COUNCIL AGENDA

July 7, 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
1. Economic Update by Joplin Area Chamber of Commerce President, Rob O'Brian.

6. Citizen Requests and Petitions
1. James Waddell, 4415 Hickory Lane, request to address Council regarding code violations. The city is not responding to Fire and police protection.

2.Randy Corp, 1191 Bedford Place, requests to address council regarding the failure to enforce code regulations on a commercial business being operated on residential lots located in the Joplin city limits by the flying J. Also failure in the past to enforce fireworks displays on Joplin city residential lots before and after the times specified in the city codes.

3. Sammy Quillin, 1253 Bedford Place, requests to address Council regarding residential property within the city limits being used for commercial purpose and storage.

7. Public Hearings
Public Hearing Procedures
1. 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. (Requested by Wildwood Ranch, LLC, Planning and Zoning recommended approval).

2. 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. (Requested by Danny Block. Planning and Zoning recommended approval).

3. 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 property as described below and located between Second and Fourth Streets and High and Comingo Avenues in the City of Joplin, Jasper County, Missouri. (Requested by City of Joplin. Planning and Zoning recommended rezoning this property to District C-3-PD).

8. Consent Agenda

1. Minutes of the June 16, 2014 Council Meeting

2. 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.

3. 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.

9. Resolutions

10. Ordinances – Emergency

1. COUNCIL BILL NO. 2014-151- 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.

2. COUNCIL BILL NO. 2014-153- 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.

3. COUNCIL BILL NO. 2014-614 - 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.

11. Ordinances – First Reading

1. 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.

2. 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.

3. 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.

4. 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.

12. Ordinances – Second Reading and Third Reading

13. Unfinished Business

14. New Business

1. Boards & Commissions ~ Appointments/Reappointments

2. Announcements from the Public Information Officer

3**.** 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.

Notice posted at 4:30 pm on this the 3rd day of July, 2014. (RSMo 610.020)

REPORTS
&
COMMUNICATIONS

Reports & Communications:

1. Economic Update presented by
   Joplin Area Chamber of Commerce
   President, Rob O'Brian

CITIZENS REQUESTS

CITY OF JOPLIN MISSOURI

REQUEST TO ADDRESS COUNCIL

Date: 6-26-14

TO: Joplin City Council members:

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

Code Violations, City not responding to Fire and police protection

RECEIVED
JUN 26 2014
OFFICE OF CITY CLERK
CITY OF JOPLIN MISSOURI

Name: JAMES WADDELL
(Please print)

Address: 4415 HICKORY LN

Daytime Phone: 417-437-2122

Phone No.: 417-432-2122

Date of Meeting to Address Council:: 7/7/14

I would like to address the Joplin City Council on the following subject:: failure to enforce code regulations on a commercial business being operated on residential lots located in the Joplin City limits by the Flying J. Also failure in the past to enforce fireworks displays on on Joplin City residential lots before and after the times specified in the city codes.

Name:: randy corp

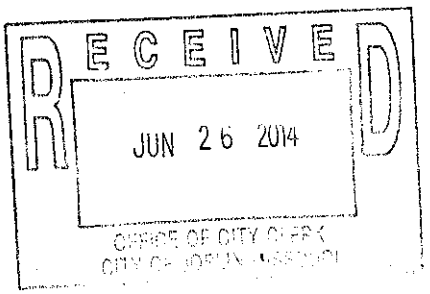
Street Address:: 1191 bedfford pl.

City:: Joplin

State:: MO

Zip Code:: 64801

Contact Phone #:: 417-396-4599



Date of Meeting to Address Council:: 7/7/14

I would like to address the Joplin City Council on the following subject:: Zoned residendial property within the city limits being used for commerical purpose and storage.

Name:: Quillin, Sammy

Street Address:: 1253 Bedford Pl

City:: Joplin

State:: MO

Zip Code:: 64804

Contact Phone #:: 417-781-7790

PUBLIC HEARINGS

PUBLIC HEARING PROCEDURES

Persons wishing to testify before the Joplin City Council regarding an item on the Council Agenda, are requested to follow these rules:

1. Approach the podium and state your **name and address** clearly for the record.

2. 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.

3. Please do not repeat testimony that has been given previously. We want you to state your facts, but limit your information to only new information.

4. When the Public Hearing is closed by the Mayor, no additional testimony is allowed except when invited by the Mayor or other members of the Council.

5. Remember that this is a Public Hearing and all sides have a right to give testimony. Please respect their right to do so.

Thank you for your consideration and understanding.

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)

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.

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:

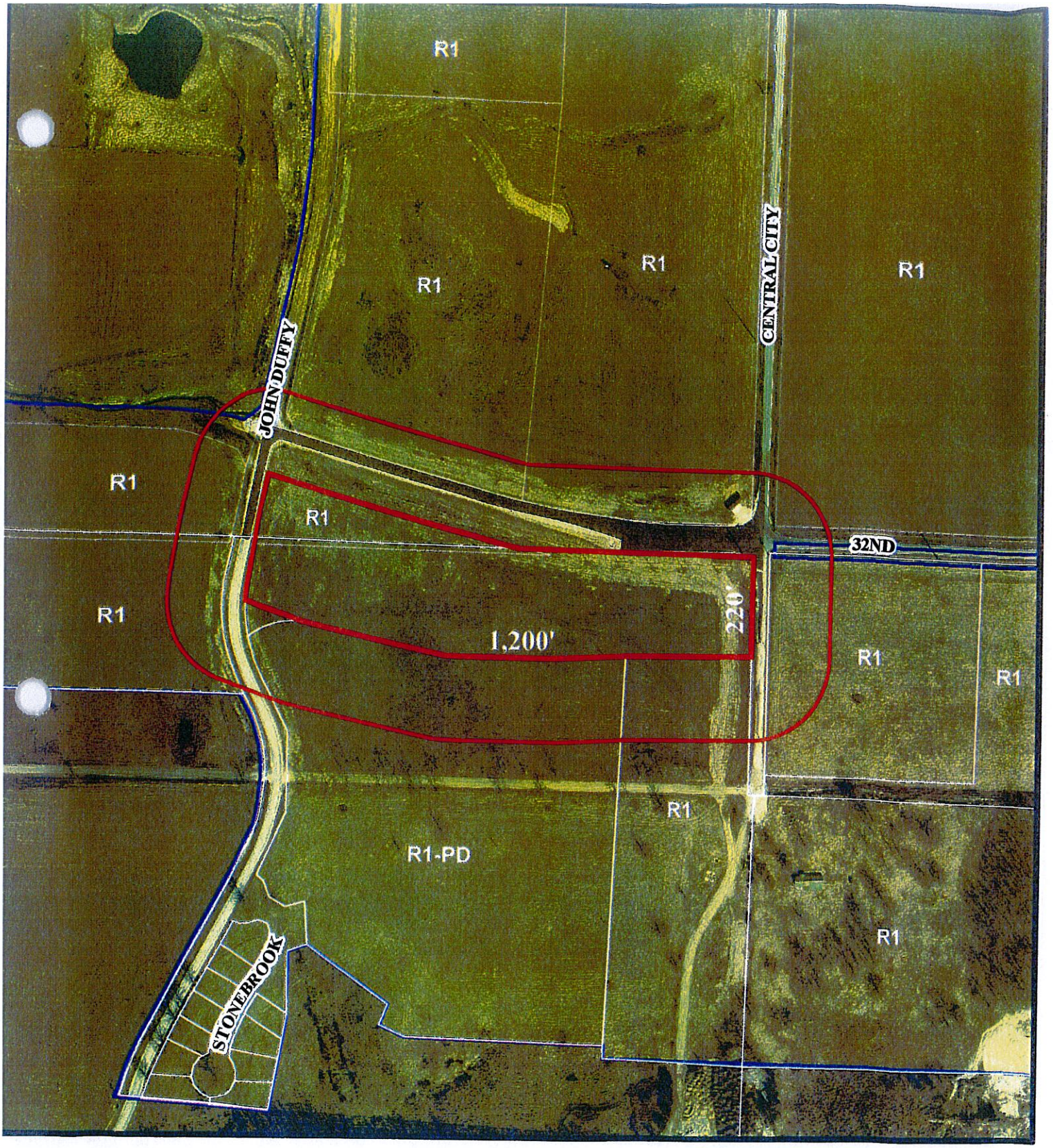
1. Appropriately Sized Lots? Yes
2. Properly Sized Street Right-of-Way? No
3. Drainage Easements? No
4. Utility Easements:
   Electricity? No
   Gas? No
   Sewers? No
   Water? No
5. Additional Comments: _____

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: 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)

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.

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:

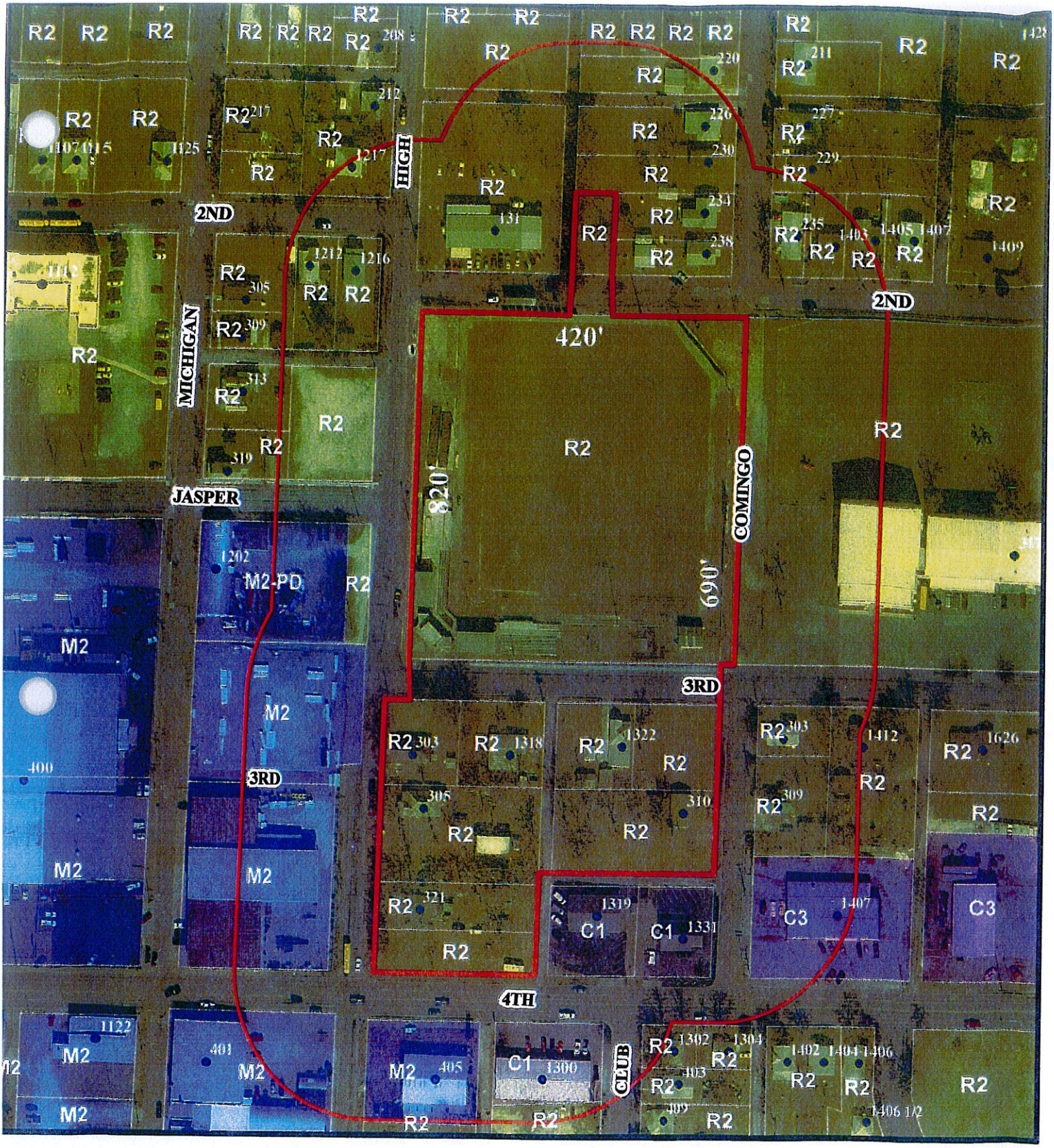
1. Appropriately Sized Lots? N/A
2. Properly Sized Street Right-of-Way? N/A
3. Drainage Easements? N/A
4. Utility Easements:
   Electricity? N/A
   Gas? |
   Sewers? |
   Water? V
5. Additional Comments:

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.

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-PD:

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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

CONSENT AGENDA

CITY OF JOPLIN

CITY COUNCIL MEETING

MINUTES June 16, 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. Glaze

PRESENTATIONS

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

REPORTS AND COMMUNICATIONS

Insurance Update: Leslie Haase, Finance Director presented an Insurance update to the Council.

Semi-Annual Report of the Capital Improvement Public Safety Tax Oversight Committee by Doug Doll- Chairman. Doug Doll- Chairman Semi-Annual Report of the Capital Improvement Public Safety Tax Oversight Committee.

Dan Salisbury, Assistant District Engineer, MoDOT, and Rudy Farber reported on the West Corridor Bypass. Rudy Farber expanded on the importance of the passage of Amendment 7 for the August 7th ballot for maintaining roads.

CITIZEN REQUESTS AND PETITIONS

Tom Walters, 508 S. Sergeant, addressed Council regarding the time frame, funding and location and design of the new Joplin skate park.

Mr. Doug Hunt, 1232 Xenia Ct., addressed Council concerning the Hope Valley Development Project at I-44 and Range Line.

PUBLIC HEARINGS

CONSENT AGENDA - Motion by Mr. Woolston, Second by Mr. Glaze, 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 2, 2014 Council Meeting

COUNCIL BILL NO. 2014-506 - AN ORDINANCE approving a Petition to Establish the Northpark Lane Community Improvement District and creating the Northpark Lane Community Improvement District. Ordinance No. 2014-090

COUNCIL BILL NO. 2014-507 - AN ORDINANCE approving a Cooperative Agreement between Northpark Mall/Joplin, LLC, the Northpark Lane Community Improvement District, and the City of Joplin, Missouri, to further define the project costs and approval rights relating to the District's issuance of District Obligations and authorizing the City Manager to execute the Agreement. Ordinance No. 2014-091

RESOLUTIONS

ORDINANCES-EMERGENCIES

Mr. Glaze introduced Council Bill No. 2014-150. Motion by Mr. Glaze, Second by Mr. Scearce, to Adopt Council Bill No. 2014-150. 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. 2014-092

AN ORDINANCE approving by and between the City of Joplin and the Missouri Department of Transportation. An Agreement for relocation of an existing sewer line in conjunction with the new interchange project at I-44 and CR 190 by the Crossroads Industrial Park and authorizing the Director of Public Works to execute said Agreement; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-407. Motion by Mr. Glaze, Second by Mrs. Lewis, to Adopt Council Bill No. 2014-407. 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. 2014-093

AN ORDINANCE authorizing the City of Joplin to enter into an Agreement with Deloitte & Touche, LLP to provide administrative services related to the 2013 Community Development Block Grant- Disaster Recovery Fund, authorizing the City Manager to execute said Agreement for the City, and containing an emergency clause.

Mr. Shaw introduced Council Bill No. 2014-508. Motion by Mr. Shaw, Second by Mr. Glaze, to Adopt Council Bill No. 2014-508. 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. 2014-094

AN ORDINANCE amending the Annual Budget of the City of Joplin for the Fiscal Year 2013-2014 as adopted by Ordinance 2013-248 on October 21, 2013, to adjust appropriations in various funds and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-608. Motion by Mr. Stanley, Second by Mr. Shaw, to Adopt Council Bill No. 2014-608. 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. 2014-095

AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the purchase of an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport; and containing an emergency clause.

Mr. Scearce introduced Council Bill No. 2014-609. Motion by Mr. Scearce, Second by Mr. Glaze, to Adopt Council Bill No. 2014-609. 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. 2014-096

AN ORDINANCE authorization to enter into a purchase agreement with Rosenbauer Minnesota, LLC for an Aircraft Rescue and Fire Fighting (ARFF) Vehicle at the Joplin Regional Airport; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-610. Motion by Mr. Glaze, Second by Mr. Shaw, to Adopt Council Bill No. 2014-610. 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. 2014-097

AN ORDINANCE authorization to accept a grant from the Department of Transportation, Federal Aviation Administration, (FAA) Airport Improvement Program (AIP) for the construction of Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause.

Mr. Stanley introduced Council Bill No. 2014-611. Motion by Mr. Stanley, Second by Mr. Shaw, to Adopt Council Bill No. 2014-611. 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. 2014-098

AN ORDINANCE approval of an Agreement by and between the City of Joplin and APAC-Missouri, Inc. for the construction of a Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause.

Mr. Glaze introduced Council Bill No. 2014-612. Motion by Mr. Glaze, Second by Mr. Stanley, to Adopt Council Bill No. 2014-612. 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. 2014-099

AN ORDINANCE approval of Agreement by and between the City of Joplin and Garver, LLC for Engineering Construction Services for a Taxiway "D" Phase 1B at the Joplin Regional Airport; and containing an emergency clause. Motion by Mr. Glaze, Second by Mr. Stanley, to Adopt Council Bill No. 2014-612. Voting in favor were Council Members: Colbert-Kean, Glaze, Lewis, Rosenberg, Scearce, Seibert, Shaw, Stanley and Woolston. 9. Nays: 0.

ORDINANCES – FIRST READING

Mr. Stanley introduced Council Bill No. 2014-147. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-147 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. 2014-147

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. Motion by Mr. Stanley, Second by Mr. Shaw, that Council Bill No. 2014-147 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.

Mr. Woolston introduced Council Bill No. 2014-613. Motion by Mr. Woolston, Second by Mr. Glaze, that Council Bill No. 2014-613 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. 2014-613

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.

ORDINANCES – SECOND READING AND THIRD READING

UNFINISHED BUSINESS

NEW BUSINESS

Announcements from the Public Information Officer:

4th of July festivities begin at 3:00 pm at Landreth Park with Fireworks at 9:45pm. Shuttle service will run until 11:00 pm. Food & Fun.

Wood chips giveaway June 20, 8-3pm at Turkey Creek Wastewater Plant

Gary Shaw stated the Joplin Demize Soccer team had a large crowd in attendance Saturday night at the Athletic Complex.

Mrs. Lewis recently attended the Newly Elected Officials Conference, sponsored by MML, in Columbia, MO, June 12-13, 2014.

Adjourn to Work Session for the discussion of future plans of Memorial Hall. Recommendations from Parks Director were to tour facilities at West Plains, MO, Dodge City, KS, Independence, MO, and Tulsa, OK Fairground OK Pavilion. In addition, seek an Impact Study and make their recommendations and develop funding mechanism for a financial model for success. It was decided to continue the discussion for a later time but no date was set.

There being no further business the meeting adjourned at 7:10p.m.

Respectfully submitted,

Barbara L. Hogelin

Barbara L. Hogelin, MMC/MPCC

City Clerk

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: June 16, 2014

Item: Council Bill No. 2014-147
Originating Department: PLANNING & COMMUNITY DEVELOPMENT

Attachments:
1) Exhibit A – Legal Description
2) Exhibit B – EEZ Tax Abatement Guidelines
3) Council Bill 2014-147

Planning and C.D. Director: Troy Bolander T. B.	Date: 6-11-14
Interim City Attorney: Peter Edwards PE	Date: 6/11/14
Interim City Manager: Sam Anselm	Date: 6/11/14
Finance Director: Leslie Jones LH	Date: 6-11-14

INTRODUCTION:
The following council bill pertains to a request by Turbo Supply Inc. for the abatement of ad valorem taxes on an existing building (7501 E. 26th St.) they are relocating to in the Joplin Crossroads Industrial Park. The taxes will be abated through the Joplin Area Enhanced Enterprise Zone (EEZ) Program.

DISCUSSION:
Turbo Supply, Inc. is a re-manufacturer of turbo-charges for all types of engines, including, on and off highway. They currently remanufacture turbo-chargers for Class 8 trucks, industrial equipment and generators. Class 8 trucks typically includes anything with a gross vehicle weight rating of 33,000 lbs. or more. For reference, this includes vehicles such as commercial dump trucks and tractor trailer trucks.

Turbo Supply is an existing business that is in the process of expanding due to continued growth and increased sales. The company is currently located at 2237 S. Outer Rd. just south of the Range Line Rd. and I-44 interchange. As a result of their growth, the business is looking for a larger facility to base their operations. They have also looked in other areas including Southeast Kansas and Northeast Oklahoma. The company currently has 81 employees and is expecting to create 25 new jobs in the next 2 years. An additional 45 jobs will be created in the next 5 to 7 years for a total of 70 new jobs. The company is purchasing a spec building (JBIDC Spec Building on E. 26th St. that is currently used by the Joplin School District) in the Joplin Crossroads Industrial Park to accommodate their existing business and planned expansion.

Turbo Supply projects they will create a minimum of 25 jobs within two years. The jobs will include office personnel and machinists. The average annual wage of all the jobs that will move to that location, including, the 25 new jobs that will be created in two years is approximately $37,000. The estimated capital investment by the company into the facility will be approximately $3.2 million.

The amount of abatement offered is based upon a sliding scale (see exhibit B) developed and approved by the Joplin Area Enhanced Enterprise Zone Board. Staff is recommending that Turbo Supply's ad valorem taxes on the existing building be abated at 80% for 10 years per the EEZ Tax Abatement Guidelines. The recommendation is based on the data submitted by Turbo Supply that

they will pay an average wage of $37,000 per job which is approximately 107% of the county average wage ($34,648). The company will create a minimum of 25 jobs within two years and provide employee benefits.

RECOMMENDATION:

Staff recommends approval of the Council Bill 2014-147.

EXHIBIT A

A tract of land located in Section 15, Township 27 North, Range 32 West in Jasper County, Missouri. Being described more fully as follows:

Commencing at the Northeast Corner of said Section 15;
Thence S00°55'24"W a distance of 1317.22 feet along the East line of said Section 15;
Thence S89°56'14"W a distance of 1576.83 feet;
Thence S14°28'48"E a distance of 478.78 feet to the Point of Beginning;
Thence S14°28'48"E a distance of 74.08 feet;
Thence S00°54'45"W a distance of 694.99 feet to the North Right-of-Way line of Alliance Parkway;
Thence Southwesterly along a non-tangent curve to the left having a radius of 380.00 feet and a central angle of 30°30'57", an arc distance of 202.39 feet (chord=S75°40'31"W, 199.97 feet) along said Right-of-Way line;
Thence Southwesterly along a tangent curve to the right having a radius of 220.00 feet and a central angle of 29°42'30", an arc distance of 114.07 feet (chord=S75°16'26"W, 112.80 feet) along said Right-of-Way line;
Thence N89°52'19"W a distance of 227.25 feet along said Right-of-Way line;
Thence Northwesterly along a non-tangent curve to the left having a radius of 100.00 feet and a central angle of 65°34'19", an arc distance of 114.45 feet (chord=N56°14'10"W, 108.30 feet) along said Right-of-Way line;
Thence N00°54'45"E a distance of 823.09 feet;
Thence S86°17'19"E a distance of 600.83 feet to the Point of Beginning.

Except any part taken for Easements, Reservations or Road Right-of-Ways if any.

Containing 11.88 Acres (517,502.8 Square Feet) more or less.

17.25
12.75 PP
30 Ck

See Env

ABBEY
US Bank
Joplin, MO Office

JOPLIN missouri
Central. Connected. Capable

Enhanced Enterprise Zone Tax Abatement Guidelines

Number of Jobs / Wages	10	50	100	250	500	750
80% CAW	10 yr / 60%	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%
90% CAW	10 yr / 70%	10 yr / 80%	10 yr / 90%	10 yr / 100%	10 yr / 100% 5 yr / 50%	10 yr /100% 5yr / 75%
County Avg.	10 yr / 80%	10 yr / 90%	**10 yr / 100%**	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 75%	15 yr / 100%
120% CAW	10 yr / 90%	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 5 yr / 50%	15 yr / 100%	15 yr / 100% 5yr / 50%
140% CAW	10 yr / 100%	10 yr / 100% 2 yr / 50%	10 yr / 100% 2 yr / 75%	10 yr / 100% 5 yr / 75%	15 yr / 100% 5 yr / 50%	20 yr / 100%

Base: 10 yr / 50% for companies creating a minimum of two jobs and not in the targeted clusters, with approval of EEZ Adv Brd.

Enhanced: As per chart above, for companies in the targeted clusters.

County Avg. Wage: Average of Jasper and Newton County avg. wages, as defined by state DED. New companies must meet CAW as avg. of all employees in new operation. Existing firms qualify based on avg. wage of existing employment base.

Job Creation: Number of FTE in twenty-four months after beginning new/expanded operation.

COUNCIL BILL NO. 2014-147 ORDINANCE NO.

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.

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the area known as the Joplin Area Enhanced Enterprise Zone which includes portions of the City of Joplin, Jasper County, Newton County, and other participating communities meets the guidelines for the designation as an Enhanced Enterprise Zone, as set forth in 135.953, RSMo; and

WHEREAS, the jobs to be created are in the field of manufacturing, machining and assembly.

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and opportunity for the City of Joplin, to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, IT IS IN THE INTEREST OF THE City of Joplin, that efforts be made to encourage economic development within the Joplin Area Enhanced Enterprise Zone.

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

Section 1. That the Council does hereby grant a tax abatement of the ad valorem real property taxes on an existing building, including, improvements made on property located at 7501 E. 26th St. more particularly described being attached hereto as Exhibit "A" hereinafter "the Property", in the amount of seventy-percent (80%) commencing January 1, 2015 and continuing to and ending after December 31, 2024.

Section 2. That the City Council supports and endorses the recommendation of the Enhanced Enterprise Zone Board of Directors regarding the level of benefit based upon *Benefit Level Options* as noted on Exhibit B (Enhanced Enterprise Zone Tax Abatement Guidelines).

Section 3. That Turbo Supply, Inc. is required to file an application requesting abatement with the designated Administrator of the Joplin Area Enhance Enterprise Zone and with the Jasper County Assessor prior to the end of the tax year in which the building was purchased and improvements made in order to receive the abatement benefit.

Section 4. That Turbo Supply, Inc. has twenty-four months beginning January 1, 2015 to create 25 jobs.

Section 5. That the Administrator of the Joplin Area Enhanced Enterprise Zone is hereby authorized to execute said abatement of ad valorem taxes for aforementioned property by and on behalf of the City of Joplin, Missouri.

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

_____
Michael 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: JUNE 16, 2014

COUNCIL BILL 2014-613
ORIGINATING DEPARTMENT: POLICE DEPARTMENT
ATTACHMENT: COUNCIL BILL 2014-613; COPY OF VIRTUAL CONSOLIDATION AGREEMENT BETWEEN THE CITY OF JOPLIN MISSOURI AND THE JASPER COUNTY 911 EMERGENCY SERVICES BOARD

Department Head: Jason B. Burns	**Date:** 6/9/14
City Manager: Samuel L. Anselm	**Date:** 6/10/14
City Attorney: Peter Edwards PE	**Date:** 6/9/14
Finance: Leslie Haase LH	**Date:** 6-10-14

INTRODUCTION:

This Council Bill approves an agreement for virtual consolidation of public safety answering points operated by the City of Joplin Missouri and the Jasper County 911 Emergency Services Board.

DISCUSSION:

This agreement will provide a necessary ingredient for a successful relationship wherein the commitment of interoperability of public safety services be made between the City of Joplin Missouri and the Jasper County 911 Emergency Services Board. The agreement protects all parties' interests/investments, delineates responsibilities, and the requirement for dependability/predictability that the virtual consolidation of centers will endure.

RECOMMENDATION:

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

COUNCIL BILL NO. 2014-613 **ORDINANCE NO.**

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.

WHEREAS, in 2013 the City of Joplin approved a shared-cost agreement between the City and the Jasper County Emergency Services Board for improved fiber optic cable connections provided by AT&T as an initial step in making the dispatch centers of the two entities more interactive; and

WHEREAS, this proposed Agreement sets forth the information technology requirements for each entity to incorporate and maintain so that the two (2) entities can take a further step in consolidating their respective dispatch centers in reliance on the other.

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

Section 1. That the Agreement for Virtual Consolidation between Public Safety Answering Points by and between the City of Joplin, Missouri, and the Jasper County Emergency Services Board, a true and accurate copy of the same being attached hereto and incorporated herein, be and the same is, hereby approved.

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

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

JOINT POWERS ACT AGREEMENT FOR VIRTUAL CONSOLIDATION OF PUBLIC SAFETY ANSWERING POINTS OPERATED BY THE CITY OF JOPLIN MISSOURI AND THE JASPER COUNTY 911 EMERGENCY SERVICES BOARD AND THE EVENTUAL PHYSICAL CONSOLIDATION (Draft submitted 08-22-13)

I. PARTIES

The Parties to this Agreement are the City of Joplin, a Home Rule Charter City whose offices are located at 602 South Main, Joplin Missouri 64801 and herein after referred to as the "City" and the Jasper County Emergency Services Board, located at 13870 Dispatch Lane Carthage Missouri 64836 and hereinafter referred to as the "Board", and also may be referred jointly as the "Parties".

II. RECITALS

Whereas, the both the City and the Board operate 911 Public Answering Points (PSAPS); and

Whereas, the City and Board have been exploring potential consolidation of their emergency 911 dispatch services, and

Whereas, technical studies conducted by both the City and the Board have determined that a "virtual" consolidation of equipment, hardware and software capabilities can best be achieved prior to the actual physical consolidation of facilities at a single physical site, and

Whereas, the City and the Board have determined that this "Virtual" consolidation of PSAP's will have considerable advantages and benefits for both the City and the Board for back up capabilities and mutual assistance, and economies of scale that will benefit the taxpayers, and

Whereas, the City and the Board have already entered into a shared cost agreement with American Telephone and Telegraph Corporation (AT&T) to provide a high grade fiber optic connection between the City's and the Board's PSAPS (hereinafter referred to as the "ATT Agreement", and

Whereas, the Parties have entered into this "Virtual" Consolidation Agreement in the spirit of mutual cooperation encouraged by Article VI s 16 of the Missouri Constitution and the Joint Powers Acts 70.201 RSMo et seq. with the intent that this "Virtual" Consolidation Agreement is only the necessary first step to the ultimate goal of full physical consolidation of the 911 centers;

Wherefore the Parties have entered in the following Agreement and understandings.

III. ABBREVIATIONS AND ACRONYMS

A. "ATT Agreement" shall hereinafter refer to a shared cost agreement between the Parties with American Telephone and Telegraph Corporation (AT&T) for a high grade fiber optic connection between the City's and the Board's PSAPS.

B. "CJIS" shall hereinafter refer to the Criminal Justice Information System.

C. "CAD" shall hereinafter refer to Computer Aided Dispatch systems.

D. "CPE" shall hereinafter refer to the Customer Premise Equipment.

E. "NeoTech" shall hereinafter refer to as the NeoTech Solutions Inc. a Joplin Missouri based Informational Technical Services and Networking firm.

F. "PSAP" shall hereinafter refer to any applicable "Public Safety Answering Point" which serves as the initial answering location for a 911 call or other calls for assistance.

G. "TCS" shall hereinafter refer to the Telecommunication Systems, Inc the primary supplier of telecommunications equipment for the virtual consolidation of the City and Board's E-911 centers.

H. "UPS" shall hereinafter refer to the requirements for an Uninterruptible Power Supply

I. "USB" shall hereinafter refer to any Universal Serial Bus cable connecting any two electronic devices so that the devices can communicate to one another.

J. "VLAN" shall hereinafter refer to a Virtual Local Area Network which maps the location of workstations by application or use (as opposed to mere geographic location) so that workstations, load balancing, and bandwidth allocation can be more efficiently managed.

IV. PURCHASE OF REQUISITE EQUIPMENT AND SOFTWARE TO IMPLEMENT THIS AGREEMENT

A. Purchase of Requisite Equipment and Software; Inventory of Equipment to be Part of this Agreement: Each party, the City and the Board, shall be required to purchase its own equipment and software that the relevant engineering studies have determined to be necessary to implement this Agreement. An Inventory of the Equipment used or acquired by each Party to implement this Agreement shall be made and maintained by each Party and said inventories are hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

B. Retention of Title to Equipment; Disposition Upon Replacement: Title to any equipment or software purchased by either Party to this Agreement when purchased to implement this Agreement shall remain with that Party and upon replacement whether for purposes of upgrade or for depreciation of useful life purposes may be disposed of by that Party in accordance with that Party's own policies and procedures relating to the disposition of public property.

C. Adequate Insurance for Equipment: Each Party shall be responsible for obtaining adequate "replacement value" (not market value) insurance coverage of the equipment subject to this Agreement. Summary Certificates of Insurance showing the amount of coverage for the equipment shall be exchanged by the Parties prior to the execution of this Agreement and said Certificates of Insurance are hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

V. SECURITY MEASURES

A. CJIS and HIPAA Security Procedures: Both the City and the Board shall comply with all applicable CJIS policies, contracts and regulations and the HIPAA Security regulations.

B. Control of Access to the Premises: In order to adequately protect radio, CPE, and ancillary and data base maintenance records, each Party shall adopt access control procedures to its own premises that are satisfactory and approved by the other Party.

C. No Non-Party Integration into the CPE: No entity or person who is not a Party to this Agreement shall be permitted by either Party to integrate any non- Party's hardware device or software into either Party's CPE or work stations.

D. No integration of any Hardware Device or Software without the Advance Written Permission of the Other Party: Neither Party shall permit or make any integration of any hardware device or software into the "Virtual" Consolidation System contemplated by this Agreement without the advance written permission of the other Party.

E. Login Access Control; Legitimate Uses Only; Personal Use Strictly prohibited: Each Party shall insure that no person shall have access to CPE or customer premise information unless such a person has official authorization and legal eligibility to receive, store, process and or transmit such customer premise information and each Party shall further insure that such person or persons having said authorization shall have a unique login identification code and shall not be logged in into such CPE without prior documentation and recordation that the intended use of such information shall be only for legitimate and legally authorized uses. Personal use or access to USB ports on either Party's CPE or servers shall be strictly prohibited.

F. Failure to Comply with Security Measures to Constitute a Material Breach: Failure of either Party to comply with any of the Security Measure delineated in this Section of the Agreement (V. Security Measures A. through E. Supra) may be deemed by the offended Party to be a

material breach of the Agreement justifying either seeking injunctive relief or rescission of the Agreement as that Party may deem to be necessary and desirable, in lieu of the Alternative Dispute Resolution procedure provided in Section XII below.

VI. MAINTENANCE

A. Cooperative Preventive Maintenance: Neotech Solutions Inc. at the Board's physical site and the City's IS Department at the City's physical site shall be required by both Parties to work cooperatively on requisite preventive maintenance to insure that all equipment and soft ware are functioning properly.

B. Advance Notice of Maintenance Activities: Each party shall give the other Party as much of an advance notice as possible (preferably at least 24 hour advance notice) of any maintenance and scheduled down times to the other Party. Such advance notice of maintenance activities shall specify what systems are likely to be affected by the maintenance activity such as, by way of example only with no implied exclusion of the unstated: down time on any servers or any other equipment related to the receipt or processing of 911 calls, CAD, back up radios, commercial electricity power and or back up electric generators.

C. Immediate Emergency Notification Mandatory: If either Party experiences any system failures, significant unsolved maintenance problems, or any unforeseen emergency that compromises or would or could potentially compromise (by way of example only with no implied exclusion of the unstated) any servers or any other equipment related to the receipt or processing of 911 calls, CAD, back up radios, commercial electricity power and or back up electric generators, then that Party shall immediately notify the other Party by whatever means that is the most expeditious as possible. Failure by either Party to make this mandatory emergency notification to the other Party may be deemed by the offended non-notified Party to be a material breach of this Agreement with the applicable remedies provided for herein (see Alternative Dispute Resolution procedure provided in Section XII below. The precise conditions, methods, and reporting of maintenance problems and compromised trouble reporting shall be governed by the Board's Standard Operating Procedure related thereto and which is hereby incorporated by reference into this Agreement and made a part of this Agreement as if fully set out herein.

D. Neotech and TCS Access to Servers and Other Equipment: Although Neotech Solutions will be working primarily at the Board's physical site and the City's IS Department will be working primarily at the City's physical site per "A. Cooperative Preventive Maintenance" cited supra, Neotech and TCS shall be granted access by either Party twenty four (24) hours a day seven days a week, three hundred and sixty five days a year to either site to access the servers and other related equipment for monitoring and maintenance.

E. Networks for the Virtual Consolidated System to be Kept Independent to Avoid Interference Problems: Servers that rely on the Board's network shall be monitored twenty four (24) hours a day seven days a week, three hundred and sixty five days a year by Neotech.

Servers and E-911 equipment installed at the City's facility for purposes of this "virtual" consolidation shall be on a separate VLAN and kept completely independent and apart from the City's other networks in order to avoid any interference with the virtual consolidated E-911 system.

F. Safety and Redundancy to be Built into the Virtual Consolidated System; Engineering Technical Manual Incorporated by Reference: In order to implement the contemplated Virtual Consolidated System and to build in safety and reliability into that System, all 911 calls shall be routed through the Party's separately owned but jointly coordinated servers and equipment. Additionally, in order to achieve greater redundancy, safety and reliability, administrate calls into the City's PSAP shall be routed through the City's newly acquired TCS workstations acquired per this Agreement. Precise routing of calls, how to handle misrouted calls, error logs, and corrections of log information shall be governed by an Engineering Technical Manual which is hereby incorporated into this Agreement by reference and is hereby mad a part of this Agreement as if fully set out herein as if fully set out herein.

VII. SUPPLIES

The City and the Board shall purchase and maintain at each Party's own expense at all times adequate supplies and materials necessary to implement this Agreement and to keep their respective equipment at all times fully operational and efficiently used except for the downtime for maintenance activities as provided for in section "VI Maintenance" supra.

VIII. MANDATORY TRAINING ON TCS EQUIPMENT

Both the City and the Board shall take all necessary measures to insure that all relevant members of their respective personnel shall be fully trained on the use and efficient operation of any and all TCS equipment being used to implement this Agreement.

IX. MAINTENANCE OF TCS WARRANTIES

Both the City and the Board shall take all necessary measures to insure that any interfacing standards with existing equipment, that environmental conditions in their respective facilities and that any and all other necessary measures are taken so as not to compromise in any way the express and implied warranties on the TCS equipment that is the subject of this Agreement.

X. SPACE ALLOCATION NOT TO RESULT IN RENT CHARGES

Both the City and the Board shall allocate sufficient space within their respective facilities necessary to implement this Agreement and to accommodate the TCS installed equipment and workstations. However, said allocation of space and facilities shall not result in any liability for rent, utilities or other space allocation fees or costs to be charged to the other Party and therefore each Party shall be solely responsible for paying for its own facility costs and expenses related to this Agreement.

XI. REQUISITE "ATT" FIBER OPTIC CABLE AGREEMENT TO BE MAINTAINED IN EFFECT

A. "ATT Fiber Optic Cable Agreement" Incorporated by Reference: The Parties have mutually determined that the current shared cost agreement with American Telephone and Telegraph Corporation (AT&T) for a high grade fiber optic connection between the City's and the Board's PSAPS is a material component for interfacing between the City's and Board's two systems, and this is in turn necessary for the success of this Agreement.

B. Parties to Maintain "ATT Agreement" in Effect and to Seek Necessary Extensions Thereof Subject to Appropriations: The Parties recognize the essential nature of the ATT Agreement to implement and maintain this Agreement, and each party agrees to make an effort to fund the ATT Agreement and any extensions thereto, subject annual appropriations being approved by the parties' governing bodies and subject to the parties respective termination rights pursuant to the any other agreements related to the "ATT Agreement" and the parties' shared cost agreement.

XII. MISCELLANEOUS OPERATIONAL REQUIREMENTS

A. Coordinated Disaster Response: Both the City and the Board shall maintain a Coordinated Disaster Response Plan that shall address what steps or procedures should be taken by each Party in the case of natural disasters or sizeable multiple injury emergencies or other disasters so that the Parties can serve as a virtually consolidated resource management center and more specifically what procedures should be followed if either or both Party's systems are compromised or eliminated by a natural disaster.

B. Coordinated Planning and Equipment Acquisition and Installation: Both the City and Board, in order to avoid wasteful duplication or inoperability problems, shall plan and coordinate the acquisition and installation of all 911 related equipment.

C. Mandatory Testing of Equipment; Record Keeping: In order to insure proper functioning of equipment and to insure adequate user familiarity with the requisite equipment, both the City and Board shall conduct mandatory tests of all 911 equipment and ancillary equipment no less than at least once a month. Each Party shall also power cycle all 911 equipment at least once a week. Each Party shall be responsible for documenting that these tests have been conducted and either Party may inspect the records of the other Party relating to these mandatory tests to insure compliance with this subparagraph.

D. City Not to Make Changes to Hardware or Software without Prior Written Permission: The City shall not make any changes or modifications whatsoever to any configuration software or hardware provided by the Board to the City pursuant to this Agreement without the prior written permission of the Board's administration, other than adding user personnel and or editing the auto-dial features of the system.

E. Mandatory Use and Maintenance of the CAD to CAD Interface: In order to insure the highest possible quality, efficiency and effectiveness in the communications between each Party's PSAP, the Parties shall use the CAD to CAD interface when sending calls to and from each Party's PSAP.

F. Each Party To Grant Ready Access to Radio Technicians: Each Party shall permit ready access by qualified radio technicians to radios installed at each Party's PSAP that have been installed for back up purposes and for when advisable or necessary dispatching purposes in order to implement this Agreement.

G. Mandatory Maintenance of Uninterrupted Power Supply "UPS": In order to insure at all times an uninterrupted power supply both Party's relevant equipment shall reside on a fully functioning and operational UPS bypass switch that shall enable power supplies to transfer over to an adequate generator that shall in turn maintain a constant and adequate power supply in the event of any power disruption.

XIII. ALTERNATIVE DISPUTE RESOLUTION MEDIATION TO BE FOLLOWED BY BINDING ARBITRATION

The parties agree that any controversy or claim arising out of or relating to this Agreement or alleged breach thereof shall be submitted to mediation and to a mediator agreed to by the parties. If mediation does not resolve the dispute, venue shall lie exclusively in the Circuit Court of Jasper County, Missouri. Missouri law shall apply to this Agreement.

XIV. THIS AGREEMENT TO BE THE SOLE DOCUMENT EXCEPT FOR THOSE DOCUMENTS THAT HAVE ALREADY BEEN SPECIFICALLY INCORPORATED BY REFERENCE; AMENDMENTS TO BE IN WRITING AND MUTUALLY EXECUTED

The Parties intend that this Agreement be the sole Agreement between the Parties and that no other documents or understandings are to be hereby in any way incorporated by reference unless the Agreement has otherwise specifically done so. This Agreement may be amended only in writing, mutually executed by authorized persons for each Party, and only after adoption of said amendments by requisite Resolution (the Board) or Ordinance (the City) of the governing Board or Council for each Party respectively.

XV. EFFECTIVE DATE TERM, TERMINATION PROCEDURES,

A. Effective Date to be Upon Adoption by City as an Ordinance: Since there is a line of case law that says that municipalities can act only through ordinances, the date of adoption of this Agreement as a municipal ordinance by the City shall be the effective date of this Agreement.

B. Term: The Term of this Agreement shall be 36 months from the date of Formal Adoption by the City by means of an Ordinance for reasons described herein.

C. Notice of Termination Procedures: This Agreement may be terminated with or without cause by an authorized official of a Party by giving one hundred and eighty days advance written notice sent by certified mail to the official address of the other Party. Notice of Rescission for breach of a security measure may be made upon a thirty day advance written notice (See section V.E SECURITY MEASURES, Material Breach) supra) .

D. Automatic Extension of the Agreement: In the third year of the Term for this Agreement, if neither Party gives written notice to terminate this Agreement at least within one hundred days prior to the end of that third anniversary year, then this Agreement shall automatically renew annually year thereafter not requiring any further execution or formalities unless and until the Parties mutually agree in a mutually executed document to rescind this Agreement.

XVI. WARRANTY OF AUTHORITY AND COMPLIANCE WITH REQUISITE PROCEDURES

Each Party, the City as a Home Rule Charter City, and the Board under its contractual authority in 190.339.4 RSMo, hereby warrant to the other Party that this Agreement is within its respective corporate authority, that all legal procedural prerequisites and formalities have been followed to create a valid and binding contract, that this Agreement meets the formalities of 432.070 RSMo including adequate and valuable consideration, and further that this Agreement meets the requirements of the Joint Powers Acts (see 70.210 RSMo et seq.) and Article VI s 16 of the Missouri Constitution.

(This space deliberately left blank)

XVII. EXECUTION

FOR THE CITY OF JOPLIN:

_____ _____

Date of Adoption as an Ordinance Ordinance Number

_____

Samuel L. Anselm, City Manager

_____ _____

Authorized Signature Date

_____

Witness

FOR THE JASPER COUNTY EMERGENCY SERVICES BOARD:

_____

Printed Name and Title

_____ _____

Authorized Signature Date

_____

Witness

ORDINANCES

EMERGENCY

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 7, 2014
Council Bill No. 2014-151

Item: Turkey Creek and Shoal Creek WWTP Improvements, Second Supplemental Agreement for Construction Phase Services
Originating Department: PUBLIC WORKS - Operations

Attachments: (1) Second Supplemental Consultant Agreement
(2) Council Bill No. 2014-151

Operations Planning: Lynden Lawson	Date: 6/30/2014
Department Head: Nicholas A. Heatherly	Date: 6/30/14
Finance Department: Leslie Haase	Date: 6-30-14
Interim City Attorney: Peter C. Edwards	Date: 6/30/14
Interim City Manager: Samuel L. Anselm	Date: 6/30/14

Recommended Action: Approval of a Second Supplemental Consultant Agreement with Allgeier, Martin & Associates in the amount of $277,000 for the construction phase engineering services for Phase II improvements to the City's remaining Turkey Creek Wastewater Treatment Facility expansion, and for the Shoal Creek Wastewater Treatment Facility expansion.

Background: In January, 2010, the City entered into a construction phase services contract for the Turkey Creek WWTP Phase I project, at a cost of $514,000. At the time Phase I was submitted to the Council for approval, City staff elected to wait until the design on the Shoal Creek WWTP project was finished to enter into an agreement for construction phase services for Phase II of the Turkey Creek WWTP project and all of the Shoal Creek WWTP project, as the scope of the work would not be completely known until the design was complete. On March 1, 2011, the First Supplement to the original agreement was approved by City Council to provide for the remaining construction phase services for the Phase II and Shoal Creek projects. The First Supplement was developed based on the assumption that approvals from MDNR would come in a timely manner, thereby allowing for an overlap of Phase I and Phase II services by the consultant, resulting in an economies of scale and reducing the overall estimated cost. The assumption proved not to hold true, resulting in a 14-month extension of the Turkey Creek Phase II and the Shoal Creek projects.

The First Supplement amended the original contract in the amount of $887,000, for a total construction phase service cost of $1,401,000. This Second Supplement will amend the original contract in the amount of $277,000, for a total construction phase service cost of $1,678,000.

These costs are within the engineering basic service fee percentage negotiation guidelines.

Discussion: The City applied for, and received, $26,000,000 in funding assistance from the Missouri Department of Natural Resources (MDNR) State Revolving Fund program, for this

second phase of the City's $35 million wastewater improvement project.

Recommendation: It is recommended that an award of the Consultant Agreement with Allgeier, Martin & Associates in the amount of $277,000 for the construction phase engineering of the Phase II Turkey Creek WWTP Project, and the entire Shoal Creek WWTP Project funded through the MDNR State Revolving Fund program, be approved as an emergency bill in that it is imperative that we have continuous construction oversight of these two major public improvement projects.

SECOND SUPPLEMENT TO AGREEMENT
BETWEEN
THE CITY OF JOPLIN, MISSOURI
AND
ALLGEIER, MARTIN and ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

THIS IS A SECOND SUPPLEMENT TO THE AGREEMENT dated January 26, 2010 between the City of Joplin, Missouri, a municipal corporation, (OWNER) and Allgeier, Martin and Associates, Inc., a Missouri corporation located in Joplin, Missouri (ENGINEER). OWNER has recently completed improvements to its Turkey Creek Wastewater Treatment Plant and is in the process of constructing improvements to its Shoal Creek Wastewater Treatment Plant (hereinafter called the Project), using funding assistance from the Missouri Department of Natural Resources through the State Revolving Fund (SRF) program.

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall continue to provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER's professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1. General. In general, this Second Supplemental Agreement recognizes a significant increase in the amount of time required to obtain regulatory approval for the design and construction of the multiple phases of the ongoing Project, and acknowledges that, through no fault of the Engineer, previously established contract ceilings are no longer adequate to cover the costs associated with the Engineer's Basic Construction Phase Services and Resident Project Representation (RPR). Delays in regulatory review of Project plans and specifications have extended the anticipated 30-month project to a 44-month project, thereby preventing the anticipated overlap of project components that would have otherwise allowed a single RPR to oversee multiple construction contracts while also significantly reducing costs associated with basic engineering services.

1.2 Basic Construction-Phase Services. Shall be as set forth in the original Agreement dated January 26, 2010, and the Supplement to Agreement dated March 1, 2011.

1.3 Resident Project Representation. Shall be as set forth in the original Agreement dated January 26, 2010.

1.4 Operation and Maintenance Manual. Shall be as set forth in the original Agreement dated January 26, 2010, and the Supplement to Agreement dated March 1, 2011.

1.5 Operator Training: Shall be as set forth in the original Agreement dated January 26, 2010.

1.6 Follow-up Engineering Services: Shall be as set forth in the original Agreement dated January 26, 2010.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 Additional Services of Engineer shall be as set forth in the original Agreement dated January 26, 2010.

SECTION 3 - OWNER'S RESPONSIBILITIES

3.1 Owner's responsibilities shall be as set forth in the original Agreement dated January 26, 2010.

SECTION 4 - PERIOD OF SERVICE

4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Second Supplemental Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of construction of the Shoal Creek WWTP project by the construction contract completion date of February 1, 2015.

4.2 All engineering services provided under Sections 1.2, 1.3, 1.4, and 1.5 of this Second Supplement to Agreement shall be completed by March 1, 2015.

4.3 All engineering services provided under Section 1.6 of this Second Supplement to Agreement shall be completed within 12 months after final acceptance of the Shoal Creek WWTP construction work by the OWNER, ENGINEER, and Regulatory Agencies.

4.4 If OWNER has requested significant modifications or changes in the extent of the Project, or if construction of the improvements is delayed beyond February 1, 2015 for reasons beyond the Engineer's control, the time of performance of ENGINEER's services and ENGINEER's maximum fee shall be adjusted appropriately.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of Engineer. For each element of the engineering services set forth in paragraphs 5.1.1 through 5.1.5, of the original Agreement dated January 26, 2010, the Supplemental Agreement dated March 1, 2011, and this Second Supplement to Agreement, OWNER shall pay ENGINEER for time expended and reimbursable expenses at the labor rates and non-labor rates shown in the attached Exhibit "A", with a maximum payment for said services as listed in the appropriate paragraph below.

5.1.1 For Basic Engineering. For ENGINEER's services described in paragraphs 1.2.1 through 1.2.15 of the original Agreement dated January 26, 2010, and the Supplemental Agreement dated March 1, 2011, the maximum total payment shall be $622,000.

5.1.2 For Resident Project Representation. For ENGINEER's services described in paragraphs 1.3.1 through 1.3.3 of the original Agreement dated January 26, 2010, the maximum payment shall be $775,000.

5.1.3 For O & M Manual. For ENGINEER'S services described in paragraphs 1.4.1 and 1.4.2 of the original Agreement dated January 26, 2010, the maximum payment shall remain at $160,000.

5.1.4 For Operator Training. For ENGINEER's services described in paragraphs 1.5.1 through 1.5.7 of the original Agreement dated January 26, 2010, the maximum payment shall remain at $78,000.

5.1.5 For Follow-Up Services. For ENGINEER's services described in paragraphs 1.6.1 through 1.6.3 of the original Agreement dated January 26, 2010, the maximum payment shall remain at $43,000.

5.2 Times of Payments. Shall be as set forth in the original Agreement dated January 26, 2010.

5.3 Other Provisions Concerning Payments. Shall be as set forth in the original Agreement dated January 26, 2010.

5.4 Definitions. Shall be as set forth in the original Agreement dated January 26, 2010.

SECTION 6 – GENERAL CONSIDERATIONS

6.1 Shall be as set forth in the original Agreement dated January 26, 2010.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 The following exhibit is attached to and made a part of this Second Supplement to Agreement: Exhibit A "Rate Schedule", consisting of one page.

7.2 This Second Supplement to Agreement (consisting of pages 1 to 4, including the exhibit identified above) constitute the revised agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This agreement and said exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Executed by the Engineer this 18th day of June, 2014.

Executed by the Owner this _____ day of _____, 2014.

The parties hereto have made and executed this agreement as of the day and year first above written.

OWNER:
CITY OF JOPLIN, MISSOURI

_____
Nicholas A. Heatherly, P.E.
Director of Public Works

ENGINEER:
ALLGEIER, MARTIN and ASSOCIATES, INC.

Dean A. Willis
Dean A. Willis P.E.
President

ATTEST:

_____

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

RATE SCHEDULE

LABOR RATES

Position	Hourly Billing Rate 01/01/2014 thru 12/31/2014	01/01/2015 thru 12/31/2015	01/01/2016 thru 12/31/2016
Principal/Engineer IV	$175	$180	$185
Principal/Engineer III	$160	$165	$170
Project Manager/Engineer II	$140	$145	$150
Project Manager/Engineer I	$125	$130	$135
Designer/Technician III	$96	$100	$104
Designer/Technician II	$84	$87	$91
Designer/Technician I	$78	$81	$85
Two-Man GPS Survey Crew	$165	$170	$175
One-Man GPS Survey Crew	$125	$130	$135
Three-Man Survey Crew	$180	$187	$195
Two-Man Survey Crew	$140	$145	$150
Registered Land Surveyor II	$150	$155	$160
Registered Land Surveyor I	$130	$135	$140
Survey Party Chief	$78	$81	$85
Survey Crew Member	$63	$66	$69
Right of Way Specialist	$100	$104	$108
Construction Inspector III	$96	$100	$104
Construction Inspector II	$84	$87	$91
Construction Inspector I	$78	$81	$85
Secretary/Word Processor	$63	$66	$69
Print Specialist	$63	$66	$69

Note: All pre-approved overtime hours shall be invoiced at 1½ times the hourly billing rate shown above.

NON-LABOR RATES

Item	Rate
Travel	$0.56 per mile (or IRS rate)
Subsistence	Actual cost
Lodging	Actual cost
Special Postage or Shipping	Actual cost
Printing	Actual cost
Surveying Materials	Actual cost
Subcontract Specialty Services	Cost + 10%

COUNCIL BILL NO. 2014-151 **ORDINANCE NO.**

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.

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

Section 1. That the City 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.

Section 2. That the City Manager 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 meaning of Section 2.12 (6) in that said ordinance provides for public improvements and is considered an emergency by the Council in that it is imperative to have continuous construction oversight of these two major public improvement projects and as such shall become effective immediately upon this passage as provided by the Home Rule Charter for the City of Joplin.

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

_____
Michael L. Seibert, Mayor

ATTEST:

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, Interim City Attorney

Council Bill No. 2014-151

I hereby certify that a sufficient amount is available in the Facility Improvements Fund-Sewer Treatment Account No. 415-4541-540.8015 Project No. FWPH01 to pay the amount called for in said Agreement.

_____

Leslie Haase, Director of Finance

City of **JOPLIN** City Council Agenda Item

Requested Council Meeting Date: July 7, 2014
Council Bill No. 2014-153
Item: Microsurfacing of Various Streets 2014, Award of Contract
Originating Department: PUBLIC WORKS – ENGINEERING

Attachments: 1) Location Map
2) Street List
3) Bid Tabulation
4) Council Bill No. 2014-153

Engineering Department: Dave Hunt DWH	Date: 6-30-14
Department Head: Nicholas A. Heatherly NAH	Date: 6/30/14
Finance Department: Leslie Haase	Date: 7-1-14
Interim City Attorney: Peter C. Edwards	Date: 7/1/14
Interim City Manager: Samuel L. Anselm	Date: 6/30/14

Recommended Action: Approval of an Award of Contract with Vance Brothers in the amount of $938,592.00 for the Microsurfacing of Streets 2014 project.

Background: As a part of the annual street maintenance program, the City provides preventive maintenance on asphalt streets on a seven year cycle. The Street Slurry Seal projects have been a major part of this seven-year preventive maintenance program since 1982. Staff has chosen to use Microsurfacing over the Type II Slurry Seal used in the past. Microsurfacing sets up much quicker and is more durable. This should allow roads to be opened up to the public in a faster time frame. Microsurfacing was first used in 2004 and the Engineering Department took significantly less complaint calls as a result.

Discussion: Notice to Contractors was published for 1 day in the Joplin Globe. Two firms picked up the bid proposal and two firms submitted bids for Microsurfacing on Various Streets in the City of Joplin for 2014 on June 24, 2014 (See attached Bid Tabulation). The 2014 price per square yard is $1.91. The 2013 price per square yard is $ 1.78. The 2011 price per square yard is $ 1.64. Vance Brothers has been a contractor for the City of Joplin in the past and has provided good results.

Recommendation: It is recommended that a contract be awarded to Vance Brothers Construction in the amount of $938,592.00 for the Microsurfacing of Streets 2014 project. This price is within engineers estimate.

N INDIANA AVE
E 2ND ST
BROADWAY ST
E NORTH ST
HIGH AVE
E 8TH ST
E 7TH ST
E 5TH ST
E 3RD ST
E G ST
VANDALIA ST
N ST LOUIS AVE
E WHITNEY WAY
E MOUNT HOPE RD
E LAUREL ST
ROLLA ST
UTICA ST
YUMA ST
N KATIE LN
CENTRAL ST
E HILL ST
E 6TH ST
E 4TH ST
N FLORIDA AVE
LINCOLN AVE
N MILLER AVE
TURK AVE
N OZARK AVE
E NEWMAN RD
RANGE LINE RD
N RANGE LINE RD
MYRTLE RD
E ENTERPRISE AVE
CARDINAL DR
N PROGRESS DR
E 3RD ST
N GOETZ BLVD
FOX FIRE LN
N TYSON DR
S DUQUESNE RD
N DUQUESNE RD
DUQUESNE RD
S LAVENDER LN
E JAKES RD
SYCAMORE RD
E ZORA ST
N BLAIR RD
N TRAVIS ACRES RD
MO-249 HWY
LEGEND:
MICROPAVE
Joplin Streets
STREET
Joplin City Limits

EXHIBIT A

MICROSURFACING OF STREETS - 2014

No.	Name	Location	Area (SY)
1	2ND	STL - OZARK	9,518.89
2	3RD	STL - TURK	11,425.56
3	4TH	7TH ST. - END (NORTHWARD)	1,833.33
4	5TH	STL - TURK	8,333.33
5	6TH	RANGELINE - GENEVA	1,386.67
6	6TH	TURK - FOREST	7,048.89
7	6TH	STL - HIGHLAND	2,758.89
8	ADRIENNE	KETRON TO END OF CUL-DE-SAC	3,986.43
9	BAKERS BRANCH	GOETZ TO END (EASTWARD)	1,906.43
10	BEALE	ZORA TO END	3,640.00
11	BIRCH	DUQUESNE TO END	3,827.78
12	BLAIR	NEWMAN - END (SOUTHWARD)	2,677.78
13	BLUE HERON	DUQUESNE - WISTERIA WAY	390.00
14	BLUE HERON	WISTERIA - CATTAILS	1,205.56
15	BOUNTY	WHITNEY - END OF CUL-DE-SAC	1,126.43
16	BROWNELL	4TH - 7TH	3,582.22
17	BROWNELL	ZORA TO END (N. OF WHITNEY WAY)	7,705.56
18	BROWNELL	CENTRAL - 4TH	3,640.00
19	BROWNELL	LAUREL - MANITOU	693.33
20	BROWNELL	ZORA - YUMA	808.89
21	BROWNELL	QUINCY - WINDSOR	3,682.22
22	BUCHANAN	PATTERSON - FLORIDA (FORMERLY USED AS A CO	3,885.56
23	BUTLER	2ND - END (NORTHWARD)	515.56
24	BUTTERFIELD	GOETZ - COLLEGE VIEW	2,152.22
25	CANTERBURY	4TH AROUND LOOP	5,333.33
26	CASTLE ROCK	TYSON - COLLEGE VIEW	2,874.44
27	CATTAILS	WISTERIA - PENNY LN	1,921.11
28	CENTRAL	FLORIDA - STL	7,395.56
29	CENTRAL	TURK - FLORIDA	3,986.67
30	CHANDLER	SADIE CT. - MT. HOPE RD	7,670.00
31	CYPRESS CIR	WISTERIA/BLUE HERON TO END OF CUL-DE-SAC	649.76
32	DAISY CT.	CHANDLER - END OF CUL-DE-SAC	967.54
33	EDGEWOOD	3RD - RUSTWOOD	3,240.00
34	FOREST	BROADWAY - CENTRAL	621.11
35	FOX FIRE	RUSTWOOD - 3RD	3,180.00
36	GENEVA	7TH - 6TH	1,752.22
37	GLENWOOD	BIRCH - PENNY	2,715.56
38	GOETZ	NEWMAN - VESTAVIA	2,455.56
39	GOETZ	RIDGE - END (N. OF VANDALIA)	5,546.67
40	GOETZ	VESTAVIA - RIDGE	4,593.33
41	GRACE	CENTRAL - END OF CUL-DE-SAC (NORTHWARD)	3,654.21
42	HACKBERRY	WHISPERING OAKS - GOETZ	2,385.00
43	HIGHLAND	7TH - CENTRAL	7,482.22
44	HIGHLAND	UTICA - TRENTON	577.78
45	HIGHLAND	KENSINGTON - NASHVILLE	2,397.78
46	HIGHLAND	ZORA - END (CUL-DE-SAC N. OF NORTHBROOK)	3,625.32
47	HIGHVIEW	WICKERSHAM - MATTHEWS	967.78
48	HIGHVIEW	MATTHEWS - ZORA	1,646.67
49	HIGHVIEW	ZORA - END OF ASPHALT	1,877.78
50	HODGDON	RANGELINE - TURK / CENTRAL	5,488.89
51	INDEPENDENCE	ZORA - UTICA	4,304.44
52	KENNEDY	CHANDLER - END (E. OF MILLER)	2,888.89

EXHIBIT A

MICROSURFACING OF STREETS - 2014

No.	Name	Location	Area (SY)
53	KENNEDY CT.	N. BROWNELL - END OF CUL-DE-SAC	895.32
54	KENSINGTON	EUCLID - END (E. OF HIGHLAND)	2,993.06
55	KETRON	VALLEY - ADRIENNE	1,011.11
56	LAUREL	GOETZ - END (WESTWARD)	910.00
57	LAUREL	EUCLID - BROWNELL	7,533.33
58	MANITOU	EUCLID - FLORIDA	6,745.56
59	MARZELLE	ADRIENNE - END OF MARZELLE CT. (CUL-DE-SAC)	3,524.21
60	MATTHEWS	SANTA FE - HIGHVIEW	534.44
61	MATTHEWS	ZORA - BEALE	5,012.22
62	MCCONNELL	7TH - CENTRAL	7,453.33
63	MILLER	KENNEDY - MILLER CT.	1,170.00
64	MILLER	ZORA - END	2,266.67
65	MILLER CT.	MILLER AVE. - END OF CUL-DE-SAC	851.98
66	MORGAN	3RD - RUSTWOOD	2,550.00
67	NASHVILLE	FLORIDA - EUCLID	6,196.67
68	NATALIE CT.	N. BROWNELL - END OF CUL-DE-SAC	765.32
69	NATALIE LN.	STL - END OF CUL-DE-SAC	4,586.47
70	NATALIE LN.	CHANDLER - MILLER CT.	1,690.00
71	NORTHBROOK	STL - HIGHLAND	2,888.89
72	NORTHVIEW	TYSON - MARZELLE	1,170.00
73	NORTHVIEW	COLLEGE VIEW - CURVE IN STREET	2,137.78
74	ODESSA	FLORIDA - EUCLID	5,633.33
75	OZARK	CENTRAL - END (N. OF CENTRAL)	3,475.79
76	OZARK	7TH - 4TH	3,611.11
77	OZARK	4TH - CENTRAL	3,712.22
78	OZARK	SALEM - ZORA	4,333.33
79	OZARK CT.	CHANDLER TO CUL-DE-SAC	1,574.21
80	PARK	CENTRAL - 7TH	7,453.33
81	PARK	TRENTON - UTICA	837.78
82	PARK	UTICA - GUTTER XSING (S. OF VANDALIA)	375.56
83	PARK	QUINCY - TRENTON	2,383.33
84	PARK	ZORA TO SADIE LN.	4,102.22
85	PATTERSON	TRENTON - END (1/2 BLOCK S. OF LAUREL)	6,252.22
86	PATTERSON	7TH - HILL ST.	9,157.78
87	PENNY	GLENWOOD - DUQUESNE	2,354.44
88	PRINCETON	FLORIDA - EUCLID	4,888.89
89	QUINCY	FLORIDA - EUCLID	3,499.17
90	QUINCY	EUCLID - PARK	1,458.89
91	QUINCY	STL - PARK	1,355.56
92	QUINCY	FLORIDA - END (EASTWARD)	2,084.44
93	RIDGE	COLLEGE VIEW DR. - COLLEGE VIEW DR.	3,235.56
94	RIDGE	GOETZ - COLLEGE VIEW DR.	1,133.33
95	ROLLA	FLORIDA - END (EASTWARD)	1,678.89
96	ROLLA	STL - PARK	1,791.11
97	RUSTWOOD	MORGAN - WOODMONT DR.	3,075.00
98	SADIE CT.	CHANDLER TO CUL-DE-SAC	1,718.65
99	SADIE LN.	STL - END (EASTWARD)	3,711.98
100	SALEM	EUCLID - PARK	2,311.11
101	SALEM	OZARK - EUCLID	4,722.22
102	SANTA FE	MATTHEWS - END (NORTHWARD)	2,094.44
103	ST. CHARLES	QUINCY - ROLLA	1,126.67
104	ST. CHARLES	7TH - CENTRAL	7,755.00

MICROSURFACING OF STREETS - 2014

No.	Name	Location	Area (SY)
105	ST. CLAIRE CT.	CENTRAL - END (NORTHWARD)	1,819.76
106	STARLITE DR.	COLLEGE VIEW - RIDGE	2,975.56
107	SYCAMORE	NEWMAN - END (NORTHWARD)	3,958.33
108	TRENTON	LINCOLN - STL	9,005.83
109	TURK	CENTRAL / HODGDON - 4TH	4,400.00
110	TURK	4TH - END (S. OF 6TH)	3,250.00
111	TURK	ZORA - END (SOUTHWARD)	4,866.67
112	VAN HOOREBEKE	NEWMAN RD. - END (SOUTHWARD)	2,933.33
113	VANDALIA	FLORIDA - LINCOLN	988.89
114	VANDALIA	STL - PARK	1,433.33
115	VANDALIA CT.	GOETZ - END OF CUL-DE-SAC	2,455.32
116	VESTAVIA	GOETZ - END (WESTWARD)	938.89
117	WHITNEY	W. OF BROWNELL - END (EASTWARD)	4,622.22
118	WHITNEY	STL. - END (EASTWARD)	4,586.47
119	WICKERSHAM	W. OF BROWNELL - CHANDLER	1,415.56
120	WICKERSHAM	SANTA FE - HIGHVIEW	563.33
121	WILLOW	GOETZ - END OF CUL-DE-SAC	4,795.32
122	WINDSOR	INDEPENDENCE - LINCOLN	3,453.33
123	WISTERIA WAY	CYPRESS - CATTAILS	1,921.11
124	XENIA	LINCOLN - END (WESTWARD)	5,517.78
125	YUMA	FL - LINCOLN	1,000.00

BID TABULATION

PROJECT: Microsurfacing 2014
DATE OF BID OPENING: June 24, 2014 10:00 a.m.

CONTRACTOR	BID
Vance Brothers	938,592.00
Intermountain Slurry Seal	1,146,908.50

COUNCIL BILL NO. 2014-153 ORDINANCE NO.

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.

BE IT ORDAINED by the Council of the City of Joplin, Missouri, as follows:

Section 1. That the contract be awarded 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.

Section 2. Upon the final approval and acceptance of the contractor's work under said contract in writing by the Director of Public Works, and his certification to that effect to the director of Finance, the contractor shall be paid $750,000.00 from the Transportation Sales Tax Fund, Account Number 140-4520-530-8650. The balance of $188,592.00 will be paid from the Capital Improvement Fund, Account Number 145-4565-520-8650.

Section 3. That the Director of Public Works is hereby authorized to proceed with said awarding of contract with Vance Brothers.

Section 4. This ordinance is an emergency within the meaning 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.

Section 5. This ordinance is an emergency within the meaning 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 construction to begin immediately in the optimal construction time during the calendar year, and appropriations for this contract have been approved by the 2013-2014 budget.

Passed by the Council of the City of Joplin, Missouri, this _____ day of

_____, 2014, by a _____ vote.

ATTEST: _____
Michael L. Siebert, Mayor

_____
Barbara L. Hogelin, City Clerk

APPROVED AS TO FORM:

_____

Peter C. Edwards, Interim City Attorney

I hereby certify that a sufficient amount is available in the said Transportation Sales Tax Fund, Account Number 140-4520-530-8650 in the amount of $750,000.00 and Capital Improvement Fund, Account Number 145-4565-520-8650 in the amount of $188,592.00 to pay the amount called for in said contract on the basis of estimates made by the City Engineer.

_____

Leslie Haase, Director of Finance

City of Joplin | City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: July 7, 2014
ITEM: Council Bill No. 2014-614; Technical Support between the City of Joplin and Motorola

ORIGINATING DEPARTMENT: Joplin Police Department
ATTACHMENTS: Council Bill No. 2014-614; copy of Contract

DEPARTMENT HEAD:	Jason B. Burns	**DATE:** 6/19/14
CITY MANAGER:	Samuel L. Anselm	**DATE:** 6/30/14
CITY ATTORNEY:	Peter Edwards PE	**DATE:** 6/21/14
FINANCE DIRECTOR:	Leslie Haase LH	**DATE:** 6-20-14

INTRODUCTION:

This Council Bill approves a contract between the City of Joplin, Missouri and Motorola providing continuing system maintenance of infrastructure components provided by Motorola.

SUMMARY/DISCUSSION:

The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, is due for annual renewal. This agreement continues the system maintenance of infrastructure components provided by Motorola. The Motorola Digital Radio System is a complex system of routers, servers, combiners, microwave systems, etc., and requires monitored maintenance of the system infrastructure and an immediate customer service response should the system and/or system components fail. This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure. The agreement is for a one year period and will be reviewed yearly for additions to the maintenance necessary as other system components complete their standard warranty periods or extended warranty periods. There is a three thousand, seven hundred ninety-five dollars and ninety-six cent ($3,795.96) increase this year.

RECOMMENDATION:

Staff recommends this Council Bill be passed on an emergency basis.

JBB/ts
attachment

COUNCIL BILL NO. 2014-614 ORDINANCE NO.

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.

WHEREAS, The City of Joplin's city-wide Motorola radio system's factory warranty, covering the infrastructure, will end June 2015;

WHEREAS, This agreement continues the system maintenance of infrastructure components provided by Motorola;

WHEREAS, This agreement provides Motorola customer support, maintenance, and technical support monitoring of all components of the infrastructure.

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

Section 1. That the Contract for Technical Support by and between the City of Joplin and Motorola, Inc., in a total amount of One Hundred Thirty Thousand, Three Hundred Thirty-One Dollars and Forty cents ($130,331.40), providing for the system maintenance of infrastructure components provided by Motorola, a true and accurate copy of the same being attached hereto as in Exhibit, be and the same is, hereby approved.

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

Section 3. That this Ordinance is an emergency within the meaning of Section 2.12 (1) of the Home Rule Charter of the City of Joplin, Missouri, in that said ordinance deals with a continuation of a maintenance agreement for equipment service that is scheduled to lapse on July 30, 2014, and as such, is considered an emergency and shall take effect immediately upon passage. Further, this Ordinance is an emergency within the meaning of Section 2.12 (4) in that this was an item approved in the existing budget and is a general appropriation of city funds.

Council Bill No. 2014-614 (Continued)

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

I hereby certify that a sufficient amount is available in the Emergency Communications Budget, Account No. 520-8503-510-5265, to pay the contract amount.

_____

Leslie Haase, Director of Finance

MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001011659
Contract Modifier: RN05-JAN-14 19:05:52

Date: 06/06/2014

Company Name:	Joplin, City Of
Attn:	
Billing Address:	303 E 3rd St
City, State, Zip:	Joplin,MO,64801
Customer Contact:	
Phone:	

Required P.O.:	No
Customer # :	1000708183
Bill to Tag # :	0001
Contract Start Date:	06/01/2014
Contract End Date:	05/31/2015
Anniversary Day:	May 31st
Payment Cycle:	MONTHLY
PO # :	

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0032C	NETWORK MONITORING-CTD	$1,262.45	$15,149.40
1	SVC150AD	ASTRO25 MASTER SITE		
1	SVC151AD	ASTRO25 PRIME/CO-LOCATED		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL	$4,442.15	$53,305.80
1	SVC051AD	ASTRO25 MASTER SITE		
1	SVC053AD	ASTRO25 PRIME/CO-LOC W/O SWITCH		
1	SVC055AD	ASTRO25 REMOTE SITE		
1	SVC060AD	ASTRO25 DISPATCH SITE		
10	SVC061AD	ASTRO25 STATIONS		
5	SVC062AD	ASTRO25 OPERATOR POSITIONS		
	SVC01SVC1104C	TECHNICAL SUPPORT	$3,938.07	$47,256.84
1	SVC032AD	ASTRO25 MASTER SITE		
1	SVC033AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC035AD	ASTRO25 REMOTE SITE		
1	SVC040AD	ASTRO25 DISPATCH SITE		
	SVC01SVC1105C	CUSTOMER TECHNICIAN DISPATCH	$626.60	$7,519.20
1	SVC129AD	ASTRO25 MASTER SITE		
1	SVC130AD	ASTRO25 PRIME/CO-LOCATED		
1	SVC132AD	ASTRO25 REMOTE SITE		
1	SVC137AD	ASTRO25 DISPATCH SITE		
	SVC02SVC0001C	SP - MICROWAVE SERVICES	$591.68	$7,100.16
1		NETWORK(S)		

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$10,860.95	$130,331.40
Subtotal - One-Time Event Services	$ .00	$ .00
Total	$10,860.95	$130,331.40
Taxes	-	-
Grand Total	$10,860.95	$130,331.40

	THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
	Subcontractor(s)	**City**	**State**
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA - T9 SYSTEM MGR NON IL (CE546)	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Rodney Brumett 815-378-1236

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Joplin, City Of
Contract Number: S00001011659
Contract Modifier: RN05-JAN-14 19:05:52
Contract Start Date: 06/01/2014
Contract End Date: 05/31/2015

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge,a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement,the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services,Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT
Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT
Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order,acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work,but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"),whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
Revised Jan 1, 2010

ORDINANCES

FIRST READING

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"

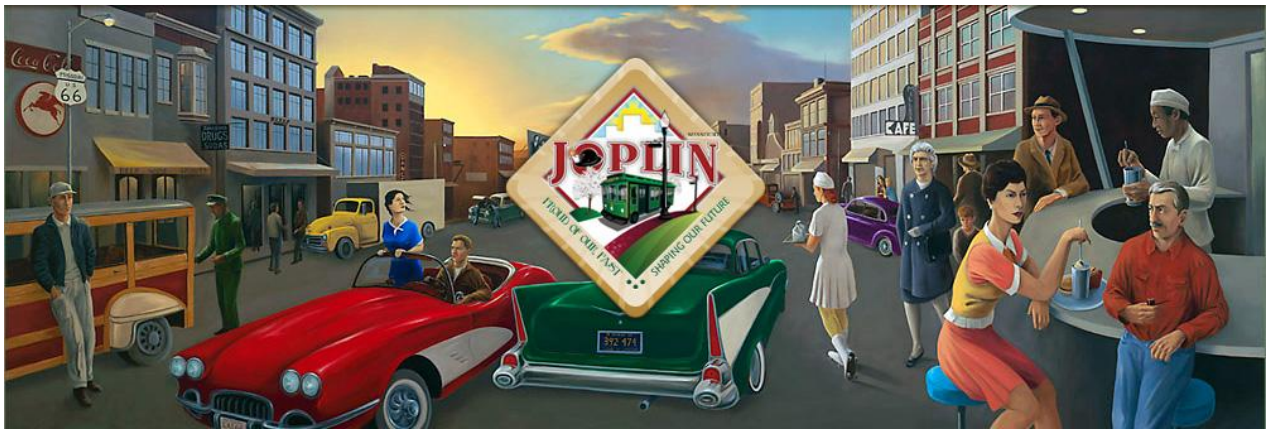
TERM SHEET

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
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REPUBLIC, MISSOURI 65738
417/425-9460

Gross & Associates

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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.

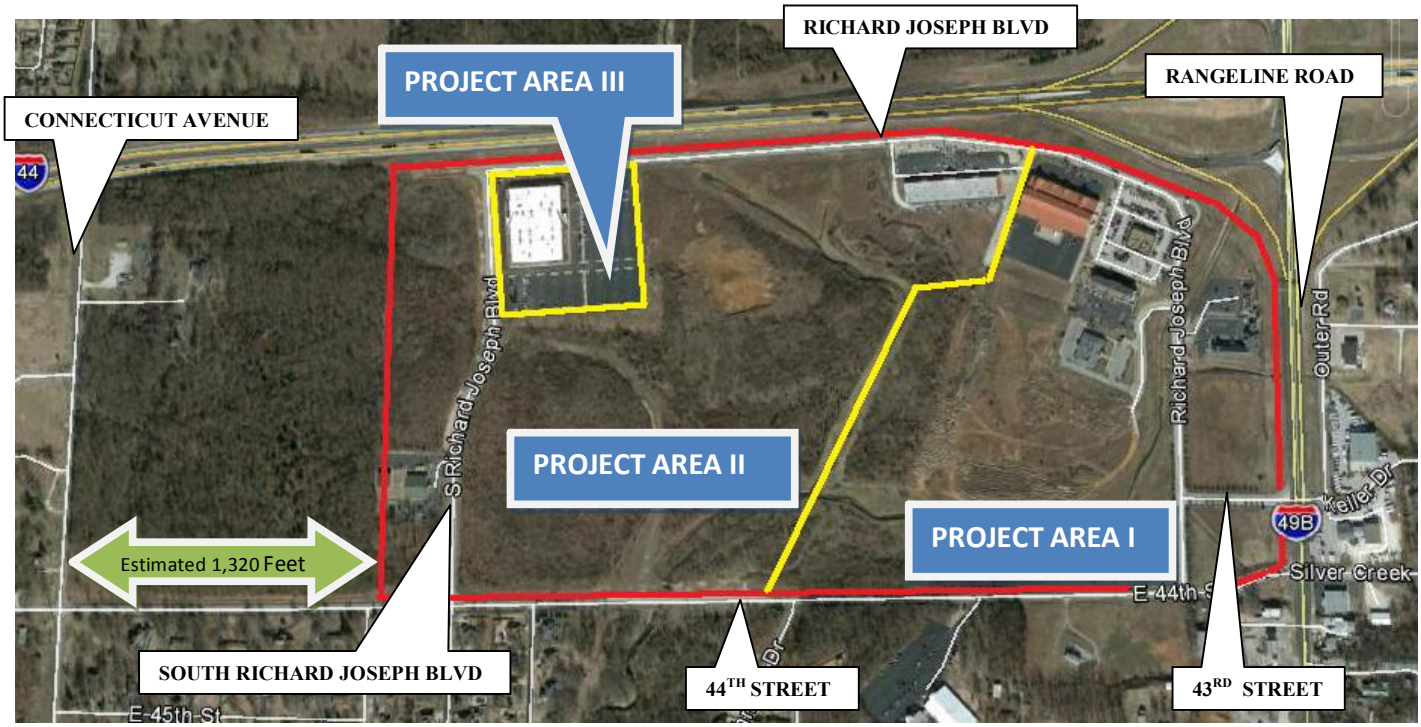
E. Amendments to this Plan. This Plan, the Area and the Projects may be amended only pursuant to the provisions of the Act.

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.

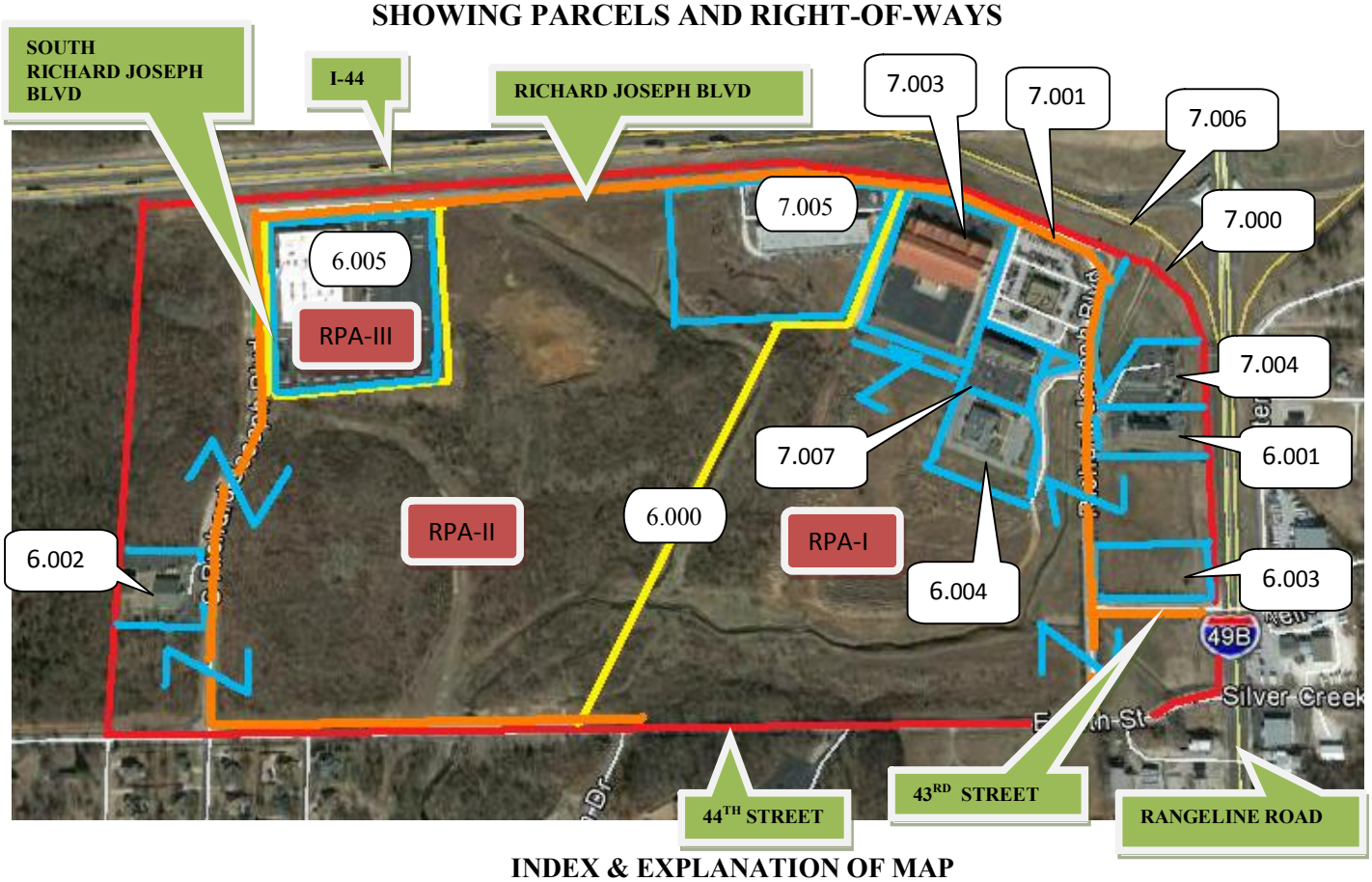
Commencing at a found railroad spike at the Southwest Corner of the Southeast Quarter of the Southwest Quarter of Section 24, Township 27 North, Range 33 West; thence along the West line of said Southeast Quarter of the Southwest Quarter, North 01° 39' 16" East 40.00 feet to the North right-of-way line 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 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.

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

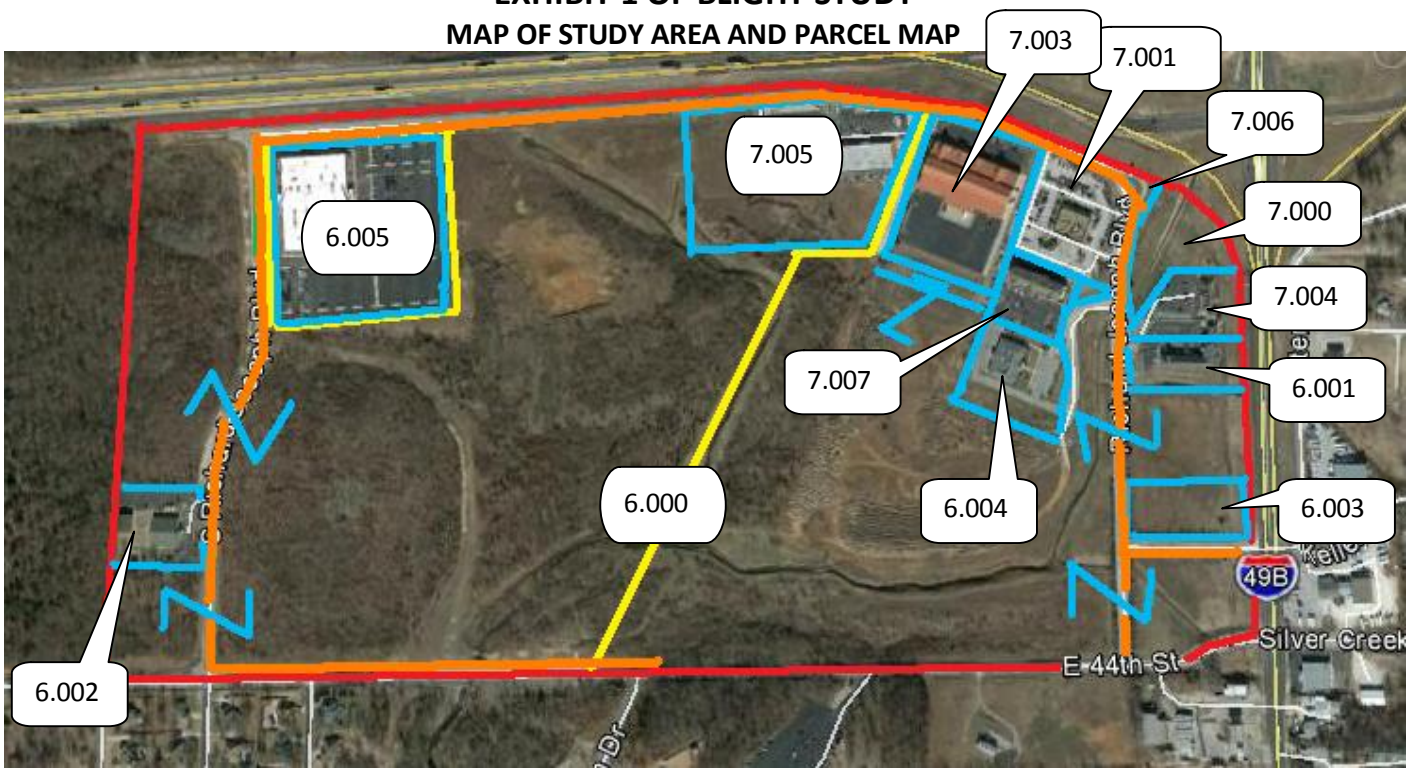
Darrell Gross

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.

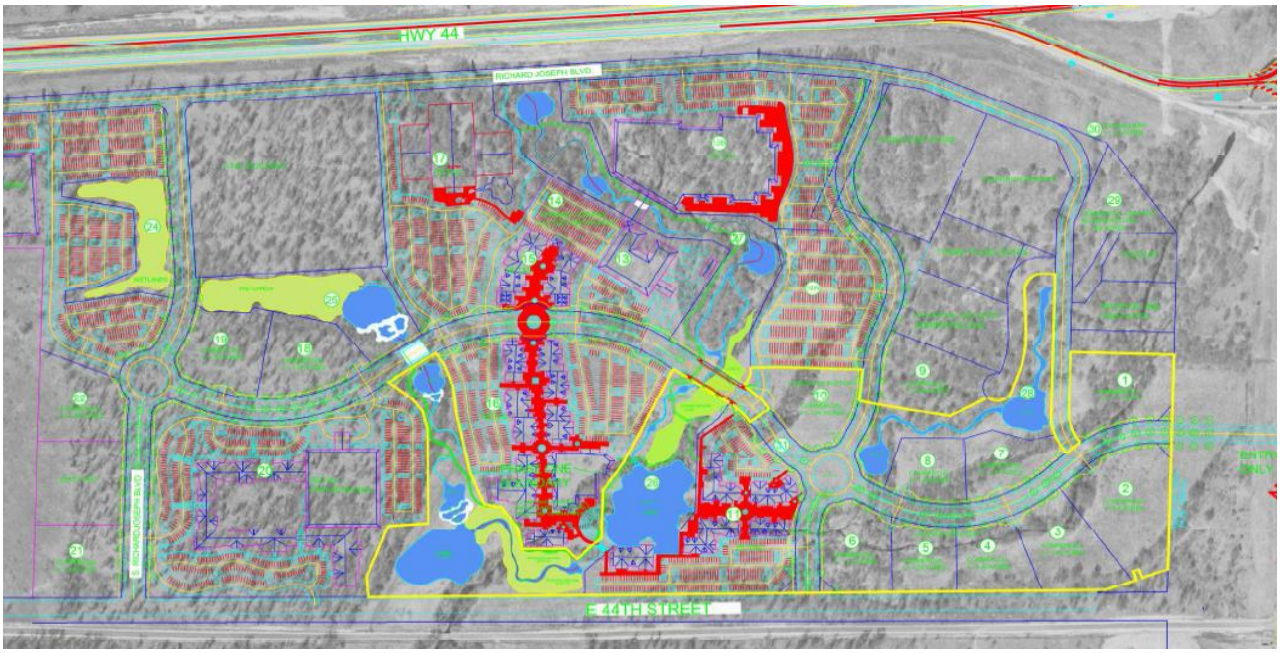
PROFESSIONAL DESIGNATIONS AND HONORS:

- 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 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

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 REIMBURSABLE ALLOCATION	UNIT QUANTITY	COST PER UNIT	TOTAL PROJECT COST	TOTAL DEVELOPER PORTION	TOTAL TIF REIMBURSABLE 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 TAX PARCEL #	TAXES 2008	TAXES 2012	5 YEAR GROWTH	ANNUAL AVERAGE	ANNUAL GROWTH ASSESSED VALUE	ANNUAL GROWTH 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 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

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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

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EXHIBIT I PAGE 114

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EXHIBIT I PAGE 115

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EXHIBIT I PAGE 116

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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 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**

ANCE WITH THE PLAN

T

	$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**

I)

$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

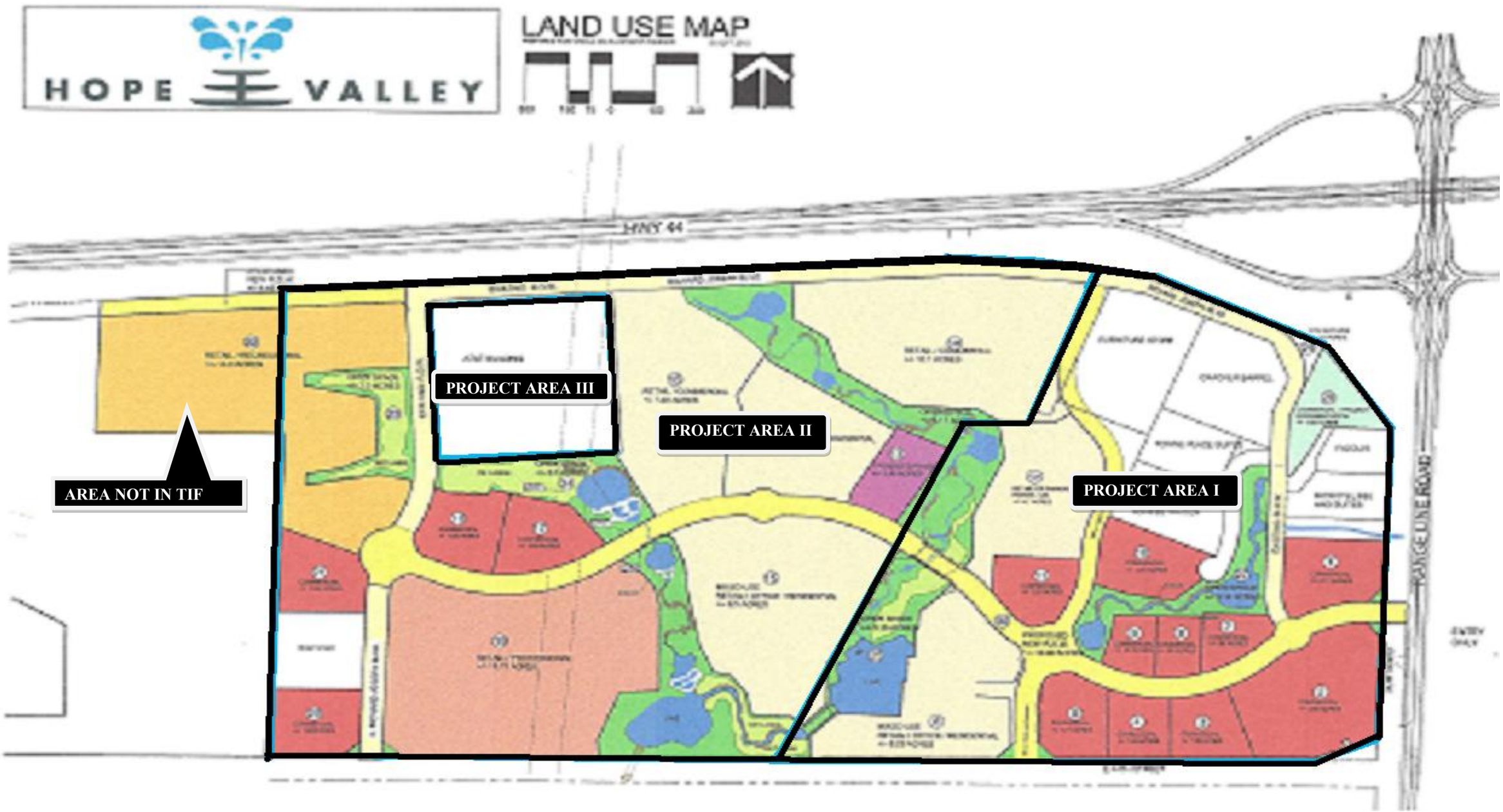
CT COST

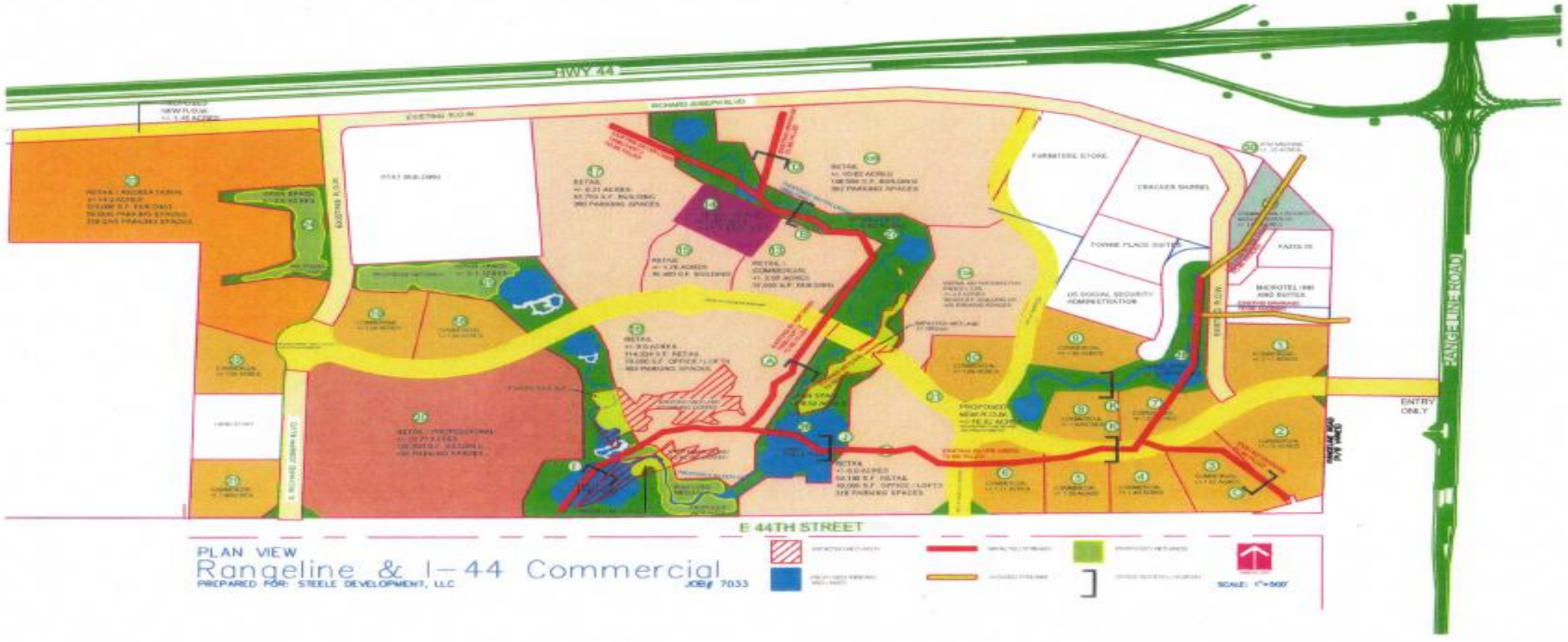
2021	2022	2023	2024	2025
$498,090.05	$513,886.97	$530,136.79	$546,852.11	$564,045.88
$751,766.47	$760,971.63	$770,268.85	$779,659.04	$789,143.13
$1,249,856.52	**$1,274,858.60**	**$1,300,405.64**	**$1,326,511.15**	**$1,353,189.01**
$200,078.26	$202,079.04	$204,099.83	$206,140.83	$208,202.24
$1,449,934.77	**$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

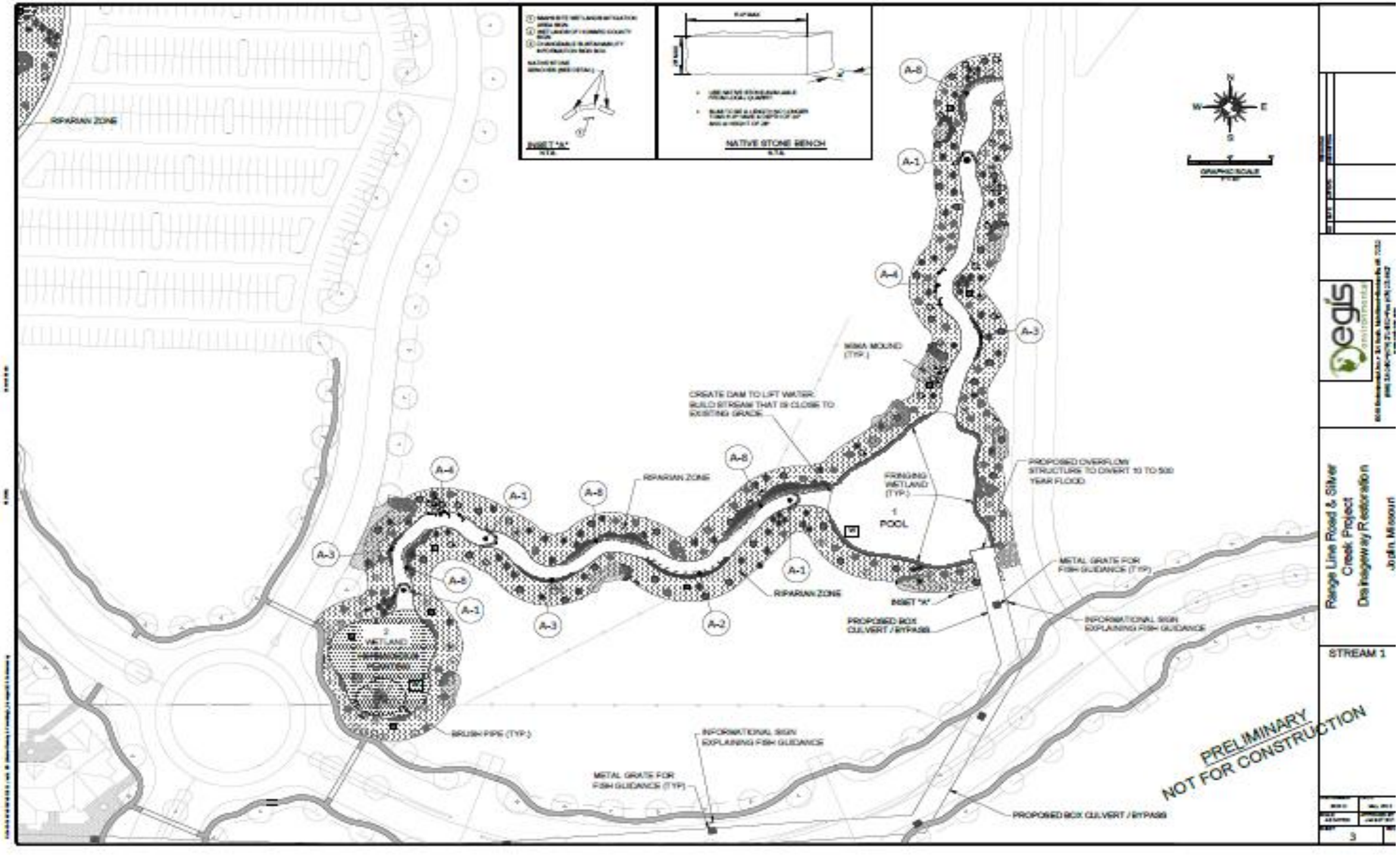
- BOND BIRD NESTING STRUCTURE
- WOOD DUCK NESTING STRUCTURE
- BAT NESTING STRUCTURE
- OCCIDENTAL NESTING STRUCTURE
- MARTIN BOX
- DRAINAGE SWALE
- PARK BENCH
- HERBACEOUS PLANTING BIORETENTION BASIN
- LITERAL ZONE WETLAND
- FRINGING WETLAND
- MIMA MOUND
- SWAMP CANE PLANTING
- NATIVE STORM/WOODLOT/BRE

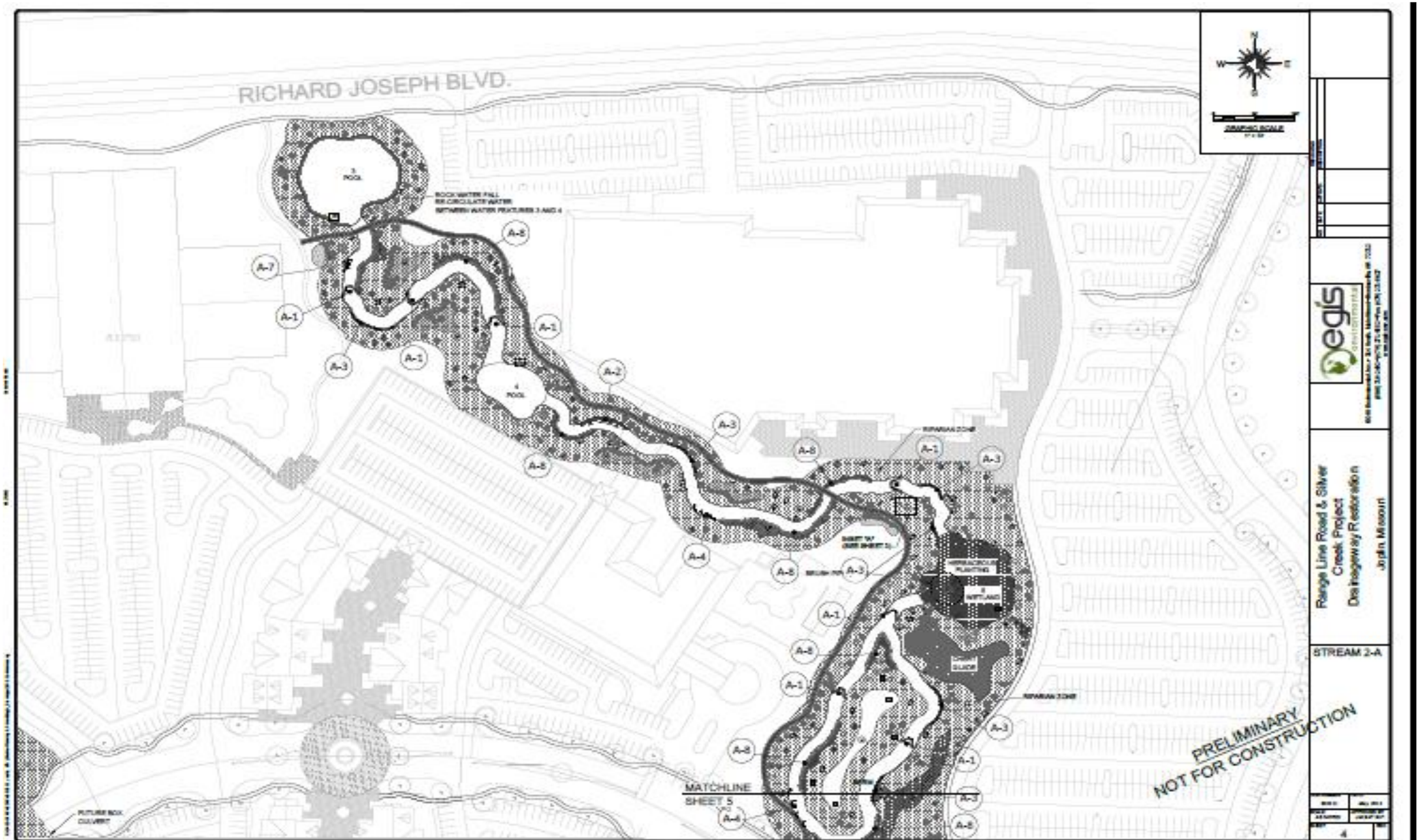
PRELIMINARY
NOT FOR CONSTRUCTION

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

City of Joplin — City Council Agenda Item

REQUESTED COUNCIL MEETING DATE: JULY 7, 2014

ITEM: COUNCIL BILL NO. 2014-511
ORIGINATING DEPARTMENT: FINANCE DEPARTMENT
ATTACHMENTS: 1) Copy of Council Bill

Department Head: Leslie Haase LH	**Date:** 6-30-14
City Attorney: Peter Edwards PE	**Date:** 7/1/14
City Manager: Sam Anselm SA	**Date:** 7/2/14
Assistant PW Director: Troy Bolander T.B.	**Date:** 7-1-14

INTRODUCTION:
This Council Bill approves Project I of the Hope Valley TIF District and adopts the formation of tax increment financing in the designated boundaries of this TIF.

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. The total project cost is nearly $56.8 million, with nearly $17.2 million eligible for TIF reimbursement.

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.

This ordinance approves Project I of the Hope Valley TIF Plan and adopts tax

increment financing for the specified area. If this ordinance is approved on first reading, it will need to be tabled until the terms are met and the Redevelopment Agreement is developed.

RECOMMENDATION:

City Staff recommends this Council Bill be approved on first reading. Staff further recommends tabling the item after its passage.

COUNCIL BILL NO. 2014-511 ORDINANCE NO.

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

WHEREAS, on July 7, 2014, the City of Joplin, Missouri (the "City") adopted the Hope Valley Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") including Redevelopment Project I included therein by Ordinance No. 2014-___, and designated the Redevelopment Area, described therein, as a blighted area, all pursuant to the provisions of the Real Property Tax Increment Allocation Act, Sections 99.800 to 99.865., RSMo (the "Act"); and

WHEREAS, the Redevelopment Plan contemplates implementation through three Redevelopment Projects designated as Redevelopment Projects I, II, and III, and the adoption of tax increment financing in the area selected for each Redevelopment Project.

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

Section 1. That the area selected for Redevelopment Project I legally described in Exhibit A attached hereto is approved and designated as a Redevelopment Project (hereinafter referred to as "Redevelopment Project I"). Redevelopment Project I includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements therein.

Section 2. That tax increment allocation financing is hereby adopted for taxable real property in the above-described area selected for Redevelopment Project I. Pursuant to the Act, after the total equalized assessed valuation of the taxable real property in Redevelopment Project I exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project I, the ad valorem taxes, and payments in lieu of taxes, if any, arising from the levies upon the taxable real property in Redevelopment Project I by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 of the Act, as amended, each year after the effective date of the ordinance until redevelopment project costs have been paid shall be divided as follows:

a. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized value of each such taxable lot, block, tract or parcel of property in the area selected for Redevelopment Project I shall be allocated to and, when collected, shall be paid by the Newton County Collector and the City Treasurer to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

b. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the area selected for Redevelopment Project I, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City Treasurer who shall deposit such payment in lieu of taxes into a special fund called the "Special Allocation Fund" of the City for the purpose of paying redevelopment project costs and any obligations incurred in the payment thereof; provided that payments in lieu of taxes shall be subject to the provisions of Section 99.845.1(3) of the Act, as amended, regarding the blind pension fund tax and the merchants' and manufacturers' inventory replacement tax.

Section 3. That in addition to the payments in lieu of taxes described in subsection b of Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within the area selected for Redevelopment Project I over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales of charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo, as amended, and licenses, fees or special assessments, other than payments in lieu of taxes, and penalties and interest thereon shall be allocated to, and paid by the local political subdivision collecting officer to the City Treasurer or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Special Allocation Fund.

Section 4. That 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 A

Legal Description of Redevelopment Project I

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 RIGHTOF- 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.

NEW BUSINESS

~ New Business ~

- Announcements from the Public Information Officer, Lynn Onstot

- Vote to go into closed session