.

PUBLIC COMMENT:
Comments in opposition to this request were received from the following:

Mr. Will Cupps, 227 Comingo Avenue, Joplin
Ms. Irene Carr, 229 Comingo Avenue, Joplin

They expressed concerns regarding the noise, light, and traffic that would be created by the projected attendance at the stadium. They expressed concerns for the children in the area and disturbing the residents' peace and quiet. They also asked about time constraints for events in this area.

Three (3) protest petitions have been received.

Z&P Meeting: June 9, 2014
City Council Meeting: July 7, 2014

# STAFF PLANNING REPORT
## Rezoning

**CASE 021-14:**

A request to rezone from District R-2 (Two-Family Residential) to District C-3 (Commercial) for the redevelopment of Joe Becker Stadium and surrounding properties.

**APPLICANT:** City of Joplin

**LOCATION:** Generally between 2nd and 4th Streets, High and Comingo Avenues, and one lot north of 2nd Street between High and Comingo

**REQUESTED ZONING:** C-3 (Commercial)

**CORRIDOR:** N/A (Planned Development not required)

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**EXISTING CONDITIONS:**

| Zoning | Land Use | Property Size |
|---|---|---|
| R-2 (Two-Family Residential) | Residential, Recreational | 820' x 420' / 6.86 acres |

**SITE CONTEXT:**

| | North | East | South | West |
|---|---|---|---|---|
| Existing Zoning | R-2 | R-2 | C-1, M-2 | R-2, M-2, M-2 PD |
| Land Use | Residential | Residential, Community-support service | Commercial, Industrial | Residential, Industrial |

**FUTURE LAND USE:**

The 2012 Future Land Use Map designates this property as medium-density residential. However, adjacent properties are designated as commercial and industrial, not creating a stand-alone district.

**TRANSPORTATION:**

| Streets with access | Classification | Right-of-way width |
|---|---|---|
| 2nd Street | Local | 50' |
| 3rd Street | Local | 50' |
| High Avenue | Local | 50' |
| Comingo Avenue | Local | 50' |

**WILL TURNING MOVEMENTS OF THE PROPOSED USE CREATE AN UNDUE TRAFFIC HAZARD?**

No.

**UTILITIES:** The property has utility connections.

**FLOOD PLAIN:** Zone X – Area of minimal flooding.

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**STAFF ANALYSIS:**

**CONSISTENT WITH DEVELOPMENT POLICIES OF THE COMPREHENSIVE PLAN?**

Yes.

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

This property is suitable for the development of commercial.

**THE EXTENT THAT THE ZONING CHANGE WILL DETRIMENTALLY AFFECT NEARBY PROPERTY**

The proposed rezoning should not detrimentally affect nearby properties.

**DISCUSSION**

The property includes the historic Joe Becker Stadium which is being redeveloped. The existing zoning district allows limited land uses for recreational-related activities. Rezoning to C-3 will permit the development of potential future uses that support the stadium, including retail, restaurants and entertainment. The rezoning is the first step in the redevelopment process. Requests for street and utility easement vacations will be submitted in the future.

**Staff recommends approval of Case 021-14.**

**ENCLOSURES:** None

RECEIVED
5-9-14

# REZONING APPLICATION FORM

Return Form to:
Planning / Community Development Specialist.
Joplin City Hall
602 South Main Street
Joplin, Missouri 64801
417-624-0820 Ext. 511
FAX 417-625-4738

For Office Use Only
Case No.: 021-14
Filing Fee: $350.00
Date Advertised: 05-25-14
Date Notices Sent: 05-27-14
P&Z Date: 06-09-14
City Council Date: 07-07-14

APPLICANT: City of Joplin PHONE: 417-624-0820
ADDRESS: 602 S Main St. Joplin MO ZIP: 64801
EMAIL:
OWNER: City of Joplin & Chandler Sports PHONE:
ADDRESS: Same & 1770 N. Scottsdale Rd. Scottsdale AZ ZIP: 85257
EMAIL:
LOCATION OF PROPERTY: Between 2nd & 4th & High & Coming, and 1 lot n. of 2nd b/w High & Coming
LEGAL DESCRIPTION: See attached

Present Zoning R-2 Requested Zoning: C-3 Acreage:
Present Use of Property: Residential & Recreational
Proposed Use of Property: Recreational, entertainment

SURROUNDING LAND USE AND ZONING:

| | Land Use | Zoning |
|---|---|---|
| North | R-2 | Residential |
| South | C-1, M-2 | Commercial & Industrial |
| East | R-2 | Residential & Community Center |
| West | R-2, M-2, M-2 PD | Residential & Industrial |

CHARACTER OF THE NEIGHBORHOOD: Mix of Residential with industrial, commercial, & community support services

RELATIONSHIP TO EXISTING ZONING PATTERN:

1. Would proposed change create a small, isolated district unrelated to surrounding districts? NO
2. Are there substantial reasons why the property cannot be used in accord with existing zoning? NO
   If yes, explain:

CONFORMANCE WITH COMPREHENSIVE PLAN:

1. Consistent with Development Policies? Yes
2. Consistent with Future Land Use Map? Future land use map shows medium-density residential. However the close proximity to 4th St & to other commercial uses does not create a stand-alone district.

THE FOLLOWING MUST ACCOMPANY YOUR APPLICATION:

1. One copy of a legal description of the property proposed to be rezoned.
2. One copy of a statement describing the reasoning for the rezoning, the impact of the proposed change, including any traffic conditions that may result; any danger from fire hazards; how the proposed change may effect the character of the surrounding properties; and how the proposed change will benefit the City of Joplin.
3. Owner Affidavit, if applicant applying for the rezoning is not the owner of the property be rezoned
4. For Planned Developments the following must be submitted and reviewed before the rezoning can be advertised for public hearing:
   ___ Site Plan ___ Landscape Plan ___ Building Elevations

TRAFFIC CONDITIONS:

1. Street(s) with Access to Property: High, Connor, Bed, 2nd
2. Classification of Street(s):
   Arterial_____ Collector_____ Local X
3. Right-of-Way Width: 80'
4. Will turning movements caused by the proposed use create an undue traffic hazard?
   NO

IS PLATTING OR REPLATTING REQUIRED TO PROVIDE FOR:

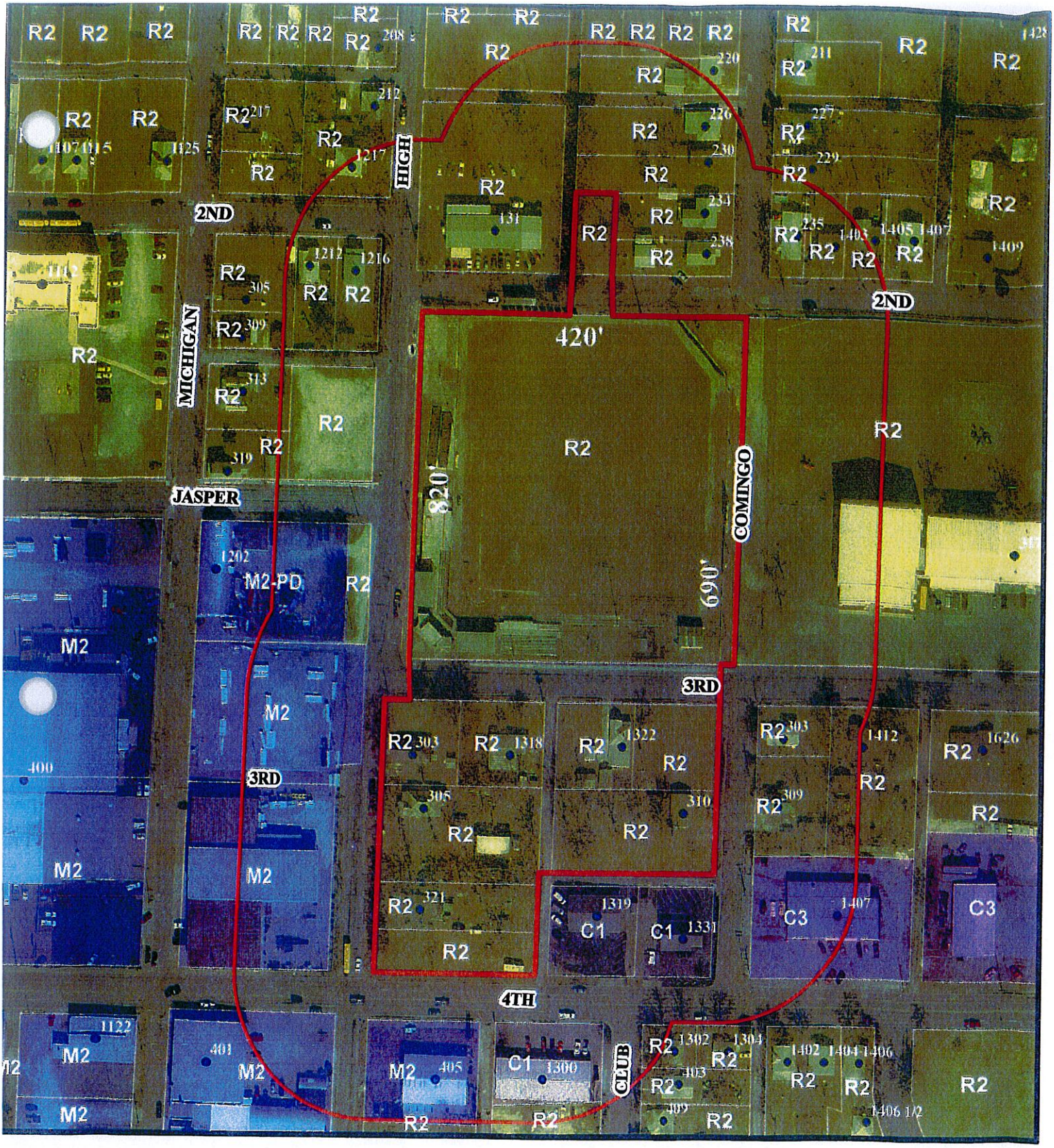
1. Appropriately Sized Lots? N/A
2. Properly Sized Street Right-of-Way? N/A
3. Drainage Easements? N/A
4. Utility Easements:
   Electricity? N/A
   Gas? |
   Sewers? |
   Water? V
5. Additional Comments:

UNIQUE CHARACTERISTIC OF PROPERTY AND ADDITIONAL COMMENT:
This Rezoning will support the redevelopment of the Joe Becker Stadium, and will allow for the development of future retail, restaurant, & entertainment uses associated with the redevelopment.

SIGNATURE: [signature] DATE: 5-9-14

BY: TROY BOLANDER

TITLE: PLAN & CMNTY DEV MGR.




0 150 300 600 900 1,200 Feet

**Case 021-14: A request to rezone property from District R-2 (Two-Family Residential) to District C-3 (Commercial) generally between 2nd and 4th Streets and High and Comingo Avenues, and one lot north of 2nd Street between High and Comingo Avenues, to allow for the redevelopment of Joe Becker Stadium. - City of Joplin**

N

Case 021-14: Generally between Second and Fourth Streets and High and Comingo Avenues – A request to rezone property from District R-2 (Two-Family Residential) to District C-3 (Commercial) for the future redevelopment of Joe Becker Stadium – City of Joplin.

Mr. Eastman opened the public hearing for Case 021-14.

Mr. Wright stated this is the first step in the redevelopment of Joe Becker Stadium. This case consists of the stadium and properties south of Third Street between High and Comingo, along with one small lot north of Second Street. This rezoning will permit a variety of uses that have been proposed as part of the redevelopment, including restaurants, retail, and entertainment uses. Staff has received some concerns from residents who have received letters over the past two weeks.

Mr. Wright clarified that the properties being rezoned are only those properties owned by the City of Joplin and the owner of the baseball team. Property owners within 185 feet are notified, but their properties are not being rezoned. Three protest petitions have been received. Some of the concerns include additional noise, light, and traffic created by the projected attendance at the stadium. Many of these concerns will be addressed as Staff works with the architects and engineers on the site plan for this development. Buffering will be required where the C-3 zoning abuts the R-2 zoning to the north.

Mr. Eastman asked for questions from the commissioners.

Mr. Ramsour asked about any intention for Second Street to go through beyond the left field wall of the stadium since it currently dead-ends in the middle. Mr. Wright replied that the street will not go through, in that there may be several vacations in this area. Second Street between High and Comingo is platted as a through street but has actually been blocked off just past the alley.

Mr. Duncan asked if all the properties within the red line on the map are owned by the City, and Mr. Wright replied yes. He stated that several of the lots are also owned by the baseball team, with the City having a letter of consent to rezone those properties. The properties within the heavy red line are to be rezoned, with everything inside the outer red line being those property owners who have been notified.

Mr. Bolander stated that the City's Parks Director, Mr. Chris Cotten, and representatives of the baseball team have arrived to give the commissioners an update on what has transpired and what will happen in the future.

Mr. Cotten addressed the commissioners and offered to answer any questions regarding the rezoning, and Mr. Eastman thought there may be some inquiries from the audience.

Mr. Duncan asked Mr. Cotten what is planned along the south side of Third Street. He replied mostly parking, with temporary chip-and-seal lots until such time as a developer wants to develop the plaza.

Mr. Eastman asked Mr. Cotten about plans for the property north of the ball park, if the baseball team anticipates purchasing more of those properties. He replied that the City is interested in acquiring the Crosslines property, but no additional expansion to the north.

Mr. Ramsour asked about vacating Third Street, and Mr. Cotten replied it would need to be vacated.

Mr. Eastman asked about Second Street, and Mr. Cotten asked if that is part of the Crosslines parking lot. Mr. Bolander replied that Second Street could potentially be vacated as well since it's not currently a through street.

Mr. Eastman asked for comments from the audience.

Mr. Will Cupps, 227 Comingo Avenue, Joplin, appeared in opposition and stated that Mr. Wright pointed out most of the concerns of the neighbors who reside in that area. He asked how the City staff would keep the development from being so big and so loud and so bright with 2,500 people expected at every game, along with whatever attendance is expected at concerts and other events that are planned for this area.

Mr. Eastman asked Mr. Bolander about a time constraint for events in this area, and he replied that the City has nuisance regulations pertaining to sound and lighting. He stated that if 2,500 people are in one area, it will be a busy and loud, but the City has regulations for how long events can operate, along with the degree of noise as well.

Mr. Cupps thought the place will have to be bigger and louder and more exciting in order to draw 2,500 people. He expressed concern about all the people going and coming from all directions and stated there are no sidewalks or speed bumps on his section of Comingo, but there are children. He expressed concern about disturbing the residents' peace and quiet.

Ms. Irene Carr, 229 Comingo Avenue, Joplin, appeared in opposition and expressed concern about requesting rezoning for the residential properties in the 200 block of Comingo. She expressed concerns regarding the noise, traffic, and the children in the area. She asked what time events would conclude at night since the bright lights shine into her property.

Mr. Bolander replied that the City staff doesn't currently know the level of detail of the operations of the ball team, but there are time periods when things that produce noise can operate.

Ms. Carr asked what time this is, and Mr. Bolander will look that up for her.

Mr. Eastman asked for additional comments from the audience, and none were received. He then closed the public hearing for Case 021-14.

Mr. Duncan asked if Second Street would just be vacated for that one block between High and Comingo. Mr. Bolander does not have any development plans at this point, so he was not sure how much of Second Street would be vacated. He stated the commissioners can add a planned overlay district to this request which will require the review of development plans by this commission and the City Council to ensure that the neighbors' concerns are being addressed.

Without having the design, Mr. Bolander doesn't know what's going to be vacated and what's going to be improved. The City staff is currently in the process of hiring an architect to prepare those designs. To make sure this project moves forward, the commissioners can make this a planned overlay district. This gives the architect, the commissioners, and the City Council an opportunity to design the development to address some of the neighbors' concerns.

Mr. Ramsour asked about blocking Comingo Avenue from Second to First Street during events to eliminate the traffic. People could walk to the event, but they couldn't be speeding and hitting children. Mr. Bolander thought there may be a way to block the street, but he couldn't make that decision at this point. The City staff must look at traffic flow and access by emergency personnel.

Mr. Cotten stated that the stadium will essentially remain in its current footprint. The reason for vacating Third Street is the development of the plaza. The City resumes possession of Memorial Hall on July 31, 2014, and is working with the baseball team for them to use that facility as a performing arts venue for concerts and other events. The ball games would end at about the same time as Missouri Southern State University and the Joplin Outlaws currently play. The staff has taken steps to address some of these concerns.

Mr. Bolander stated that a separate motion is required to amend this request to a planned district.

**MR. DUNCAN MOVED, SECONDED BY MR. RAMSOUR, THAT CASE 021-14 BE AMENDED TO REZONE THE PROPERTY FROM DISTRICT R-2 TO DISTRICT C-3-PD. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

**MR. DUNCAN MOVED, SECONDED BY MR. DERMOTT, THE CASE 021-14 BE FORWARDED TO THE CITY COUNCIL AS AMENDED IN THE PREVIOUS MOTION, BASED UPON THE COMMENTS RECEIVED IN THE PLANNING REPORT AND DURING THE PUBLIC HEARING. THE MOTION CARRIED, WITH MR. BROWN, MR. CORTEZ, MR. DERMOTT, MR. DUNCAN, MR. EASTMAN, MR. RAMSOUR, AND MR. SMITH VOTING "AYE" (7 IN FAVOR, 0 ABSENT).**

P & Z Case 021-14
City of Joplin
(P & Z Recommended rezoning
this property to District C-3-PD)

**COUNCIL BILL NO. 2014-262** **ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3 property as described below and located between Second and Fourth Streets and High and Comingo Avenues in the City of Joplin, Jasper County, Missouri.

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

Section 1. Having referred the subject matter of this ordinance to the City Planning and Zoning Commission and having given at least fifteen days notice of time and place of hearing on same by publication in the Joplin Globe, Ordinance No. 2004-256 is hereby amended by removing the following described property from District R-2 and including same in District C-3:

All of Lots Numbered Eleven (11) to Twenty-two (22) both inclusive, EXCEPT the West 30 feet of Lots 11, 12, 13 and 14 in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof; Together with all of the West One-half of vacated Comingo Avenue lying East of and adjoining Lots 17, 18, 19 and 20; And, All of the Two vacated alleys adjoining said Lots. AND All of Lots Numbered Twenty-three (23), Twenty-eight (28), Twenty-nine (29), Thirty (30) and the South Half of Lot Twenty-five (25), in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. AND, also All of Lot Eight (8) in D. AND H. CONSTRUCTION COMPANY'S REPLAT to the City of Joplin, Jasper County, Missouri. AND All of Lot Numbered Twenty-four (24) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, together with the alley way, running East and West between the South Half of Lot Numbered Twenty-four (24) and the North Half of Lot Numbered Twenty-five (25) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof. AND All of the North One-half of Lot Numbered Twenty-five (25) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof, together with the South One-half of the vacated alley lying North of and adjacent to said Lot Twenty-five. AND, also All of Lot Numbered Twenty-seven (27) in TAYLOR'S ADDITION TO EAST JOPLIN CITY, now a part of the City of Joplin, Jasper County, Missouri, according to the recorded plat thereof.

Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

P & Z Case 021-14
City of Joplin
(P & Z Recommended rezoning
this property to District C-3-PD)

**AMENDED COUNCIL BILL NO. 2014-262 ORDINANCE NO.**

**AN ORDINANCE** amending Ordinance No. 2004-256, passed by the Council of the City of Joplin, Missouri, November 15, 2004, by removing from District R-2 and including in District C-3-PD property as described below and located between Second and Fourth Streets and High and Comingo Avenues in the City of Joplin, Jasper County, Missouri.

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Section 2. That the City Clerk is hereby ordered to file this ordinance with the Zoning District Map maintained in her office and to note the changes herein provided for thereon.

PASSED BY THE COUNCIL OF THE CITY OF JOPLIN, MISSOURI, this the _____ day of _____, 2014.

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

# NEW BUSINESS