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P. Hrngs. X
Pgs. 89
Filed: 12-06-16

Sponsored by: Fishel

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 294

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING a Petition to Establish the Brentwood N/S Community Improvement
2 District; declaring that a portion of the district is a blighted area and
3 that its redevelopment is necessary for the preservation of the public
4 peace, prosperity, health, safety, morals, and welfare; authorizing the
5 City Manager to execute a Cooperative Agreement between the City,
6 the Brentwood N/S Community Improvement District, and Jared
7 Development; and directing the City Clerk to notify the Missouri
8 Department of Economic Development and the Greene County Clerk
9 of the creation of the District.

10 _____

11
12 WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorizes the
13 governing body of any Municipality, as defined in the CID Act, upon a proper petition
14 requesting the formation and after a public hearing, to adopt an ordinance establishing a
15 community improvement district; and

16
17 WHEREAS, on November 23, 2016, a petition for the creation of the Brentwood
18 N/S Community Improvement District (the "District") was filed with the City Clerk; and

19
20 WHEREAS, the City Clerk verified that the petition complied with the CID Act and
21 a public hearing was set with all proper notice being given in accordance with the CID
22 Act or other applicable law; and

23
24 WHEREAS, said petition also requests, pursuant to 67.1421(i), a determination
25 of blight for roughly the north three-quarters of the District, which is approximately 13.01
26 acres of the District; and

27
28 WHEREAS, a Blight Report dated October 31, 2016 was prepared in connection
29 with the formation of the proposed community improvement district; and

30
31 WHEREAS, the Board of Commissioners for the Land Clearance for
32 Redevelopment Authority of Springfield, Missouri, met on November 1, 2016, and

33 recommend a declaration of blight be made for approximately 13.01 acres within the
34 District; and
35

36 WHEREAS, the City Council held a public hearing on December 12, 2016, at
37 which all persons interested in the formation of the District or the declaration of blight,
38 were allowed an opportunity to speak and at which time the City Council heard all
39 protests and received all endorsements.
40

41 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
42 SPRINGFIELD, MISSOURI, as follows, that:
43

44 Section 1 – The Brentwood N/S Community Improvement District is hereby
45 created within the City of Springfield, Missouri, as a political subdivision of the State of
46 Missouri, having the powers and purposes set forth in the petition, the original of which
47 is on file with the City Clerk, and a copy of which is attached hereto and incorporated
48 herein by reference as “Exhibit 1.” The District shall include the contiguous tracts of real
49 estate described in the attached petition and shall be governed by a board of directors.
50 Members shall be appointed by the Mayor of the City of Springfield, Missouri and
51 confirmed by the City Council of the City of Springfield, Missouri, and shall have the
52 authority to levy assessments and establish a sales tax in amounts not to exceed the
53 rates set forth in the Petition.
54

55 Section 2 – The existence of the District shall automatically terminate if the
56 District has not, within six months of the final approval of this Ordinance, duly approved
57 and executed a binding cooperative agreement with the City, in substance and form
58 acceptable to the City Attorney, and substantially in conformance with the agreement
59 attached hereto as “Exhibit 3” and incorporated herein by this reference (“Cooperative
60 Agreement”).
61

62 Section 3 – The City Manager, or their designee, is hereby authorized to enter
63 into the Cooperative Agreement, and to take steps to reasonably comply with the terms
64 and intent of this Ordinance.
65

66 Section 4 - The City Clerk is hereby directed to prepare and file with the Missouri
67 Department of Economic Development the report specified in Subsection 6 of Section
68 67.1421 of the Community Improvement District Act, and to further notify the Office of
69 the Greene County Clerk of the District’s petition and establishment.
70

71 Section 5 - The officers of the City are hereby authorized and directed to execute
72 all documents and take such actions as they may deem necessary and advisable in
73 order to carry out and perform the purposes of this Ordinance and to make ministerial
74 alterations, changes, or additions to the foregoing documents herein approved,
75 authorized, and confirmed which they may approve and the execution of such action
76 shall be conclusive evidence of such necessity and advisability.
77

EXPLANATION TO COUNCIL BILL NO: 2016- 294

FILED: 12-6-2016

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt a Special Ordinance approving the Petition to Establish the Brentwood N/S Community Improvement District; declaring a portion of the area in such district to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, Brentwood N/S Community Improvement District, and Jared Development.

BACKGROUND INFORMATION: Brentwood North, LLC; Glenstone Battlefield, LLC; and Glenstone Battlefield II, LLC have filed with the Springfield City Clerk, in accordance with Sections 67.1401 to 67.1571, RSMo (the "CID Act"), a Petition to Establish the Brentwood N/S Community Improvement District. The proposed District comprises approximately 16.67 acres generally located along the east side of South Glenstone Avenue between East Edgewood Street and East Battlefield Road. More specifically, it includes the Brentwood Center and Brentwood Center South shopping centers, a Bank of America branch office, and adjoining portions of public right-of-way on East Barataria Street and South Glenstone Avenue. The District will be a political subdivision of the State of Missouri, and have a life of 25 years. It will be governed by a five-member board of directors who shall be appointed by the Mayor with the consent of City Council.

Designation of Blight

Community improvement districts are typically restricted to funding only public improvements and services. However, the CID Act allows districts to fund private improvements, in addition to public improvements, if the City Council declares the area or a portion of the area inside the District a blighted area and determines that construction of the proposed improvements will result in the remediation of said blight and serve a public purpose. Section 67.1401.2(3), RSMo defines a "Blighted Area" as:

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, sections 99.800 to 99.865, or sections 99.300 to 99.715.

The Petition includes a blight report, which provides evidence supporting a declaration of blight for roughly the north three-quarters (approx. 13.01 acres) of the District. More

specifically, this area includes the entire Brentwood Center, located between East Edgewood Street and East Barataria Street, and a portion of the Brentwood Center South extending south from East Barataria Avenue approximately 680 feet. The Springfield Land Clearance for Redevelopment Authority reviewed a blight report at its November 1, 2016 meeting and approved a resolution recommending the City Council declare said area a blighted area by a vote of 3 to 0.

Use of CID Funds

The Brentwood N/S Community Improvement District will have the power to impose a sales and use tax at a maximum rate of one percent (1%) on all retail sales made within the District that are subject to taxation pursuant to state law. Revenues generated from the district sales and use tax will be used to fund certain private improvements aimed at removing blight in the blighted portion of the District, as well as certain public improvements that will benefit the District, as a whole, and facilitate rehabilitation/redevelopment of the two shopping centers. The improvements are estimated to cost approximately \$12.4 million. They include, but are not limited, to the following:

Private Improvements

- Reconfigured and widened drive lanes for improved emergency and service vehicle access
- Building demolition
- Roof replacement and reconfiguration
- Parking lot improvements
- Site lighting upgrades
- Building façade replacement

Public Improvements

- Utility replacement and relocation
- Sidewalk improvements
- Construction of two right-in/right-out access points onto South Glenstone Avenue

As stated in the Petition, the District and its authority to impose sales and use taxes shall expire after 25 years or upon repayment of reimbursable project costs, whichever occurs first.

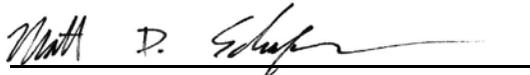
In order to reimburse the City for costs incurred to establish the District, review reimbursable project costs and annual budgets, and participate in certain district functions, the District will pay the City an administrative fee equal to one and one-half percent (1.5%) of the sales and use taxes it collects on a quarterly basis.

The Cooperative Agreement between the City of Springfield, Brentwood N/S Community Improvement District, Jared Development specifies how the District sales and use tax revenue will be collected and disbursed. Pursuant to this agreement, the Missouri Department of Revenue will collect the District sales and use tax and deposit the

revenues into a special trust account created by the District. The District shall use the funds to reimburse the Developer for certain costs incurred on construction of the CID project. Prior to disbursement of funds, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID project is completed and the reimbursable costs were incurred for the CID project. Documentation in the form of receipts, invoices, etc. will be required in order to confirm that the costs were in fact incurred and paid.

REMARKS: The Petition has been certified by the Springfield City Clerk as a proper petition in accordance with the CID Act.

Submitted by:



Matt D. Schaefer
Senior Planner



Mary Lilly Smith
Director, Planning and Development



Greg Burris
City Manager

Exhibit 1

**PETITION TO ESTABLISH THE
BRENTWOOD N/S
COMMUNITY IMPROVEMENT DISTRICT**

City of Springfield
Greene County, Missouri

Submitted on November 21, 2016

By

Brentwood North LLC and
Glenstone Battlefield, LLC and Glenstone Battlefield II, LLC (Owners)

And

Jared Enterprises, Inc.
(Developer)

**PETITION TO ESTABLISH THE
BRENTWOOD N/S COMMUNITY IMPROVEMENT DISTRICT**

To the City Council of the City of Springfield, Greene County, Missouri (the "City")

The undersigned (the "Owners"), being the owners of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the Brentwood N/S Community Improvement District (the "District") and the owners of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, do hereby petition and request that the City approve and establish the Brentwood N/S Community Improvement District in order to fund all or part of the cost of services and improvements provided and made within the District under the authority of Sections 67.1401 to 67.1571, RSMo. (the "Community Improvement District Act" or "Act") in accordance with this Petition.

1. Legal Description and Map of District Boundaries; Property Areas; Ownership.

The legal description of the District is attached hereto as Exhibit A. A map illustrating the District boundaries is attached hereto as Exhibit B. The boundaries of the District are contiguous. The Petitioners are the owners of more than 50% by assessed value of the real estate within the District and the owners of more than 50% per capita of all owners of real property within the boundaries of the District. A listing of all the owners of real estate is attached hereto as Exhibit C.

2. Name of District.

The name of the District is the "Brentwood N/S Community Improvement District."

3. Signatures May Not Be Withdrawn Later Than Seven Days After Submittal.

Petitioner's signatures may not be withdrawn later than seven (7) days after the filing of this Petition with the City Clerk. This notice is included on each signature page attached to this Petition.

4. Five-Year Plan.

A five-year plan stating a description of the purposes of the District, the improvements it will make, and an estimate of costs of these improvements to be incurred is attached hereto as Exhibit D.

5. Type of District.

The District shall be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board"). Each Director shall meet the following requirements:

- a. Be at least 18 years of age; and
- b. Be, and must declare to be, either (i) an owner of real property within the District (“Owner”) or the authorized representative of an owner of real property within the District (“Owner Representative”). All Owner Representatives must be certified in writing as an Owner Representative by the Owner. In the event the Owner de-certifies an Owner Representative as an authorized representative of the Owner, for any reason at the discretion of the Owner, the Owner Representative shall immediately be ineligible to be a Director and shall automatically be removed from the Board.

The initial Directors which are named and appointed by way of the City’s final passage of an Ordinance adopting this petition, each Director shall be appointed by the Mayor with the advice and consent of the City Council according to a slate submitted by the Board to the City Clerk.

The Owner hereby proposes the following slate of Directors:

NAME	TYPE	TERM
Curtis Jared	Owner Representative	4 Years
Brenton Kembell	Owner Representative	4 Years
David Havens	Owner Representative	2 Years
Kerry Rovig	Owner Representative	2 Years
Evelyn Reynolds	Owner Representative	2 Years

The initial Directors named above shall serve for the terms set out opposite their names or until their successor is appointed in accordance herewith, and their successors shall serve for four-year terms or until their successor is appointed in accordance with the Act.

In the event for any reason a Director is not able to serve his or her full term or is removed from the Board for any reason (“Exiting Director”), any vacancy to the Board shall be filled by appointment of an interim director (“Interim Director”) which shall be nominated by the remaining Directors and appointed by the Mayor as described below. Notwithstanding anything to the contrary, any Director’s failure to meet the qualification requirements set forth in this Article, either in a Director’s individual capacity or in a Director’s representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director. Provided, however, that the failure to meet such representation requirements shall not affect the Board’s authority to hold meetings, exercise any of the District’s powers or take any otherwise lawful action, assuming a lawful quorum to do so.

7. Successor Directors.

A. Successor Directors, whether to serve a new term or to fill a vacancy on the Board, shall be appointed in accordance with the Act according to a slate submitted to the City Clerk by the Board. The City Clerk shall immediately deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointment shall not be effective unless the City Council consents to said appointment by resolution; or the Mayor or the City

Council may reject the slate submitted and request in writing, with written reasons for rejection of the slate, that the Board submit an alternate slate.

B. If an alternate slate is requested, the Board shall submit an alternate slate to the City Clerk. The City Clerk shall immediately deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council shall consent by resolution to the appointment; or, the Mayor or the City Council may reject the alternate slate submitted and request that the Board submit another alternate slate.

C. The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the City Council.

D. The Board may suggest a slate to the Mayor as follows:

- 1) Individuals meeting the qualifications set out in this Petition shall be nominated by two sitting Directors; and
- 2) The Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms.

8. Total Assessed Value.

The total assessed value of all real property located within the District is \$4,886,420.

9. Determination of Blight.

The Petitioners seek a determination of blight for a portion of the District, more specifically described in Exhibit A, in light of the findings in the Blight Analysis prepared in accordance with provisions within the CID Act.

10. Life of District.

Subject to the provisions of Section 13 of this Petition, the District will continue to exist and function until the earlier of: (i) twenty-five (25) years from the date of final passage of the ordinance adopting this petition; or (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto, is reimbursed by the CID Sales Tax Revenue, as hereinafter defined; or (iii) until any bond, notes or other obligations issued by or on behalf of the District (the "CID Obligations") to pay the costs of the CID Projects have been fully repaid (however, in this regard, a refinancing or restructuring of said bond issue shall not constitute a repayment thereof).

11. Maximum Rates of Business License Tax, Real Property Tax and Sales Tax.

A. License and Real Estate Taxes.

The District does not request the power to impose business license taxes or real estate taxes at this time.

B. Sales and Use Taxes.

The District may impose a sales and use tax, at a maximum rate of up to one percent (1.0%), on all retail sales made in the District which are subject to taxation pursuant to Sections 144.010 to 144.525, RSMo., except sales of motor vehicles, trailers, boats or outboard motors and sales to public utilities (the "CID Sales Tax").

12. Maximum Rates of Special Assessments and the Method of Assessment.

The District does not request the power to impose special assessments at this time.

13. Intergovernmental Agreement Relating to CID Sales Tax Revenue Collection and Distribution.

The District, the City, and the Developer shall enter into an intergovernmental agreement (the "Agreement") prior to the construction of the CID Project. Failure to execute the Agreement within six (6) months of the City's final passage of the Ordinance approving this petition shall result in termination of the District. The Agreement shall provide as follows:

A. Collection and Administration Fee

The Missouri Department of Revenue shall collect revenues from the CID Sales Tax (the "CID Sales Tax Revenue"); provided, however, that in the event that the Missouri Department of Revenue shall no longer agree to collect the CID Sales Tax, the City agrees to collect the CID Sales Tax. The Missouri Department of Revenue, or City, as applicable, shall deposit the CID Sales Tax Revenue into a CID Sales Tax Revenue special trust account created by the District (the "Fund"). The District shall disburse the CID Sales Tax Revenue according to the prioritization agreed to by the Developer (as defined in Exhibit D) and the City as set forth below. In exchange for the City's administration efforts with the District and its review of project costs for certification and reimbursement, the City shall be entitled to an amount equal to one and one-half percent (1.5%) of the total amount of CID Sales Tax collected (the "Administration Fee"). The City will provide reasonable assistance and cooperation with the District in the collection of the CID Sales Tax.

B. Certificates of Completion of CID Project and of Project Costs.

Upon the completion of the CID Project, as described on Exhibit D attached hereto, the Developer shall submit a report to the City and the Board: (a) certifying that the CID Project has been completed in accordance with all relevant codes, regulations, statutes and laws, as evidenced by appropriate required governmental approvals; and (b) identifying all Reimbursable Project Costs, as such term is defined in Exhibit D attached hereto, incurred for which reimbursement is sought, and including all such detail and back up material as the City deems reasonably necessary to determine that the costs were in fact incurred and paid. The report submitted shall include a certificate endorsed by the Developer and its architect or engineer certifying that the costs submitted for reimbursement are Reimbursable

Project Costs, and that the work performed for which reimbursement is sought was performed to standards typical of the relevant industry and in a good and workmanlike manner.

If the City and the Board determine that the CID Project has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the project costs submitted for reimbursement are Reimbursable Project Costs, then the City shall issue a Certificate of Completion for the CID Project, and shall issue a Certificate of Costs certifying the submitted project costs as eligible for reimbursement. If these requirements are not met, then the City shall not issue a Certificate of Completion or Certificate of Costs, and shall specify in writing within sixty (60) days of receiving Developer's report the reason(s) for withholding its certifications. Upon request of the Developer or the Board, the City shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer may submit Reimbursable Project Costs for certification in one or more phases, but no more than three (3) times per year.

C. Prioritization of CID Sales Tax Revenue Disbursements.

The District shall seek disbursements from the Fund not later than ninety (90) days after the issuance of a Certificate of Costs by the City as described above. All disbursements from the Fund shall be made in the following manner and order of preference:

- 1) To pay any Administrative Fees owed the City.
- 2) To pay any administrative, professional or other operational costs or expenses of the District.
- 3) To pay Developer's Reimbursable Project Costs, provided that the City has first issued a Certificate of Completion and Certificate of Costs.

After all administrative, professional or other operational costs or expenses of the District and all Reimbursable Project Costs have been paid, collection of the CID Sales Tax shall immediately cease, and any remaining funds shall be disbursed in accordance with provisions within the Act.

The Developer shall not be entitled to reimbursement for any Reimbursable Project Costs unless and until the Agreement is executed between the City, District and Developer.

D. Development Agreement.

The Agreement shall provide as follows:

Developer shall cause all real estate purchase contracts, deeds and leases for property in the District to contain a provision requiring tenant's consent to and acknowledgement of the CID Sales Tax and special assessments, if any, and requiring all tenants' cooperation with the reporting of retail sales and the collection

of the sales and use tax. Furthermore, Developer, its successors and assigns, shall, to the maximum extent possible, provide City with documentation of sales tax receipts for each business in the District. Developer shall include the provisions herein in all lease documents with tenants located within the District requiring said sales information to be provided to the City. A similar provision shall be included in all sales contracts with purchasers of property located within the District requiring said sales information be provided to the City. Developer hereby agrees that each such lease or sales contract shall provide that the City is an intended third party beneficiary of such provisions and has a separate and independent right to enforce such provisions directly against any such tenant or purchaser. Furthermore, Developer, to the maximum extent possible, shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax receipts and filing indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Contract and shall only terminate upon the end of the term of the CID. The Developer hereby acknowledges and agrees to these provisions by its execution of this Petition, and, therefore, any contract between Owner and Developer for the purchase of any property within the District does not need to separately include the above provisions.

14. Limitations on Borrowing Capacity.

The District shall have the authority to borrow funds from any public or private source and issue obligations and provide security for the repayment of same as provided by the Act and as otherwise provided by law.

15. Limitations on Revenue Generation.

The District will have no limits on the revenue it may generate.

16. Other Limitations on District Powers.

The District will have the authority and powers granted to community improvement districts and political subdivisions under the Act and as otherwise provided by law.

17. Annual Reports and Meetings.

The District shall comply with the reporting and meeting requirements described in Sections 67.1471 and 105.145, RSMo., and acknowledges that such meetings shall be open to the public.

18. Request for Ordinance Establishing District.

The Petitioners respectfully request the City Council of the City of Springfield, Missouri to establish the District in accordance with the Petition.

19. Severability.

If any provision of this Petition shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

[Remainder of page left intentionally blank. Signature Pages follow]

**Signature Page to Petition to Establish the
Brentwood N/S Community Improvement District**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brentwood N/S Community Improvement District according to the preceding Petition.

Name of Owner: Brentwood North LLC
Owner's Telephone Number: (417) 877-7900
Owner's Mailing Address: 2870 South Ingram Mill Road
 Springfield, MO 65804

Name, Title of Signer: Curtis Jared
Basis of Signer's Legal Authority to Sign: President/CEO
Signer's Telephone Number: Same as above
Signer's Mailing Address: Same as above
Owner's Type of Entity: Missouri Limited Liability Company

Owner's Property within District		Map (attached)
Parcel Number	Assessed Value	
88-19-05-203-029	\$ 1,470.00	
88-19-05-203-033	\$ 149,820.00	
88-19-05-203-034	\$ 563,360.00	
88-19-05-203-035	\$ 1,268,480.00	
88-19-05-203-036	\$ 709,850.00	
88-19-05-203-037	\$ 213,180.00	
88-19-05-203-038	\$ 830.00	

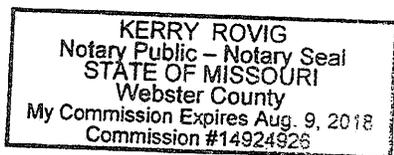
By executing this Petition, the undersigned represents and warrants that he or she is authorized to execute this Petition on behalf of the property owner named immediately above. Signatures may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

By: Curtis Jared November 14, 2016
 Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

Before me personally appeared Curtis Jared, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 16 day of November, 2016.



Kerry Rovig
 Notary Public

**Signature Page to Petition to Establish the
Brentwood N/S Community Improvement District**

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brentwood N/S Community Improvement District according to the preceding Petition.

Name of Owner: Glenstone Battlefield LLC
Owner's Telephone Number: (417) 877-7900
Owner's Mailing Address: 2870 South Ingram Mill Road
 Springfield, MO 65804

Name, Title of Signer: Curtis Jared
Basis of Signer's Legal Authority to Sign: President/CEO
Signer's Telephone Number: Same as above
Signer's Mailing Address: Same as above
Owner's Type of Entity: Missouri Limited Liability Company

Owner's Property within District		
Parcel Number	Assessed Value	Map (Attached)
88-19-05-207-009	\$ 39,010.00	
88-19-05-207-026A	\$ 311,550.00	
88-19-05-207-026B	\$ 322,080.00	
88-19-05-207-027	\$ 150,690.00	
88-19-05-207-028	\$ 149,190.00	
88-19-05-207-030	\$ 653,050.00	
88-19-05-207-031	\$ 353,860.00	

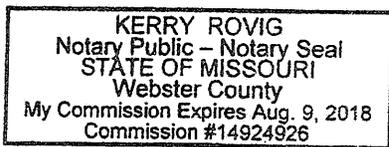
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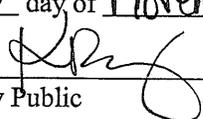
By:  November 14, 2016
 Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

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WITNESS my hand and official seal this 16 day of November, 2016.




 Notary Public

**Signature Page to Petition to Establish the
Brentwood N/S Community Improvement District**

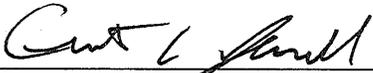
The undersigned requests that the City Council of the City of Springfield, Missouri establish the Brentwood N/S Community Improvement District according to the preceding Petition.

Name of Owner: Glenstone Battlefield II LLC
Owner's Telephone Number: (417) 877-7900
Owner's Mailing Address: 2870 South Ingram Mill Road
 Springfield, MO 65804

Name, Title of Signer: Curtis Jared
Basis of Signer's Legal Authority to Sign: President/CEO
Signer's Telephone Number: Same as above
Signer's Mailing Address: Same as above
Owner's Type of Entity: Missouri Limited Liability Company

Owner's Property within District		
Parcel Number	Assessed Value	Map (Attached)
88-19-05-207-009	\$ 39,010.00	
88-19-05-207-026A	\$ 311,550.00	
88-19-05-207-026B	\$ 322,080.00	
88-19-05-207-027	\$ 150,690.00	
88-19-05-207-028	\$ 149,190.00	
88-19-05-207-030	\$ 653,050.00	
88-19-05-207-031	\$ 353,860.00	

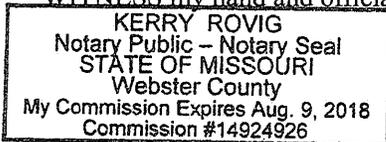
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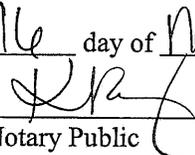
By:  November 14, 2016
 Signature of Person Signing for Owner Date

STATE OF MISSOURI)
) ss.
 COUNTY OF GREENE)

Before me personally appeared Curtis A. Jared, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 16 day of November, 2016.




 Notary Public

CLERK'S RECEIPT OF PETITION

This Petition to Establish the Brentwood N/S Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 23rd day of November, 2016.

Anita J. Cotter

City Clerk - Anita J. Cotter

[SEAL]

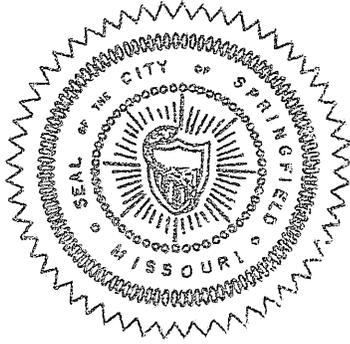


EXHIBIT A

District Legal Description

TRACT I: ALL OF LOT ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), IN BRENTWOOD CENTER ADDITION, IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND TRACT II: ALL OF THE WEST TWENTY (20) FEET OF LOT TWO (2), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND TRACT III: ALL OF THE WEST TWENTY (20) FEET OF LOT ONE (1), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10) AND ELEVEN (11), BRENTWOOD CENTER SOUTH, SPRINGFIELD, GREENE COUNTY, FILED IN PLAT BOOK AA, AT PAGE 39, RECORD'S OFFICE, GREEN COUNTY, MISSOURI, AND the adjoining portion of the right of way for East Barataria Street beginning at the southeast corner of Lot 5, Brentwood Center Addition in Springfield, Greene County, Missouri; thence west a distance of approximately 173.15 feet to a point at the southwest corner of Lot 5; thence south approximately 55 feet to a point at the northwest corner of Lot 11, Brentwood Center South Addition in Springfield, Greene County, Missouri; thence east a distance of approximately 166.8 feet to the northeast corner of said Lot 11; thence north approximately 5 feet to the northwest corner of Lot 1, Brentwood Estates Fourth Addition in Springfield, Greene County, Missouri; thence north approximately 51 feet to the point of beginning, AND a portion of the right of way for South Glenstone Avenue beginning at an existing 5/8" iron pin marking the northwest corner of Lot 1 of Brentwood Center, a recorded subdivision (Book KK, page 34) in the City of Springfield, Greene County, Missouri; thence south 01 degrees 00'32"W, along the east right of way of Glenstone Avenue, a distance of 1289.10 feet; thence north 88 degrees 59'28"W, leaving said east right of way line, a distance of 100.00 feet to the centerline of Glenstone Avenue; thence north 01 degrees 00'32"E, along said centerline of Glenstone Avenue a distance of 1289.10 feet; thence south 88 degrees 59'28"E, leaving said centerline of Glenstone Avenue, a distance of 100 feet to the point of beginning; AND beginning at an existing 1/2" pipe marking the southwest corner of Lot 4 of Brentwood Center South, a recorded subdivision (Book AA, page 39) in the City of Springfield, Greene County, Missouri; thence north 88 degrees 57'40"W, a distance of 100.00 feet to the centerline of Glenstone Avenue; thence north 01 degrees 02'20"E, along said centerline of said Glenstone Avenue, a distance of 1058.75 feet; thence south 88 degrees 57'40"E, leaving said centerline, a distance of 100.00 feet to a point on the east right of way of Glenstone Avenue; thence south 01 degrees 02'20"W, along said east right of way line, a distance of 1058.75 feet to the point of beginning.

EXHIBIT A - 1

Blighted Area Legal Description

TRACT 1: ALL OF LOT ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), IN BRENTWOOD CENTER ADDITION, IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND

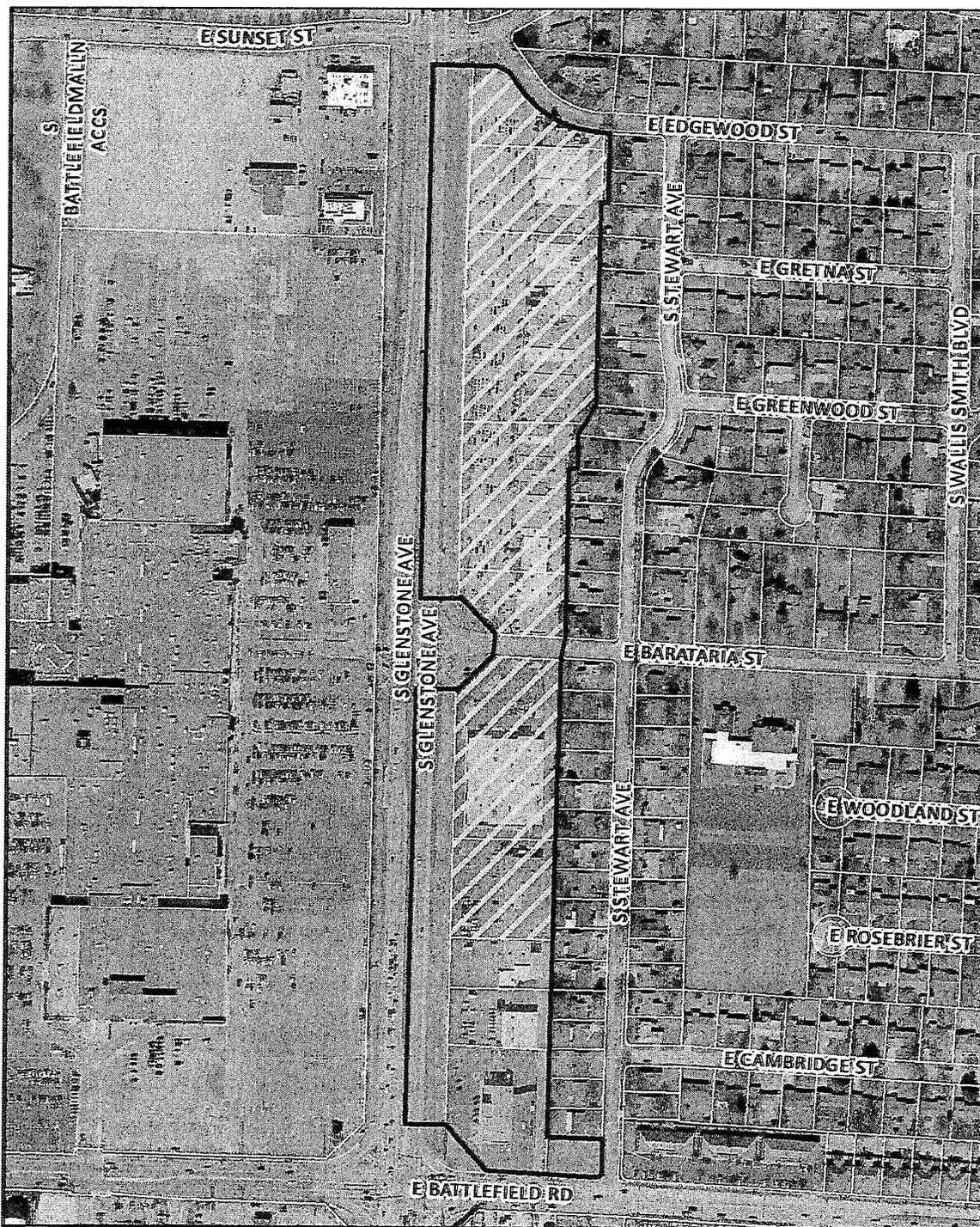
TRACT II: ALL OF THE WEST TWENTY (20) FEET OF LOT TWO (2), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND

TRACT III: ALL OF THE WEST TWENTY (20) FEET OF LOT ONE (1), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND

ALL OF LOTS EIGHT (8), NINE (9), (10) AND ELEVEN (11), BRENTWOOD CENTER SOUTH, SPRINGFIELD, GREENE COUNTY, MISSOURI FILED IN PLAT BOOK AA, AT PAGE 39, RECORD'S OFFICE, GREEN COUNTY, MISSOURI.

EXHIBIT B

Map of District Boundaries



Legend: Brentwood N/S CID Blighted Area 0 200 400 800 Feet

EXHIBIT C

List of Owners of Real Property within District

Brentwood Center North			
Parcel ID #	Address	Acreage	Property Owner
88-19-05-203-029	S. Glenstone Avenue	0.0367	Brentwood North LLC
88-19-05-203-033	2620 S Glenstone Ave.	1.1157	Brentwood North LLC
88-19-05-203-034	2622 S Glenstone Ave.	1.5593	Brentwood North LLC
88-19-05-203-035	2644 S Glenstone Ave.	3.2876	Brentwood North LLC
88-19-05-203-036	2708 S Glenstone Ave.	2.3223	Brentwood North LLC
88-19-05-203-037	2750 S Glenstone Ave.	0.8035	Brentwood North LLC
88-19-05-203-038	East Edgewood St.	0.0413	Brentwood North LLC
		Total	9.1664
Brentwood Center South			
Parcel ID #	Address	Acreage	Property Owner
88-19-05-207-009	E. Battlefield Rd.	0.2882	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-026A	2940 S Glenstone Ave.	1.5613	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-026B	2940 S Glenstone Ave.	-	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-027	2940 S Glenstone Ave.	0.8586	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-028	2856 S Glenstone Ave.	0.6915	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-030	2832 S Glenstone Ave.	2.5358	Glenstone Battlefield LLC Glenstone Battlefield II LLC
88-19-05-207-031	2862 S Glenstone Ave.	1.3032	Glenstone Battlefield LLC Glenstone Battlefield II LLC
		Total	7.2386

EXHIBIT D

Five-Year Plan

- A. Purpose of the District.** The purposes of the District are to:
- 1) Form and govern the District in accordance with provision within the Act;
 - 2) Provide or cause to be provided for the benefit of the District, certain improvements and services described in Paragraphs B and C of this Exhibit;
 - 3) To levy and collect the CID Sales Tax in order to provide a source of repayment for the services and improvements described in paragraphs B and C (the "CID Projects") and related expenses.; and
 - 4) Such other purposes as authorized by the Act.
- B. Services.** The services to be performed by the District shall include, but not be limited to, the following:
- 1) Adopting bylaws, passing resolutions, and otherwise governing the District in the manner required by the Act and the laws of the State of Missouri;
 - 2) Developing funding sources, including the levying of the CID Sales Tax, necessary in order to pay for the required expenses, costs and expenses of the District and to pay for the CID Projects in a manner authorized by the Act;
 - 3) Providing such accountings, reports and communications as are required by the Act and the Agreement; and,
 - 4) Providing such other services as are authorized by the Act.
- C. Improvements.** The District shall construct or cause to be constructed the following improvements:
- Public Improvements .
- a) Two Public Roadway/Access Improvements. Each of the properties suffer from limited access. To help alleviate these conditions the following public roadway improvements will be completed, subject to approval of the City, City Utilities, MoDot and/or other appropriate authorities:
 - i. New right in/right out entrances will be constructed on South Glenstone Avenue.
 - ii. Improvements to public sidewalks accessing the development.
 - b) Utility Replacement/Relocation. To accommodate redevelopment and remediate blight conditions, certain public utility lines will be abandoned and new lines installed to accommodate new construction. Additional fire hydrants will also be installed to enhance fire safety.

Private Improvements located in the blighted area as described in Exhibit A-2. Repayment of such improvements using CID revenues shall be limited to those improvements constructed following the approval of this petition and execution of an intergovernmental agreement among the City, CID, and Developer, as stipulated in Section 13 of this petition.

- a) Building Demolition. Existing building improvements, including portions of buildings
- b) Roof Replacement and reconfiguration. Currently, the majority of the roofs are in a highly deteriorated condition and drainage flows to the front of the buildings. During cold weather, this water flow creates a safety concern and hazard with water freezing on the parking lot and near walkways. To alleviate these conditions, the roofs are being replaced and reconfigured to drain to the rear of the buildings.
- c) Parking field improvements will require substantial removal and replacement to eliminate potholes, prevent further water undermining, and provide for safe usage by automobiles, pedestrians, and patrons of the businesses.
- d) The Project's lighting plan upgrades and improvements will replace current light standards throughout the District, including improved lighting units on the rear of the buildings to enhance safety conditions for employees and customers.
- e) Deteriorated and outdated building façades will be completely replaced to provide a unified contemporary appearance more appealing to potential businesses and patrons.
- f) Driving lanes will be reconfigured and widened to provide improved emergency services vehicle access, particularly for fire protection purposes

The estimated costs of these improvements are set forth on the attached Exhibit D-1. The party or parties constructing the CID Project may only be reimbursed by the CID Sales Tax for the amounts identified as Reimbursable Project Costs on this Exhibit D-1 and only for the line items described therein (the "Reimbursable Project Costs").

- D. Budget.** The estimated five-year budget showing Project expenditures and estimated revenues for the District is attached to and made a part of this Petition as Exhibit D-1 and Exhibit D-2.

EXHIBIT D-1

Estimated Project Expenditures

Brentwood Center North Cost Estimate

Description	Private Improvements	Public Improvements
Demolition	\$ 558,631	\$ -
Parking Field Repairs and Replacement	667,024	-
Public Sidewalk Improvements		30,000
Road Improvements	-	122,030
Utility Improvements	-	300,000
Lighting Improvements	248,500	-
Roof Removal/Replacement	906,213	-
Building /Façade Renovation	6,249,132	-
Professional Fees/Misc	606,165	29,542
Subtotal:	\$ 9,235,665	\$ 481,572

Brentwood Center South Cost Estimate

Description	Private Improvements	Public Improvements
Demolition	\$ 169,822	\$ -
Parking Field Repairs and Replacement	300,992	-
Public Sidewalk Improvements	-	30,000
Road Improvements	-	122,030
Utility Improvements	-	250,000
Lighting Improvements	83,400	-
Roof Removal/Replacement	348,439	-
Building /Façade Renovation	1,104,167	-
Professional Fees/Misc	211,877	26,042
Subtotal:	\$ 2,238,697	\$ 428,072

Totals \$ 11,474,362 \$ 909,644

CID Project Total \$ 12,384,006

EXHIBIT D-2

Five-Year Estimated Revenues

Estimated Gross Sales

	2018	2019	2020	2021	2022
	Year	Year	Year	Year	Year
	1	2	3	4	5
Gross Sales Estimate	19,975,000	40,345,900	40,749,359	41,156,853	41,568,421
	\$ 19,975,000	\$ 40,345,900	\$ 40,749,359	\$ 41,156,853	\$ 41,568,421

Estimated CID Sales Taxes

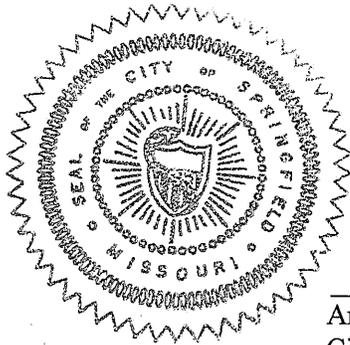
	2018	2019	2020	2021	2022
	Year	Year	Year	Year	Year
	1	2	3	4	5
Gross CID Sales Tax Revenue	199,750	403,459	407,494	411,569	415,684
2% Timely Pymt Discount	(3,995)	(8,069)	(8,150)	(8,231)	(8,314)
1.5% City Fee	(2,996)	(6,052)	(6,112)	(6,174)	(6,235)
Net CID Sales Tax Revenue	\$ 192,759	\$ 389,338	\$ 393,231	\$ 397,164	\$ 401,135

City Clerk Verification

Pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri (the "CID Act"), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A Petition to Establish the Brentwood N/S Community Improvement District was filed with my office on November 23, 2016.
2. I have reviewed the petition and have determined on November 23, 2016, which does not exceed ninety days after receipt of the petition, that the petition substantially complies with the requirements of Section 67.1421.2 of the CID Act.

Date 11/23/16



Anita J. Cotter
Anita J. Cotter
City Clerk

**ANALYSIS FOR DESIGNATION
OF CERTAIN PROPERTY (THE “STUDY AREA”) WITHIN THE
BRENTWOOD CENTER N/S COMMUNITY IMPROVEMENT DISTRICT
AS A BLIGHTED AREA UNDER THE PROVISIONS OF CID ACT**

CITY OF SPRINGFIELD, MISSOURI

Prepared: October 31, 2016

Prepared By:
DEVELOPMENT DYNAMICS, LLC
1001 Boardwalk Springs Place, Suite #50 • O’Fallon, Missouri 63368 • (636) 561-8602
www.developmentdynamics.org

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I. INTRODUCTION

The City of Springfield, Missouri (the “City”) economic development office and the Springfield Chamber of Commerce cooperatively serve as advocates for business in partnership with the community to support and assist existing businesses, act as catalysts in promoting the economic health of the City, and stimulating jobs to improve the quality of life.

Jared Enterprises (the “Property Owner”) invests in a number of local properties and is interested revitalizing the Brentwood Center North and Brentwood Center South shopping centers which are located along the east side of South Glenstone Avenue, roughly between East Battlefield Road and East Edgewood Street, all within the corporate limits of the City. The Property Owner has petitioned to establish a CID associated with a plan to redevelop and reconstruct approximately 146,305 square feet of retail, commercial, and office space across numerous buildings built between 1960 and 2000. Property proposed for inclusion in the Brentwood Center N/S Community Improvement District (the “CID”) consists of fourteen (14) parcels owned by two (2) individual entities and includes a portion of rights of way for East Barataria Street and South Glenstone Avenue. The proposed CID encompasses approximately 16.4 acres, excluding the Barataria Street and South Glenstone Avenue rights of way.

This blight analysis addresses conditions on nine (9) parcels (the “Study Area”) that is within the proposed boundaries of the CID and encompasses approximately 13.005 acres (see Appendix A.

Figure 1: Study Area Property Data

Study Area Properties Brentwood Center North			
Parcel ID #	Address	Acreage	Property Owner
88-19-05-203-029	S. Glenstone Avenue	0.0367	Brentwood North LLC
88-19-05-203-033	2620 S. Glenstone Ave.	1.1157	Brentwood North LLC
88-19-05-203-034	2622 S. Glenstone Ave.	1.5593	Brentwood North LLC
88-19-05-203-035	2644 S. Glenstone Ave.	3.2876	Brentwood North LLC
88-19-05-203-036	2708 S. Glenstone Ave.	2.3223	Brentwood North LLC
88-19-05-203-037	2750 S. Glenstone Ave.	0.8035	Brentwood North LLC
88-19-05-203-038	East Edgewood St.	0.0413	Brentwood North LLC
	Total	9.1664	
Study Area Properties Brentwood Center South			
Parcel ID #	Address	Acreage	Property Owner
88-19-05-207-030	2832 S. Glenstone Ave.	2.5358	Glenstone Battlefield LLC Glenstone Battlefield I LLC
88-19-05-207-031	2862 S. Glenstone Ave.	1.3032	Glenstone Battlefield LLC Glenstone Battlefield I LLC
	Total	3.839	

To further redevelopment, the Property Owner proposes to undertake the (a) demolition of certain improvements, (b) construction of additional buildings, (c) reconstruction of the existing improvement, and (d) the remediation of blighted conditions within the Study Area. These efforts are necessary to facilitate the clearance, redevelopment, rehabilitation, and reconstruction of property into a functional and productive state, and help improve economic vitality within the City.

A. PURPOSE

Development Dynamics, LLC (“D2”) prepared this analysis to investigate conditions affecting the Study Area and assist the City in determining if existing conditions satisfy the criteria of a “blighted area” as such term is defined within Sections 67.1401-67.1561 of the Revised Statutes of Missouri, as amended, entitled the “Community Improvement District Act” or the “CID Act”.

The Property Owner is requesting the City find the Study Area blighted pursuant to provisions within the CID Act to assist with the elimination of certain conditions that have resulted in the property within the Study Area deteriorating. If the Study Area is declared blighted, CID revenues may then be used to help finance the demolition and removal, renovation, reconstruction, or rehabilitation of privately-owned structures within the Study Area, as permitted by state law and the CID Act. Such actions may be funded by the CID if they are reasonably anticipated to remediate the blighting conditions and serve a public purpose.

Redevelopment and new investment will be guided by terms set forth in the associated CID petition to facilitate the orderly construction and reconstruction of certain elements and improvements, encourage redevelopment, and facilitate the highest and best use of property within the Study Area. Construction is planned to begin in spring of 2017 and completed by the summer of 2018, barring any extraordinary delays.

B. PROVISIONS OF CID ACT

The determination whether property within the Study Area constitutes a blighted area is a conclusion attributable to the presence of one or more physical, environmental, or social factors. This analysis will provide evidence to determine whether the property within the Study Area meets the statutory requirements to be declared a “blighted area” within the meaning of the CID Act.

The CID Act defines a “blighted area” as *“an area which[,] 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 “[h]as 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.”*¹

(Remainder of page intentionally left blank)

¹ Community Improvement District Act, Revised Statutes of Missouri, Section 67.401.3 (a).

C. CID Boundary

Figure 2 displays an aerial map identifying the location of the proposed CID boundary.

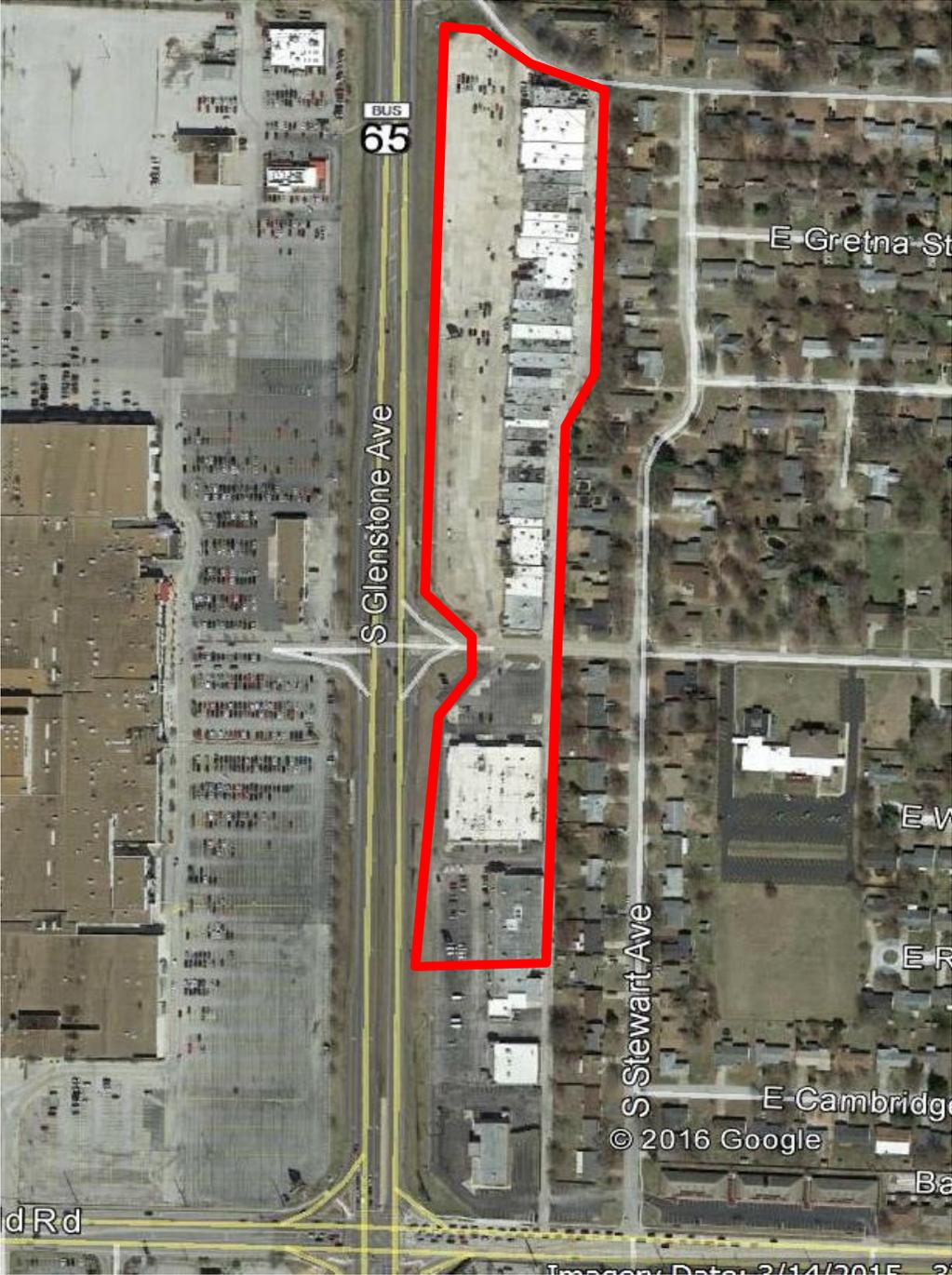
Figure 2: Aerial View of Proposed Boundary of the CID



D. Study Area Boundary

Figure 3 displays an aerial map identifying the properties located within the Study Area. The Property Owner proposes the renovation, clearance, replanning, rehabilitation, and reconstruction of property within the Study Area.

Figure 3: Aerial View of the Study Area



II. QUALIFICATION ANALYSIS

This section analyzes existing conditions at the Study Area, as they relate to the blighted area definition within the CID Act. In determining if the Study Area meets the eligibility requirements, a number of information sources were utilized including: site visits, public document research relating to the history and conditions within the Study Area, analysis of existing uses, and supplemental data from the property owner, on-site inspection, documentation, and research of property files/public records. This report does not reflect changes in conditions or events that have occurred after publication of this report. Additional input from public meetings may result in revisions as a result of public commentary.

The Study Area extends along the east side of South Glenstone Avenue, south of East Edgewood Street, including adjacent properties south of Barataria Street. The Study Area contains a traditional “community shopping center” originally designed to provide convenience shopping for the day-to-day needs of area consumers, as well as certain adjacent property to the south (see Figure 3).

South Glenstone Avenue, a commercial corridor adjacent to the Study Area and Battlefield Mall a regional shopping destination, helps attract customers and visitors to commercial centers all along the corridor. The Study Area benefits from the traffic on South Glenstone Avenue. However, construction of newer, more modern retail options throughout the City have altered shopping patterns. As a result, economic activity for commercial properties along South Glenstone Avenue have shifted and the Study Area no longer serves as a “community shopping center”.

In the traditional view, a “community shopping center” offers a larger variety of merchandise and specialty goods and is typically anchored by a supermarket or department store. Instead, the Study Area must now be positioned to function as a “neighborhood shopping center” by providing for the sale of convenience, specialty, or discount goods and personal services, with a trade area (the geographic area from which customers travel to shop) smaller than the trade area of a community shopping center. The National Retail Federation and the Urban Land Institute consider the trade area limits for a “community shopping center” to be 5-10 miles, whereas a “neighborhood shopping center” is typically 3-5 miles.² As the market trade area for goods offered at community shopping centers has shifted, the physical layout of existing structures must be updated and altered to accommodate tenants that offer convenience goods, personal services, or specialty retailers commiserate with those offered in neighborhood shopping centers. This includes configurations to accommodate a wider variety of tenants rather than “A” or “B” class anchor tenants.³ The viability of existing spaces from the original construction must be improved through outer shell improvements, conversions to more flexible space, and a variety of other actions to attract and accommodate new commercial uses given current market conditions.

The structures within the proposed Study Area were constructed between 1960 and 1971. Some of the improvements are approaching 60 years old. As a result, these structures display obsolescence in terms of outdated design and are reflected in stubbornly persistent retail vacancy

² Dollars and Cents of Shopping, Centers, The Urban Land Institute (ULI) and International Conference of Shopping Centers (ICSC), 2008.

³ Class “A” and “B” retailers include national and regional companies that serve as “premium” tenants in developments due to their consumer drawing power and the quality and price value they provide customers.

levels and declining rents. Currently, tenants occupy approximately 127,291 square feet of available space within the Study Area. Approximately 33,068 square feet (over 25%) remains vacant and the vacancies result in properties that do not generate adequate rent levels to accommodate substantial reinvestment on the part of the owner, or as much real, personal, and sales tax revenue for local taxing jurisdictions as occupied property, yet the properties continue to require the same, if not higher, levels of public services. Attracting and accommodating new commercial uses to help improve the Study Area’s economic viability will require reinvestment and redevelopment through new construction, reconstruction of existing improvements, improved parking, signage and lighting, and additional reinvestment to reconfigure and accommodate in-line uses. Consequently, certain major systems (e.g. electrical, plumbing, HVAC, roofing, etc.) and the exterior facade need replacement or retrofitting to serve future tenants. This is known as “functional obsolescence” and, while not a specific qualification factor under the CID Act, nonetheless impacts the viability of structures within the marketplace. The net effect has been to depressed tenant lease rates and/or tenant interest in cheap space or month to month tenancy.

Figure 3: Study Area Occupancy Status

Brentwood Center North			Brentwood Center North (cont'd)			Brentwood Center South			
Unit	Tenant	Sq Ft	Unit	Tenant	Sq Ft	Unit	Tenant	Sq Ft	
2620	Four Little Pigs, LLC	3,763	2708	Nearly Famous Deli LLC	4,470	2832	Battlefield Properties, LLC	-	
2622	Maxon's	2,237	2712	VACANT	3,389	2856	Vintage Stock, Inc	3,997	
2628	The Market	7,225	2714	VACANT	2,369	2862	VACANT	3,125	
2630-32	R & S Memorial Decorations, LLC	7,550	2716	Blackwells Springfield	2,600	2868	SCS Home Entertainment	7,952	
2636	VACANT	2,968	2718	VACANT	2,454				
2640	WineSpot	2,000	2720	Springfield Greene County Library	2,835				
2640-42	Life Long Ministries, Inc	3,544	2724	Grace's Bridal	2,700				
2646	Amela Madden	2,353	2726	National Home Prod. Springfield	1,932				
2648	VACANT	3,044	2728-30	Mens Suit Mart Inc	2,828				
2650	Jim Dandy Barber/Shave Co, LLC	900	2740-101	VACANT	500				
2652-54	Modern Society	2,503	2740-102	Alive & Well	1,096				
2660	Town & Country Inc	8,515	2740-103	RBF Inc & RBG2 Inc	986				
2670	Miracle Ear	794	2740-105	VACANT	506				
2672	VACANT	794	2740-106	Metro Business	789				
2674	Z Boutique	975	2740-201/204	Daily & Rosen DOS, LLC	2,233				
2674A	VACANT	2,845	2740-202	Greitens for Governor office	1,406				
2676	VACANT	2,400	2740-203	Edward D Jones	810				
2680	Summit Hot Yoga, Springfield	3,110	2744	Milk/Honey	1,426				
2682	VACANT	3,400	2750	Everything Kitchens, LLC	3,235				
2684-94	Plaza Shoe Store, Inc	4,064	2752	VACANT	5,274				
2700	Mandi's Jewelry	1,600	Occupied Units		82,274	73.32%	Occupied Units	11,949	79.27%
2704	Gambie's Gifts	1,795	VACANT		29,943	26.68%	VACANT	3,125	20.73%

Other, more specific, determinants evaluated as part of this analysis include:

A. DEFECTIVE OR INADEQUATE STREET LAYOUT - This factor relates to the Study Area’s street network and planning goals to provide an adequate system of thoroughfares to help ensure logical

development of the community, safe and efficient movement of people and goods, and economical expenditure of public funds.⁴

Findings:

1. The City’s Major Thoroughfare Plan addresses roadway needs. South Glenstone Avenue, as it abuts the Study Area, has a future designation as an Expressway. In other words, a limited-access roadway with some grade crossings and signals at major intersections and intended for high-volume, moderate to high speed traffic. The current functional classification of South Glenstone Avenue is close to capacity. Proposed ingress and egress improvements will attempt to address developing congestion at signalized intersection entrances accessing the Study Area through the provision of alternative access points along South Glenstone Avenue. Appendix C contains a letter from MoDOT supporting the improvement citing the benefits of improved safety, facilitation of integrated transportation, and improved roadway function.
2. A Vision 20/20 goal is to have efficient and safe pedestrian systems that allow people to walk rather than drive. This includes sidewalk continuity between major developments and connections with surrounding neighborhoods. A large number of automobile trips are less than a mile in length - a distance that could be easily covered on foot in many situations - improving energy conservation and reducing traffic. The Study Area is somewhat isolated from neighboring areas by large parking lots with limited provisions for pedestrians. Proposed improvements to the Project Site would address sidewalk connections, ADA accessibility compliance issues, and encourage pedestrian travel to adjoining residential and commercial areas.
3. Ingress and egress to the site was developed at a time when traffic was less intense. Additionally, it was developed at a time when new development was highly auto-oriented and little consideration was given pedestrian access. Likewise, at the time of development the site was at the urban fringe. Pedestrian access was not as an important consideration, since it was located away from the residential base. However, as the City expanded residential development filled in around the center. Proposed project improvements would include access for better traffic circulation and safety to the Study Area

Figure 4: Defective or Inadequate Street Conditions Impacting the CID Area

	Ingress/Egress	Abutting Roadway Classification	Side walks	Curbing
Status	Inadequate	Nearing Capacity	Non-compliant	Dilapidated

(Remainder of page intentionally left blank)

⁴ Vision 20/20 Strategic Plan, City of Springfield, Transportation Plan Element.

Figure 5: Depiction of proposed right in/right out turn lane access improvements to the Study Area in Brentwood Center North.

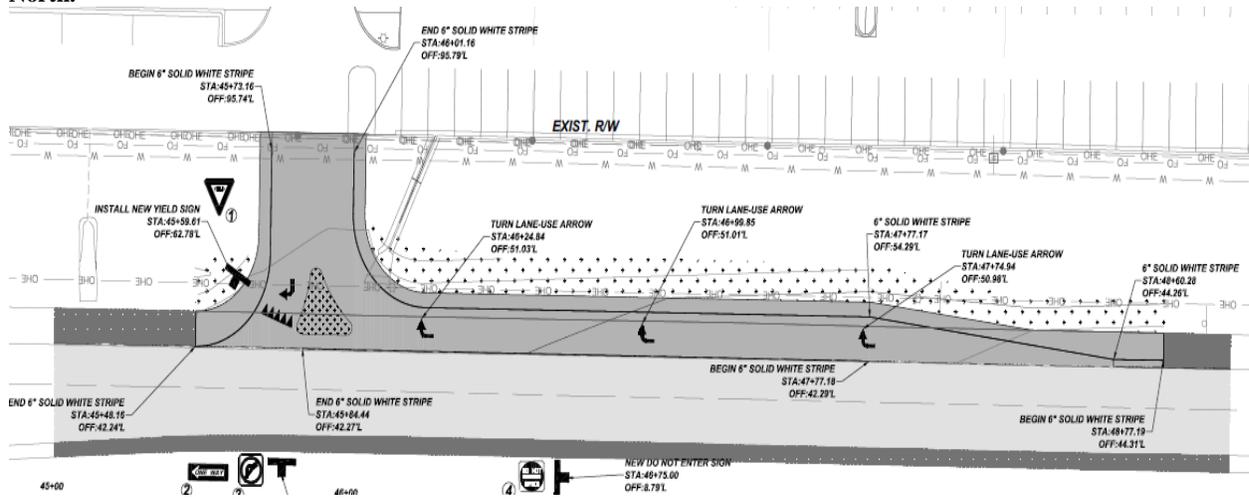


Figure 6: Depiction of proposed right in/right out turn lane access improvements to the Study Area south of Barataria Street.



Photographic Documentation of Defective or Inadequate Street Conditions

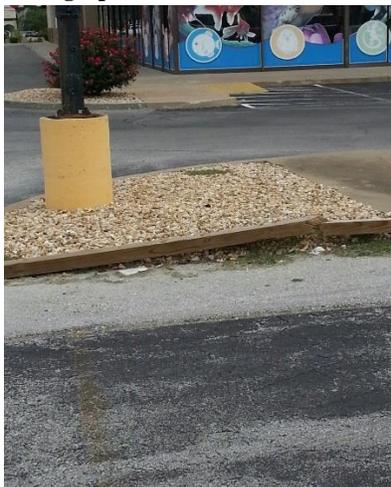


Photo 1-2-3: In addition to several others, these photos provide a sampling of locations damaged and missing curbing.



Photo 4: Example of sidewalk displacement between slabs.



Photo 5: Example of non-ADA compliant sidewalk access.

B. INSANITARY OR UNSAFE CONDITIONS – An insanitary condition where a predominance of buildings or improvements which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air sanitation or open spaces, overcrowding of land, poorly lit or unlit areas; cracked or uneven sidewalks; poor drainage; environmental contamination; uneven grading or steep slopes; the existence of trash, debris, weeds, abandoned vehicles; and a high incidence of graffiti, vandalism, or vagrant activity, or other reported crimes and other causes, or combination of factors, that are conducive to juvenile delinquency and crime or constitutes an economic or social liability and is detrimental to the public health, safety, morals or welfare. The presence of these conditions constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare of the community.

Findings:

1. Despite regular property maintenance efforts, the Study Area contains deteriorated walkways that are cracked and uneven, and disintegrating areas in the parking field and rear alley. These conditions present trip and fall hazards and are unsafe for customers, bikers, and pedestrians. Addressing these hazards through redevelopment will provide increased safety for customers to traverse in and around the development.
2. Due to age of improvements within the Study Area, the general design does not accommodate modern uses and makes rehabilitation difficult. An example is updating basic building components, such as roofing, electrical, plumbing, and HVAC. Low hanging electrical wiring on the rear of buildings within the Study Area have a history of being inadvertently ripped down by service vehicles which creates a danger of fire or electrocution. Correcting these conditions is difficult, costly, and burdensome as part of structure rehabilitation.
3. The Study Area displays evidence of litter, dumped debris, and miscellaneous trash which contributes to insanitary conditions. These conditions will require cleanup and improved lighting to discourage vandalism, illegal dumping, and ongoing maintenance to remedy these conditions.
4. An additional factor contributing to the unsafe conditions is that the existing lighting plan was developed at a time when commercial development standards were less well-defined. The current lighting plan is inadequate. Improved lighting is needed to increase visibility in order to discourage vandalism and improve employee and business patron safety, particularly on the rear of the buildings.

Figure 7: Insanitary or Unsafe Conditions Impacting the Study Area

Sidewalks	Property Improvements	Trash/Litter/Illegal Dumping	Lighting Plan
Deteriorated	Outdated/declining	Present	Upgrade required

Photographic Documentation of Insanitary or Unsafe Conditions Impacting the Study Area



Photos 6-7-8: Sample of area graffiti damage.



Photos 9-10-11: Demonstrate a myriad of messy, low hanging wires with a history of being torn off the buildings by service vehicles resulting in a danger of creating fires, electrical disconnections, etc...

C. DETERIORATION OF SITE IMPROVEMENTS - In general, deterioration refers to any physical disrepair in buildings or site improvements requiring treatment or repair. The age of property improvements can provide an indication of limiting conditions or the existence of problems resulting from normal and continuous use of structures and exposure to the elements over a period of many years. As a general rule, older buildings typically exhibit more problems than buildings constructed in later years because of longer periods of active usage (wear and tear) and the impact of time, temperature, and moisture. Additionally, older buildings tend not to be ideally suited for satisfying modern space and development standards. Many factors affect a property’s useful life, including frequency of use, the age when acquired, and ongoing maintenance policies. Useful life for identical types of property differ depending on these factors, as well as additional factors such

as foreseeable technological improvements, economic changes, and changes in law. These typical and problematic conditions associated with “age” qualify as a factor of blight.

Deterioration may be evident in basically sound buildings containing minor defects, such as lack of painting, loose or missing roof tiles, floor or ceiling panels, or holes and cracks over limited areas. Deterioration that is not easily curable, however, and that cannot be accomplished in the course of normal maintenance, includes buildings with defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, and plumbing. Secondary building components include doors, windows, frames, fire escapes, gutters, downspouts, and fascia materials. Deterioration of streets and alleys includes evidence of potholes, cracks, depressions, overgrowth, and poor drainage. Deterioration of sidewalks is evidenced by settled areas, cracks, gravel sections, and depressed curb areas. Site improvements including water and sewer lines, public utility lines (gas, electric, and telecommunications), roadways, parking areas, parking structures, curbs and gutters, and lighting, may evidence deterioration in terms of their relationship to contemporary development standards for such improvements. Factors of this deterioration may include inadequate capacities, outdated designs, etc. The extent to which structures and site improvements on a property show signs of deterioration is an indicator of the property’s stability and market value for existing uses and potential reuse by others.

Findings:

1. Properties within the Study Area are in a state of decline. Deterioration of primary building component (foundation, interior/exterior walls, and floors) due to age and lack of adequate maintenance is evident in a number of the buildings. Secondary building components (doors, windows, wall coverings, frames, etc...) evidence numerous examples of cracks, damage, warping, and lack of maintenance. These deficiencies cannot be corrected through normal maintenance and will require replacement, renovation, or rebuilding.
2. Primary building components showing considerable deterioration include: damaged existing exterior finishes, cracks in physical improvements, inadequate mechanical systems, and damaged roofing systems.
3. Secondary building components show deterioration as exemplified in the façade with rust, peeling paint and damaged and missing trash enclosures. Deterioration of landscaped areas negatively affects the appearance of the property. Exterior improvements and improved landscaping are necessary to address aesthetics, quality of life issues, and to enhance the shopping experience for residents.
4. Vacancies, due in part to the outmoded design, help cause the site to become a social liability from increased crimes such as ongoing graffiti damage and vandalism. Vacancy of property also contributes to an economic liability due to inability to generate as much tax revenue as occupied property, thusly becoming an economic liability.
5. The City’s Vision 20/20 Transportation Focus Group stressed the importance of continuous sidewalks throughout the community. The sidewalks and internal walkways in the Study Area are old, dilapidated, and are not equipped with curb depressions. Proposed project improvements would include a systematic method of correcting the situation.
6. Other improvements that display deteriorated conditions or are otherwise dilapidated are pavement and concrete surfaces in the parking field and alley which are cracked and

crumbling allowing water to penetrate base materials. There are also cracked and damaged curbing and sidewalks throughout the Study Area.

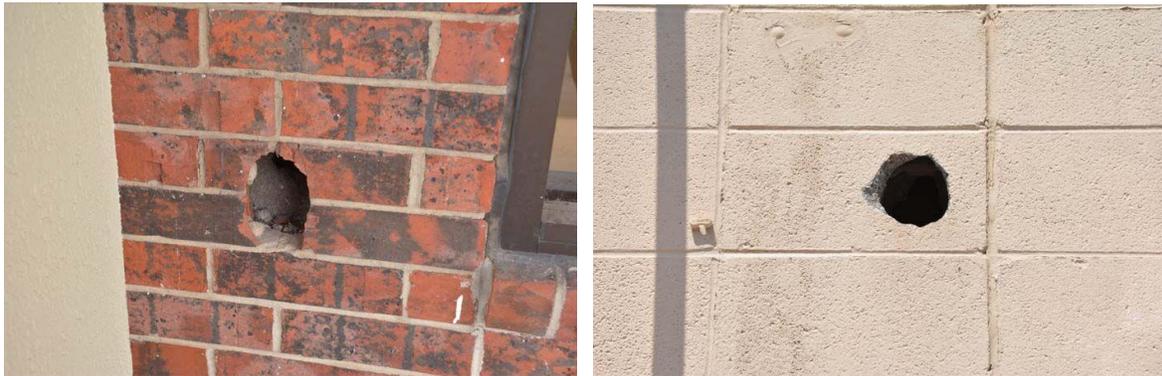
Figure 8: Deterioration of Site Improvements Impacting the Study Area

Age	Design/Site Layout	Site Infrastructure	Stucutures Conditions	Primary Bldg Components	Secondary Bldg Components
1960 through 2000	Outdated	Deteriorated and declining	Reaching end of useful life	Declining/in need of replacement	Declining/in need of replacement

Photo Documentation of Deterioration of Site Improvements Impacting the Study Area



Photos 12-13-14-15: Demonstrate deteriorating conditions of driving lanes and parking field that require removal/replacement.



Photos 16-17: Demonstrate damaged building exteriors. There are literally hundreds of similar types of holes throughout the various structures needing repairs.



Photos 18-19-20: Examples of damaged soil retention along rear of Study Area.



Photos 21-22: Additional examples of damaged building exteriors.



Photos 23-24: Examples of deteriorated rear access doorways.



Photos 25-26: Examples of deteriorated rear windows.

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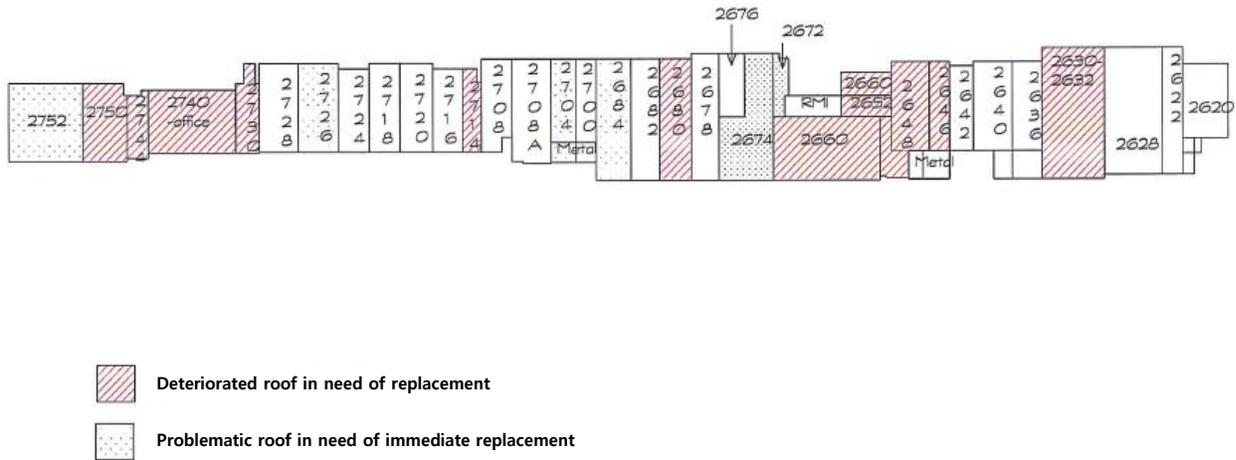


Photo 26: Depiction of a drawing prepared by Stiles Roofing, Inc. indicating damaged conditions of roofs on Brentwood Center North in need of replacement/repair.

D. IMPROPER SUBDIVISION OR OBSOLETE PLATTING - Platting refers to the subdivision of land into individual lots with streets, alleys, and easements. Obsolete platting refers to parcels, limited or narrow in size, or configured in an irregular size or shape that would be difficult to develop on a planned basis and in a manner consistent with contemporary development standards and requirements. The ability of a Project Site to continue as a viable commercial strip center, based upon the time and manner in which center is built and placed on the land is relevant in determining if the use and design are current and adequate. This can be evidenced by structures that were initially adequate but have become outmoded as a result of changing market conditions and consumer preferences, and substantial deferred maintenance.

Findings:

While the current subdivision and platting conditions may not reach the standard for blight, structures in the Study Area display evidence of obsolescence in terms of outdated design, placement on the land, and their relationship to contemporary development standards. The 1960-1990s designs cannot easily be converted to attract or accommodate newer tenants as evidenced by below market lease rates of \$8-10 per square foot compared to the retail market average of \$14.23, chronic vacancies, month-to-month, and even temporary tenancy.⁵ These issues will be addressed through planned upgrades, improvements, and revised platting as required.

Figure 9: Improper Subdivision or Obsolete Platting Impacting the CID Area

Platting	Infrastructure	Facilities	Design
-	Deteriorated	Obsolete	Inadequate/Obsolete

E. EXISTENCE OF CONDITIONS WHICH ENDANGER LIFE OR PROPERTY BY FIRE AND OTHER CAUSES OR ANY COMBINATION OF SUCH FACTORS THAT RETARD THE PROVISION OF HOUSING

⁵ Developer information and McLoud & Company, LLC, Retail Market Study for Springfield (city), 2016.

ACCOMMODATIONS OR CONSTITUTE AN ECONOMIC OR SOCIAL LIABILITY OR A MENACE TO THE PUBLIC HEALTH, SAFETY, MORALS, OR WELFARE IN ITS PRESENT CONDITION OR USE -

Endangerment by fire and other causes is typically due to the presence of structures below minimum code standards or other dangerous conditions. Such code standards include building, housing, property maintenance, fire, environmental or other government codes applicable to the property. The principal purpose of such codes is to require buildings to be constructed and maintained so they have the capacity to support the type of occupancy and necessary fire and similar hazard protection, or to establish the minimum standards essential for safe and sanitary use, occupation and/or habitation. This factor relates to property conditions which would not meet the standards of property maintenance, zoning, building, fire, and other government codes.

Findings:

The Property Owner hired Bates and Associates as consulting engineers, Wells & Scaletti, LLC as structural engineers, and Terracon Consultants, Inc. as geotechnical engineers to help evaluate existing property conditions. While not limiting their observations to blighted conditions, their findings were numerous and include:

1. Building exteriors, windows, fascia materials, and roofing in need of repair and/or replacement.
2. Original exterior walls are now interior walls due to expansions with ductwork extending through resulting in exposed block and openings and fire separation walls do not terminate at roof deck area.
3. Accessibility modifications and improvements are needed to achieve compliance with current ADA standards.
4. Fire alarm systems, firewall separation, and gaps are out of compliance with code requirements. Bringing fire services to the structures will involve the removal/replacement of hardscapes and pavement sections.
5. Emergency exit signage is inadequate for City Code requirements.
6. Finished floor slab elevation varies by individual unit resulting in differences throughout the buildings that are non-compliant with ADA requirements.
7. Pavement elevations outside of rear doors is lower than door threshold elevations allowing water penetration into the buildings.
8. Several units are constructed with pre-engineered metal building frames which does not allow for special modifications of the units.
9. The majority of the structural steel roof supporting bar joists run north to south with load bearing CMU walls running east to west. Alteration or expansion of tenant spaces will be extremely costly to modify for modern tenant needs.
10. Metal roof decking, bar joists, and portions of exterior rear CMU walls are deteriorating and rusting.
11. Gutters and downspouts on the rear of the buildings do not catch all of the water from the roof area.
12. Interior CMU load bearing walls are showing signs of cracking and failing at several joist and beam bearing locations.
13. Water infiltration has occurred within the front building walkway canopy.
14. Insulation is missing at several front exterior wall locations.

15. Existing utilities under the proposed new construction areas require abandonment and replacement including poorly compacted trench fill under the proposed building areas.

In its current condition, the Study Area is an economic liability due to an inability to pay reasonable taxes to the affected taxing districts as overall tax revenue declines. Comprehensive redevelopment of the Study Area is required to foster much needed economic activity and contribute to growth within the City.

In combination, the above conditions act as a social liability due to an inability to support the provision of public services through the payment of reasonable taxes to the affected taxing districts. In its current condition, the Study Area Site hampers the economic vitality and independence of the City by a lack of tax revenue generation to support the provision of public services and discourages reinvestment in properties surrounding the area. A lack of tax growth negatively impacts taxing districts and their ability to maintain existing service levels to the community as a whole. Existing conditions within the Study Area reflect negatively on the perception of development within the City. If steps are not taken to revitalize the area it is reasonable to assume conditions will worsen and may result in continued deterioration.

The combination of factors, as previously identified, emphasizes the Study Area suffers from insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life by fire or other causes. In combination, these conditions serve as a constraint and economic impediment to redevelopment of the Study Area and result in the wasteful expenditure of public funds to provide public services.

Figure 11: Existence of Conditions which Endanger Life or Property by Fires or Other Causes or Any Combination of Such Factors that Retard the Provision of Housing Accommodations or Constitute an Economic or Social Liability or a Menace to the Public Health, Safety, Morals, or Welfare in its Present Condition or Use impacting the Study Area

ADA Accessibility	Fire Alarms Systems	Emergency Signage	Water Infiltration
Compliance violations	Upgrade required	Upgrade required	Remediation required
Primary Bldg Components	Secondary Bldg Components	Sales Tax Revenue	Lease Rates
Need repairs	Need repairs	Declining	Below market

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Figure 12: Drawing of required fire access improvements involve widening of front/rear drive lanes within the Study Area and Brentwood Center North to provide front and rear access to buildings and the addition of hydrant for fire protection.

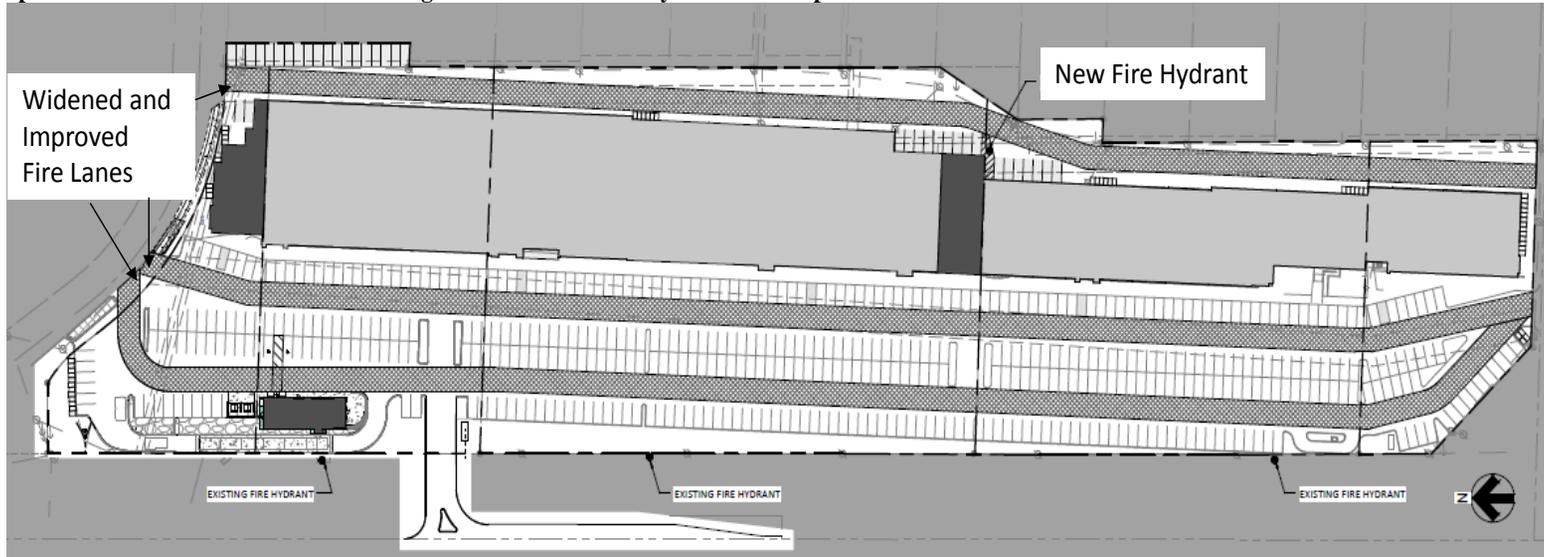


Figure 13: Drawing of required fire access improvements in the Study Area and within Brentwood Center South to widen of front/rear drive lanes and provide front and rear access to buildings for fire protection.

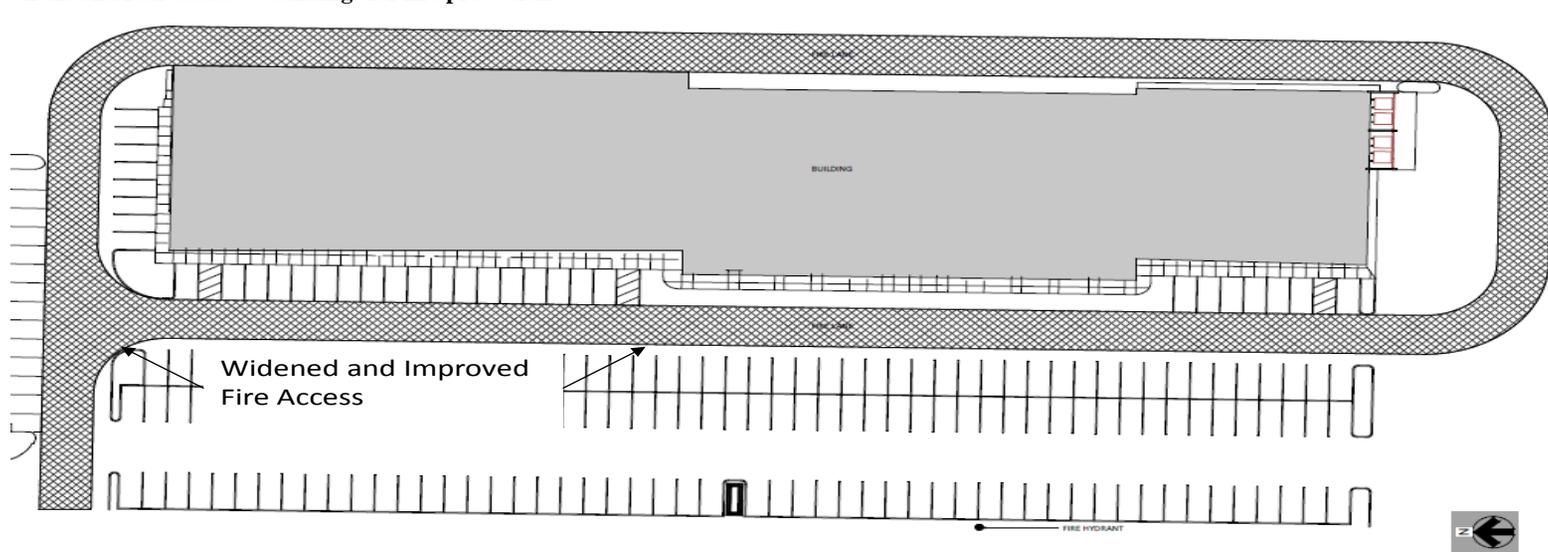


Photo Documentation the Existence of Conditions which Endanger Life by Fire and Other Causes



Photo 27-28: Example of various loose wiring on the rear of buildings.



Photos 29-30-31: Example of missing lighting on rear of buildings making it less safe for employees and patrons to park.

III: SUMMARY AND CONCLUSIONS

The CID Act sets forth five determinants which individually or in combination may provide the justification for a designation of blight.

The Study Area exhibits multiple factors or incidences of one or more deficiencies which can be a cause for designation of the property as blighted. The actual determination of blight can only occur when conditions (such as those discussed above) 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.

- Structures within the Study Area were constructed between 1960 and 1971. As a result of age, vacancies, and deferred maintenance, the structures have fallen into disrepair and are deteriorated. The resultant physical deficiencies in the buildings require treatments which are infeasible based upon current market conditions and require substantial upgrades and/or replacement. Comprehensive redevelopment is required to foster much needed economic

activity and contribute to the growth of the City. However, due to the state of the property, substantial capital investment will be necessary to remove blight and encourage redevelopment. Without such investment, the Study Area will continue deteriorate and its economic efficiency will continue to slide. In order to cure these deficiencies and to leverage the private mitigation of conditions described in this document, significant costs must be incurred. The extraordinary costs associated with the issues previously noted makes revitalization of the Study Area economically unfeasible.

- The Study Area suffers from defective or inadequate street layout. Access to the Study Area was developed at a time when traffic was less intense. Proposed improvements will enhance ingress and egress, improve internal and external traffic circulation patterns, minimize potential conflicts between pedestrians and vehicles, and provide improved emergency vehicle access for safety purposes.
- Existing insanitary and unsafe conditions associated with deteriorated walkways, inadequate lighting, and illegal dumping, previously mentioned, will be remedied through reconfiguration of drainage patterns towards the rear of the buildings thereby reducing icing conditions and the potential for slip and falls during cold weather conditions, installation of modern lighting to illuminate the parking lot and rear of the buildings for safety purposes, and improved property maintenance efforts to eliminate the draw of improper dumping of trash and debris.
- Conditions which endanger life or property by fire or other causes, as previously detailed, will be addressed through project improvements that improve emergency vehicle access, the installation of additional fire hydrants, upgrades to building fire suppression systems, enhanced lighting systems, and other safety measures.
- The Study Area is located along a highly visible commercial corridor and, typically, greater traffic activity volume translates into higher asking lease rates. As an important commercial location within the City, rental income from property within the Study Area cannot generate the necessary revenue to encourage or support the needed investments in existing conditions. Unless a program of redevelopment, like the one proposed, is implemented to eliminate the blighting influences, further physical deterioration is likely and investment of the type the City envisions as appropriate and economically feasible will not occur. Left unchecked, these conditions could accelerate and, combined with other factors, could lead to more widespread and intensive area disinvestment. Comprehensive redevelopment is required to foster much needed economic activity and contribute to the growth of the City. However, due to the state of the property, substantial capital investment will be necessary to remove blight and encourage redevelopment. The reinvestment costs are prohibitive. Without such investment, the Project Site will deteriorate and its economic efficiency will continue to decrease.
- In combination, the above conditions act as an economic liability due to an inability to pay reasonable taxes to affected taxing districts as total tax revenues decline and is a social liability due to an inability to support the provision of public services through the payment of reasonable taxes to the affected taxing districts and by discouraging reinvestment in properties surrounding the area. A lack of tax growth negatively impacts taxing districts and their ability to maintain existing service levels to the community as a whole. Existing conditions within

the Study Area reflect negatively on the perception of development within the City. Comprehensive redevelopment is required to foster much needed economic activity and contribute to growth within the City. Unless a program of redevelopment, such as the one proposed, is implemented to eliminate the blighting influences, further physical deterioration is likely and investment of the type the City envisions as appropriate and economically feasible will not occur. If steps are not taken to revitalize the area it is reasonable to assume conditions will worsen and may result in continued deterioration.

Figure 10: Summary of Existing Conditions Corresponding to Blight Factors

Blight Factors	Present	Constitutes an economic or social liability	Menace to the public health, safety, morals or welfare
Defective or inadequate street layout	YES	X	X
Insanitary or unsafe conditions	YES	X	X
Deterioration of site improvements	YES	X	X
Improper subdivision or obsolete platting	-	-	-
Existence of conditions which endanger life or property by fire and other causes or combination of factors retards the provision of housing accommodations	YES	X	X

Under current conditions, it is improbable that the Study Area will experience growth and development solely through investment by private enterprise. Furthermore, it is unlikely redevelopment will occur, without the ability to leverage the benefits and resources provided by implementation of a CID, or that limited efforts would yield the potential revenue that can be generated by a comprehensive, aggressive, and programmatic approach as proposed.

Thus, if taken as a whole, the Study Area represents a portion of the City that, by reason of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, constitutes an economic or social liability and a menace to the public health, safety, morals or welfare in its present condition.

The entirety of the information collected, reviewed, and analyzed in the course of preparation of this report results in a determination the Study Area, as a whole, satisfies requirements for designation as a blighted area under the provisions within the CID Act.

Appendix A

Photograph Locational Map
(Approximate location of photographs)



Appendix B

Study Area Legal Description

The Study Area encompasses property with the following parcel identification numbers: 88-19-05-203-029, 88-19-05-203-033, 88-19-05-203-034, 88-19-05-203-035, 88-19-05-203-036, 88-19-05-203-037, 88-19-05-203-038, 88-19-05-207-030, and 88-19-05-207-031, more specifically describes as:

TRACT I: ALL OF LOT ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), IN BRENTWOOD CENTER ADDITION, IN SPRINGFIELD, GREENE COUNTY, MISSOURI

TRACT II: ALL OF THE WEST TWENTY (20) FEET OF LOT TWO (2), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

TRACT III: ALL OF THE WEST TWENTY (20) FEET OF LOT ONE (1), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI

ALL OF LOTS EIGHT (8), NINE (9), (10) AND ELEVEN (11), BRENTWOOD CENTER SOUTH, SPRINGFIELD , GREENE COUNTY, FILED IN PLAT BOOK AA, AT PAGE 39, RECORD'S OFFICE, GREEN COUNTY, MISSOURI

Appendix C
MoDOT Letters

Monday, March 30, 2015

Becky Baltz, P.E., District Engineer
MoDOT District 8 – Administration
3025 E. Kearney Street
Springfield, MO 65803

RE: US Business 65 (Glenstone Ave.) – Access Break Request – Brentwood Center

Dear Ms. Baltz,

Jared Enterprises is requesting an access break on Glenstone Avenue (US Business 65) approximately 1,040' north of Battlefield Road and 430' south of Sunset Street. This access break will serve the traffic from existing development to the east of Glenstone between Edgewood Street and Stewart Avenue. Improvements at this access break are expected to consist of a right-in/right-out access on northbound Glenstone with an auxiliary northbound right-turn lane for deceleration on Glenstone Avenue. We believe that the improvements made at the new access will safely accommodate the expected traffic volumes, will adequately operate in the vicinity of the existing intersections along Glenstone while maintaining traffic progression along the corridor, and the geometrics such as storage length and deceleration length are specifically needed to accomplish these goals. A map is attached (Exhibit 1) showing in greater detail the location of existing and proposed roadway improvements.

These improvements:

- ◆ Improve safety and mobility.
- ◆ Facilitate the development of an efficient, integrated transportation system.
- ◆ Support economic development.
- ◆ Provide for roadway network that would function at a higher level, with room for expansion.

Project Termini and Location: The proposed improvements would span for approximately 300 feet beginning along Glenstone Avenue approximately 760 feet north of Baratara Street and ending approximately 400 feet south of Sunset Street (see Exhibit 1).

Project Description: The proposed improvements at this location include an additional right turn lane along Glenstone Avenue.

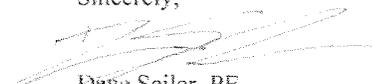
Recent ADT (2011): Glenstone Avenue (North of Baratara Street) – 30,898

Right of Way Required in Acres: Existing ROW: No Existing Right of Way has been obtained at this time.

Exhibit 1 Attached:	New ROW: Approx...0 acres (for the proposed street)
	Temporary Easement: Approx 0.0 acres
	Permanent Easement: Approx. 0.0 acres

If you have any questions or need additional information, please contact me at 417-889-3400.

Sincerely,



Dane Seiler, PE
Project Engineer
CJW Transportation Consultants

Monday, March 30, 2015

Becky Baltz, P.E., District Engineer
MoDOT District 8 – Administration
3025 E. Kearney Street
Springfield, MO 65803

RE: US Business 65 (Glenstone) – Access Break Request – Brentwood Center South

Dear Ms. Baltz,

Jared Enterprises is requesting an access break on Glenstone Avenue (US Business 65) approximately 790' north of Battlefield Road and 450' south of Barataria Street. This access break will serve the traffic from the existing development to the east of Glenstone between Battlefield Road and Barataria Street. Improvements at this access break are expected to consist of a right-in/right-out access on northbound Glenstone with an auxiliary northbound right-turn lane for deceleration from Glenstone Avenue. We believe that the improvements made at the new access will safely accommodate the expected traffic volumes, will operate adequately in the vicinity of the existing intersections along Glenstone, will maintain traffic progression along the corridor and will preserve appropriate levels of safety with the suggested storage and deceleration lengths. Additionally, when MoDOT continues the widening of Glenstone Avenue north of Battlefield Road, the auxiliary lane constructed by this improvement could be utilized as a part of the additional northbound through lane. A map is attached (Exhibit 1) showing in greater detail the location of the existing conditions with proposed roadway improvements.

These improvements will:

- ◆ Improve safety and mobility
- ◆ Facilitate the development of an efficient, integrated transportation system
- ◆ Support economic development
- ◆ Provide for roadway network that would function at a higher level, with room for expansion
- ◆ Provide for future expansion of Glenstone Avenue

Project Termini and Location: The proposed improvements would span for approximately 300 feet beginning along Glenstone Avenue approximately 530 feet north of Battlefield Road and ending approximately 420 feet south of Barataria Street (see Exhibit 1).

Project Description: The proposed improvements at this location include an additional right turn lane along Glenstone Avenue.

Recent ADT (2011): Glenstone Avenue (North of Barataria Street) – 29,997

Right of Way Required in Acres: Existing ROW: No Existing Right of Way has been obtained at this time.

Exhibit 1 Attached:	New ROW: Approx: 0 acres (for the proposed street)
	Temporary Easement: Approx 0.0 acres
	Permanent Easement: Approx. 0.0 acres

If you have any questions or need additional information, please contact me at 417-889-3400.

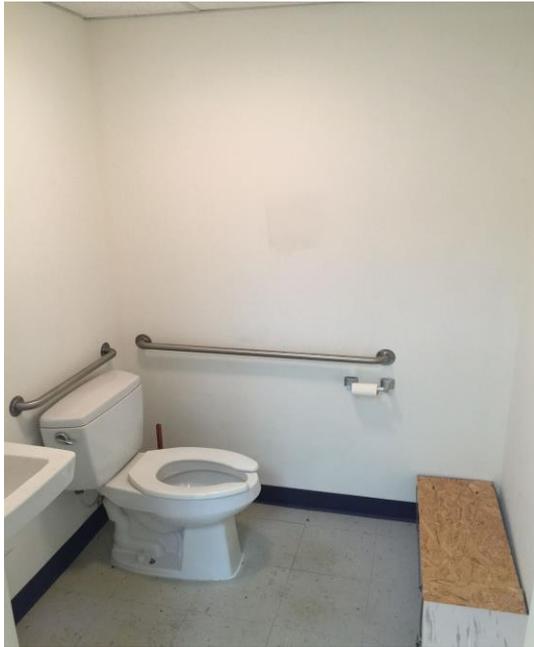
Sincerely,

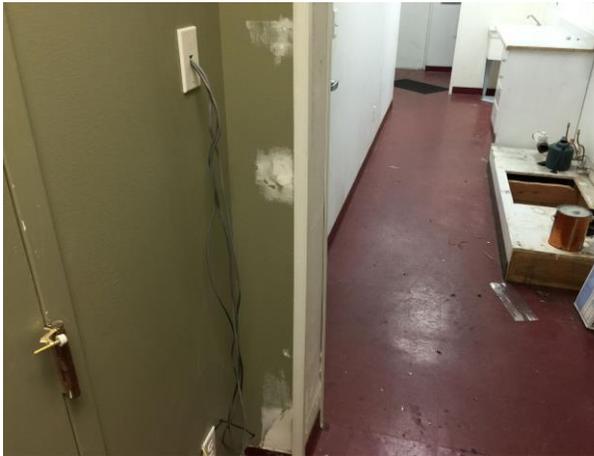

Dane Seiler, PE
Project Engineer
CJW Transportation Consultants

Appendix D
Supplemental Photo Documentation

Appendix D

Sampling of additional photographic documentation of conditions within Brentwood Center N/S buildings and work order requests.







WO#	Property-Unit	Category	Brief Desc	Call Date
7571	brentn - 2636		AC Not Working	7/19/2016
7564	brentn		Weeds at parking lot & Sidewalk	7/18/2016
7554	brentn		Upstairs Toilet	7/14/2016
7539	brentn		Plaza Shoe Door	7/5/2016
7536	brentn		Remove Flag Banner	6/28/2016
7535	brentn		Roof Leak at Maxons	6/28/2016
7526	brentn		Clean out back stairway-Remove Ash	6/21/2016
7525	brentn		Reinstall Water Heater	6/21/2016
7524	brentn		Toilet in Downstairs Ladies RR	6/21/2016
7523	brentn		Trash Cans Out Front	6/17/2016
7521	brentn		Modern Society HVAC	6/16/2016
7509	brentn - 2620	Roof	Leak at Farmers Gastropub	6/13/2016
7496	brentn		2740 Bathroom	6/6/2016
7492	brentn		No Smoking Sign	6/3/2016
7485	brentn - 2700		Roof Leak at Manolis	5/18/2016
7483	brentn		Couch behind Plaza Shoe	5/17/2016
7471	brentn		Exterior Trash Cans	5/9/2016
7446	brentn		Gracies Bridal Door	4/26/2016
7437	brentn		Security Light	4/15/2016
7436	brentn		Toilet	4/14/2016
7424	brentn		Light/Toilet Seat	4/4/2016
7411	brentn		New Batteries Needed Office	3/22/2016
7410	brentn - 2740-202		AC Not Working	3/22/2016
7402	brentn		Ladies RR sink Leak	3/17/2016
7393	brentn		Water Flooding	3/11/2016
7391	brentn		Ladies Restroom toilet	3/10/2016
7386	brentn		Sign Disconnect	3/3/2016
7381	brentn		Water Clean UP	3/1/2016
7377	brentn		Sewage Smell at Gracies Bridal	2/29/2016
7367	brentn		Exterior Under Awning Tiles	2/17/2016
7329	brentn		Ice/Snow Removal 01/19-01/21/2016	1/28/2016
7312	brentn	Roof	National Home Products Roof Leak	1/22/2016
7307	brentn	Plumbing	Men's Urinal	1/15/2016

WO#	Property-Unit	Category	Brief Desc	Call Date
7305	brentn		Track Lighting at Modern Society	1/14/2016
7296	brentn		Toilets Not Working Plaza Shoe	1/11/2016
7271	brentn		Wall pack Light behind Mr Blackwell	12/30/2015
7270	brentn		Office Hallway Lights	12/30/2015
7268	brentn	Roof	Roof Leak at Town & County	12/30/2015
7264	brentn		Roof Leak at Barber Shop	12/28/2015
7252	brentn - 2718		Clean Out Vacant Unit for New Tenan	12/22/2015
7251	brentn		Lights Out	12/22/2015
7221	brentn	Plumbing	Water Heater Leaking	11/23/2015
7216	brentn		Leaking Water Heater	11/20/2015
7209	brentn	Roof	Roof Leak at the Market	11/17/2015
7208	brentn	Roof	Roof Leak Town & County	11/17/2015
7207	brentn - 2708	Roof	Roof/Window Leaking Nearly Famous	11/17/2015
7203	brentn	Lighting	Ouside Lighting	11/17/2015
7195	brentn		Wind Damage	11/12/2015
7194	brentn		Toilet Backed Up by Dentist	11/12/2015
7193	brentn		Back Security Lights	11/11/2015
7185	brentn - 2648		Spray for Spiders	11/6/2015
7181	brentn	Lighting	Outside Light Timers	11/6/2015
7168	brentn		Brentwood Office Bathrooms	10/22/2015
7151	brentn	Lighting	Light out in Mens RR	10/14/2015
7096	brentn	Parking Lot	Matress in Dumpster	9/11/2015
7050	brentn		Roof Leak in old toy Store	8/13/2015
7021	brentn		Emergancy light leaking	8/3/2015
7007	brentn		Irrigation Turn On	7/28/2015
6996	brentn		AC in RBF	7/24/2015
6982	brentn - 2652-54		Thermostat	7/21/2015
6979	brentn - 2740-106		AC not working in 2740 Suite 1	7/20/2015
6976	brentn		Caulking around the building	7/17/2015
6960	brentn	Plumbing	Ladies RR backing up	7/10/2015
6948	brentn		Leak in Basement Windows	7/2/2015
6921	brentn - 2650		Roof Leak Barber Shop	6/19/2015
6878	brentn - 2652-54	Roof	Roof leak at Modern Society	6/1/2015

WO#	Property-Unit	Category	Brief Desc	Call Date
6816	brentn - 2628	Roof	Roof Leak in the Market	4/16/2015
7385	brentsol		Clean Sidewalk	3/2/2016
7349	brentsol		Metal Sticking up in Parking Lot	2/1/2016
7330	brentsol		Ice/Snow Removal 01/19-01/21/2016	1/28/2016
7311	brentsol	Roof	SCS Roof Leak	1/22/2016
7581	brents		trees in the ally	8/2/2016
7512	brents - 2868		Roof Leak at SCS	6/13/2016
7510	brents		Parking Bumpers	6/13/2016
7489	brents		Graffiti	5/27/2016
7478	brents		Pot Holes	5/13/2016
7474	brents		Roof Leak at Vintage Stock	5/9/2016

COOPERATIVE AGREEMENT

among the

CITY OF SPRINGFIELD, MISSOURI,

and

**BRENTWOOD N/S
COMMUNITY IMPROVEMENT DISTRICT**

and

JARED ENTERPRISES, INC.

dated as of

_____, 2016

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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2016 among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the **“City”**), the **BRENTWOOD N/S COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the **“District”**), and **JARED ENTERPRISES, INC.** (the **“Developer”**) (the City, District and Developer being sometimes collectively referred to herein as the **“Parties”**, and individually as a **“Party”**, as the context so requires).

WITNESSETH:

WHEREAS, on _____, 2016, property owners filed the “Petition to Establish the Brentwood N/S Community Improvement District” (the **“Petition”**), which proposed formation of the District to reimburse the Developer for certain costs associated with design and construction of the development (the **“Development”**); and

WHEREAS, the City Council of Springfield, Missouri (the **“City Council”**), did on _____, 2016, pass Special Ordinance No. _____, which approved the Petition and formed the District; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City which shall provide for the process by which Developer will be reimbursed by the District for Reimbursable Project Costs, the Missouri Department of Revenue will collect the CID Sales Tax Revenues and the District will make payments to the Developer for Reimbursable Project Costs and other costs and requirements as set forth in the Petition; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project, impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs as set forth in the Petition, and enter into this Agreement for such purposes; and

WHEREAS, following the imposition of the CID Sales Tax, the Missouri Department of Revenue will collect the CID Sales Tax on behalf of the District in accordance with this Agreement, and the CID Sales Tax Revenues will be used to reimburse the Developer for Reimbursable Project Costs and other costs as set forth in the Petition; and

WHEREAS, the City is authorized in accordance with the provisions of the CID Act to perform all functions incident to the administration, collection, enforcement, and operation of the CID Sales Tax, and contract with the District for such purposes.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1 Recitals and Exhibits.

The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2 Definitions.

Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Fee**” means that amount of the CID Sales Tax Revenue that the City shall receive as compensation for performing the duties of collecting the CID Sales Tax, pursuant to Section 3.3 of this Agreement.

“**CID Act**” means the Missouri Community Improvement District Act, Sections 67.1401, *et seq.*, RSMo, as amended.

“**CID Projects**” means the street improvements, sewer lines, water lines, storm water control devices, street lighting, traffic control devices, signage of streets and property identification, sidewalks, landscaping along public walkways and streets, any other public improvements, along with private improvements within the blighted area within the District that are eligible under the CID Act, that are constructed for or in connection with the Development, as set forth in the Exhibit D to the Petition and further described in **Exhibit “A-1”** attached hereto.

“**CID Sales Tax**” means the sales tax levied by the District on the receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within their boundaries pursuant to the CID Act, in the amount not to exceed one half of one percent (0.5%).

“**CID Sales Tax Revenues**” means the monies actually collected, pursuant to this Agreement and the CID Act, from the imposition of the CID Sales Tax.

“**City Council**” means the governing body of the City of Springfield, Missouri.

“**District**” is the Brentwood N/S Community Improvement District, which includes all real property described on **Exhibit “A”**.

“**Event of Default**” means any event specified in Section 6.1 of this Agreement.

“**Excusable Delays**” means delays due to acts of terrorism, acts of war or civil insurrection, strikes, riots, floods, earthquakes, fires, tornadoes, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, national or regional material

shortages, failure to obtain regulatory approval from any Federal or State regulatory body, unforeseen site conditions, material litigation by parties other than a Party and not caused by any Party's failure to perform, or any other condition or circumstances beyond the reasonable or foreseeable control of the applicable Party using reasonable diligence to overcome which prevents such Party from performing its specific duties or obligation hereunder in a timely manner. Excusable Delays shall extend the time of performance for the period of such excusable delay.

“Operating Costs” means the actual, reasonable expenses which are necessary for the operation of the District, which include, but are not limited to, costs associated with notices, publications, meetings, supplies, equipment, photocopying, the engagement of special legal counsel, financial auditing services, and other consultants or services.

“Ordinance” means an ordinance enacted by the City Council.

“Reimbursable Project Costs” means all actual and reasonable costs and expenses which are incurred by or at the direction of the Developer or the District with respect to the construction of the CID Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors and materialmen in connection with the construction contracts awarded for the CID Project that is constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the CID Project, and the ongoing administration of the District, including but not limited to the following:

(1) Actual and reasonable fees and expenses of architects, appraisers, attorneys, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, financing, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, attorneys, surveyors and engineers in relation to the construction of the CID Project and all actual and reasonable costs for the oversight of the completion of the CID Project;

(2) All Operating Costs of the District; and

(3) All other items of expense not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the CID Project and which may lawfully be paid or incurred by the District under the CID Act.

ARTICLE 2: REPRESENTATIONS

Section 2.1 Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The CID has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of District's Board of Directors (the "Board"), the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

E. Consideration and public benefit: The District acknowledges that construction of the CID Project is of significant value to the District, the property within the District and the general public. The District finds and determines that the CID Project will promote the economic welfare and the development of the City and the State of Missouri through: (i) the creation of temporary and permanent jobs; (ii) stimulating additional development in the area near the CID Project; (iii) increasing local and state tax revenues; and (iv) providing necessary parking and other infrastructure improvements for the Development and other surrounding development. Further, the District finds that the CID Project conforms to the purposes of the CID Act.

Section 2.2 Representations by the City.

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri, as a constitutional-charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City or his/her designee has been duly authorized to execute and deliver this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or

by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

D. There is no litigation or proceeding pending or, to its knowledge, threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

Section 2.3 Representations by the Developer.

The Developer represents that:

A. The Developer has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Developer herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal valid and binding obligations of the Developer, enforceable in accordance with its terms.

B. The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

C. No litigation, proceedings or investigations are pending or, to the knowledge of the Developer, threatened against the Developer or any member of the Developer or the CID Project. In addition, no litigation, proceedings or investigation are pending or, to the knowledge of the Developer, threatened against the Developer seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer, the terms and provisions of this Agreement.

D. The Developer is in compliance with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, and operations as contemplated by this Agreement.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Sales Tax. The CID Sales Tax shall be collected by the Missouri Department of Revenue as provided in the CID Act. The District shall receive the CID Sales Tax Revenue from

the Department of Revenue, or collected by the City as provided herein, which shall be used to reimburse the Developer for Reimbursable Project Costs incurred by the Developer and the District for Operating Costs incurred by the District in the order of priority set forth herein. The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate has been approved (as described in Section 4.3) and after and to the extent CID Sales Tax Revenues have been collected and are available for payment to Developer in accordance with this Agreement.

Section 3.2 Administration and Collection of the CID Sales Tax.

The Parties anticipate that the CID Sales Tax will be collected by the Missouri Department of Revenue, as provided in the CID Act. In the event that the Department of Revenue refuses such collection and allows the City to collect in lieu of state collection, the City shall collect the CID Sales Tax. The City agrees to perform for the District all functions incident to the administration and enforcement of the CID Sales Tax, pursuant to the CID Act and this Agreement. The District will enact a resolution that (i) imposes the CID Sales Tax (subject to qualified voter approval), (ii) authorizes the City to perform all functions incident to the administration, enforcement and operation of the CID Sales Tax, (iii) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect, and (iv) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. After collection by the Department of Revenue and/or the City (as the case may be) and the CID Sales Tax Revenues have been transferred to the District, the CID Sales Tax Revenues shall be deposited by the District directly into a special trust account in accordance with the resolution adopted by the District. The District may amend the forms, administrative rules and regulations applicable to the administration, collection, enforcement and operation of the CID Sales Tax, as needed.

Section 3.3 Administrative Fee and Collection Fee for the CID Sales Tax.

A. The City shall receive an Administrative Fee in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues for its administration efforts with the District and its review of project costs for certification and reimbursement. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter and shall be accompanied by a Certificate signed by an officer of the District certifying that the payment amount is 1.5% of the District Sales Tax revenues during that period. A sample Certificate is attached as "Exhibit D".

B. If, and only if, the Department of Revenue does not collect the CID Sales Tax and the City is required to collect the CID Sales Tax, as set forth in paragraph A of this Section, then the City shall receive a Collection Fee in the amount of one percent (1%) of the total CID Sales Tax Revenues. Such Collection Fee shall be in addition to the Administrative Fee.

C. In the event that the Administrative Fee and/or the Collection Fee does not fully reimburse the City for actual costs and expenses incurred in fulfilling its obligations under Section 3.2, then the City shall receive reimbursement for such actual costs that exceed the Administrative Fee and/or the Collection Fee. In the event that there are insufficient funds in any fiscal year to cover such actual costs incurred by the City, such unpaid Administration Fees and/or Collection Fees shall be paid in subsequent fiscal years.

Section 3.4 Operating Costs.

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Sales Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5. In the course of performing the administrative duties set forth in Section 3.2, the City may incur Operating Costs for the District, which shall be approved by the District.

Section 3.5 Enforcement of the CID Sales Tax.

The District authorizes the City, to the extent permitted by law, to take any and all actions necessary for collection and enforcement of the CID Sales Tax. The City may, in its own name or in the name of the District, prosecute or defend in action, lawsuit or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure the payment of any CID Sales Tax. The District hereby agrees to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request.

Section 3.6 Distribution of the CID Sales Tax Revenue.

No disbursements of the CID Sales Tax Revenues shall be made until the City has approved a Certificate, as defined in Section 4.3. After the City has approved a Certificate for the CID Project, and to the extent Reimbursable Project Costs remain unpaid, the District shall make disbursements of the entire balance of the CID Sales Tax Revenues not later than sixty (60) days after the end of each calendar quarter in the following order of priority:

- A. The District shall pay the City's Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.
- B. The District shall pay Operating Costs of the District.
- C. The District shall pay Developer's Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax.

The District shall keep accurate records of the CID Sales Tax collected and copies of such records shall be made available to the City. Any District records pertaining to the CID Sales Tax shall be provided to the City upon written request of the City, as permitted by law.

Section 3.8 Repeal of the CID Sales Tax.

When: (1) the Developer has been fully reimbursed for the costs incurred by the Developer: (a) to finance the CID Project and Reimbursable Project Costs and (b) to pay ongoing Operating Costs associated with and required by the business of the District, or (2); December 1, 2041, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the District's CID Sales Tax and abolishment of the District. The District shall not

implement the procedures for repeal or modification of the CID Sales Tax and abolishment of the District if: (1) any CID Sales Tax Revenue is due to the City for outstanding Administrative Fees; or (2) the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or (3) any portion of the District's obligations remain unpaid. The City's obligation to perform for the District any functions incident to the administration, collection, enforcement and operation of the CID Sales Tax for the District shall terminate concurrent with the repeal of the CID Sales Tax levied by the District. Upon repeal of any CID Sales Tax, the District shall:

- A. Pay the City's Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.
- B. Pay all outstanding Operating Costs to the District.
- C. Pay all unpaid Reimbursable Project Costs to the Developer.
- D. Retain any remaining CID Sales Tax until such time as the District is abolished and the District has provided for the transfer of any funds remaining in a manner permitted by the CID Act.

ARTICLE 4: FINANCING CID PROJECT

Section 4.1 Design and Construction of CID Project.

As allowed by the CID Act, the District's role is solely to fund and assist in the funding of the CID Project and the Operating Costs incurred by Developer. The CID Project shall be designed and constructed by or at the direction of Developer, and the District shall have no obligation to design and construct the CID Project. The CID Project shall be designed and constructed on a schedule to be determined by the Developer, in accordance with plans approved by the City. The Developer shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Developer for the construction of the CID Project. The Developer shall indemnify and hold harmless the City for any damage resulting to it from failure of either the Developer or the District for any damage resulting from failure of either the Developer or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Project.

The Developer shall provide or secure the financing of the CID Project. The District shall be allowed and is authorized to issue and incur the District obligations, such as promissory notes to the Developer for certified reimbursement expenses as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Sales Tax within the boundaries of the District to assist in the funding of the CID Project.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Project, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs (“**Certificate**”) using the form attached as **Exhibit “D”**: The Developer shall provide itemized invoices, receipts or other information to confirm that any such cost is so incurred and does so qualify. If the City determines that the CID Project, or an applicable portion of any CID Project, has been completed in accordance with all relevant codes, regulations, statutes and laws, and that the costs submitted for reimbursement are Reimbursable Project Costs, then the City shall approve the Certificate and the amounts stated therein for payment. If the CID Project, or an applicable portion of any CID Project, is not complete, then the City shall not approve the certificate and the amounts stated therein for payment, and shall specify in writing within sixty (60) days after receiving Developer’s Certificate the reason(s) for withholding its approval. Upon request of the Developer or the Board, the City shall hold a hearing at which the Developer or the Board may present new and/or additional evidence. Developer shall have the right to identify and substitute other Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a Reimbursable Project Cost.

Section 4.4 Ownership, Maintenance and Dedication of CID Projects.

The District’s sole role is to fund and assist in the funding of the CID Project and the Operating Costs. The District shall have no ownership of the CID Project, and title to the CID Project shall at all times be vested in the name of the Developer, the City or other appropriate entity. The District shall not be responsible for maintenance of the CID Project. The Developer shall be responsible for obtaining and maintaining insurance for the design, construction, operation and maintenance of the CID Project in such form and amounts as required by applicable City or state law.

Section 4.5 Annual Budget.

The budget for the District’s first fiscal year shall be prepared and submitted to the City Finance Director within ninety (90) days after execution of this Agreement. For each subsequent fiscal year of the District, the District shall, no earlier than one hundred eighty (180) days and no later than ninety (90) days prior to the first day of each fiscal year, submit a proposed budget for the upcoming fiscal year to the City Finance Director, which shall be approved by the Board. Each budget for the District shall generally be prepared in accordance with all applicable state statutes including Section 67.1471 RSMo, as amended. Once the budget is approved by the Board, the City shall have the right to comment on the Budget. Based on the City’s comments, the Board may determine that the budget should be amended. However, if there are no comments from the City or the Board determines that no revisions to the budget are necessary following the City’s comments, the budget shall be effective without further action or vote by the Board.

Section 4.6 New CID Projects.

The District may use CID Sales Tax Revenue, as such revenues are available, to pay Project Costs for all CID Projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any additional CID Projects which are not reasonably described in Exhibit D to the Petition, except with the prior approval of the City Council. Payments due to the City pursuant to the priority established in Section 3.6 for its Administrative Fee shall take priority over any costs associated with new CID Projects.

ARTICLE 5: SPECIAL COVENANTS

Section 5.1 Records of the Districts.

The District shall keep proper books of record and account on behalf of the District in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles, consistently applied, and will furnish the City such information as it may reasonably request concerning the District, including such statistical and other operating information requested on a periodic basis, in order to determine whether the covenants, terms and provisions of this Agreement have been met. In addition, the District shall, within one hundred twenty (120) days after the end of each fiscal year, submit a report to the City and the Missouri Department of Economic Development stating the services provided, revenues collected and expenditures made by the District during such fiscal year, and copies of written resolutions approved by the Board during the fiscal year. For that purpose, all pertinent books, documents and vouchers relating to its business, affairs and properties that are otherwise considered public information and not confidential in nature shall at all times during regular business hours be open to the inspection of the City by its accountant or other agent (who may make copies of all or any part thereof provided that the confidentiality of all records shall be maintained pursuant to applicable confidentiality laws and such confidentiality agreements as the City reasonably requires) as shall from time to time be designated and paid for by the inspecting party.

Section 5.2 Records of the City.

The City shall keep and maintain adequate records of the disbursements it authorizes the District to make for reimbursement or payment of the Reimbursable Project Costs (including Operating Costs) to the Developer and the Administrative Fees and Collection Fees paid to the City. Such records shall be available for inspection by the District upon reasonable notice. The CID shall submit a true and accurate copy of all agendas at least twenty-four hours in advance, annual meeting notices and minutes, the adopted budget and any reports or filings provided to State agencies.

Section 5.3 Consent by Tenants and Transferees.

A. Developer shall cause all leases of property in the District to contain provisions that are in substantial compliance with the following:

Community Improvement District: Tenant acknowledges and consents that the Leased Premises are a part of the Brentwood N/S Community Improvement District (“District”) created by Springfield, Missouri (the “City”), and that the District imposes a sales tax on Tenant’s economic activities which will be applied toward the costs of improvements for the Development. Tenant shall forward to the City copies of Tenant’s State of Missouri sales tax returns for its property located in the District when and as they are filed with the Missouri Department of Revenue. Tenant hereby acknowledges and agrees that the District, and the City, are third party beneficiaries of the obligations in this paragraph and shall have a separate and independent right to enforce both these reporting requirements.

Provisions in substantial compliance with these provisions shall be included in all sales contracts with purchases of property located within the District, requiring said sales information be provided to the City.

B. At least five (5) days following its execution, the Developer shall provide a certification to the City, signed by Developer and each such tenant/purchaser, confirming that each lease/sales contract affecting Property within the District includes the provisions satisfying the Developer’s obligation as set forth in this Section 5.3. Failure of the Developer to require to include such restrictions in any such lease or sale contract shall in no way modify, lessen or diminish the obligations and restrictions set forth herein relating to the District’s and the City’s rights of enforcement and remedies under this Agreement.

C. Developer, to the maximum extent possible, shall enforce the lease/sales contract obligation set forth in paragraph A of this Section and shall require any purchaser, lessee or other transferee or possessor of the property within the District, to provide to the City a copy of their Missouri sales tax receipts and filing indicating the amount of the sales tax paid. This obligation shall be a covenant running with the land and shall be enforceable against the Developer, to the extent Developer continues to own property within the District and against any purchaser, lessee or other transferee or possessor as if such purchaser, lessee or possessor were originally a party to and bound by this Agreement and shall only terminate upon the end of the term of the District.

Section 5.4 Developer’s Obligations to the City under Bond or Surety.

The Parties agree that:

A. The CID Project, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, does not diminish the consideration to the District as recited in Section 2.1 and shall be a Reimbursable Project Cost that may be reimbursed in accordance with this Agreement.

B. In the event that the City constructs or causes to be constructed any portion of the CID Project pursuant to any action on a bond or other form of surety that is provided to the City by the Developer pursuant to the City Code or an Ordinance, then the City shall be entitled to reimbursement from the District for such Reimbursable Project Costs or Operating Expenses that are not paid or reimbursed to the City under such bond or surety. The City shall complete a

certificate in substantial compliance with the form in **Exhibits “D”** or **“E”** to receive such reimbursement, which shall be approved by the District in accordance with Section 4.3.

ARTICLE 6: DEFAULTS AND REMEDIES

Section 6.1 Events of Default.

If any one or more of the following events shall occur and be continuing, such event or events shall constitute an Event of Default under this Agreement:

A. Failure by the District to make a payment in a timely manner as required by this Agreement, and the continuance of such failure for ten (10) days following written notice to District of such failure; or

B. Failure by any Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement, and the continuance of such default for sixty (60) days after a non-defaulting Party has given written notice to the defaulting Party specifying such default.

Section 6.2 Remedies on Default.

If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity, enforce its rights against the defaulting Party and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Agreement.

Section 6.3 Rights and Remedies Cumulative.

The rights and remedies reserved by the Parties under this Agreement and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Parties shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.4 Waiver of Breach.

No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.5 Excusable Delays.

No Party shall be deemed to be in default of this Agreement because of Excusable Delays.

ARTICLE 7: MISCELLANEOUS

Section 7.1 Effective Date and Term.

This Agreement shall become effective on the date set forth herein. Upon expiration of the CID Sales Tax as providing in Section 3.8, the District shall be abolished in accordance with Section 67.1481, RSMo.

Section 7.2 Immunities.

No recourse shall be had for any claim based upon any representation, obligation, covenant or agreement in this Agreement maintained against any past, present or future officer, member, employee, director or agent of the City or the District, or of any successor thereto, as such, either directly or through the City or the District, or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement. The District, as a separate political subdivision of the state, is responsible for compliance with all applicable state laws and agree to hold harmless and indemnify the City from and against all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and attorney fees, resulting from, arising out of, or in any way connected with District's failure to comply with any applicable law.

Section 7.3 Modification.

The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement between the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 7.4 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The Parties agree that the engagement of common special legal counsel among two or more Parties to this Agreement does not materially limit the representation of those Parties and will not adversely affect the relationship between such Parties.

Section 7.5 Validity and Severability.

It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or

unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 7.6 Execution of Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 7.7 City Approvals.

Unless specifically provided to the contrary herein, all approvals of City hereunder may be given by the City Manager or his/her designee without the necessity of any action by the City Council.

Section 7.8 District Approvals.

Unless specifically provided to the contrary herein, all approvals of any District hereunder may be given by the Executive Director or his designee without the necessity of any action by the Board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

ATTEST:

**THE CITY OF SPRINGFIELD,
MISSOURI**

City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

**BRENTWOOD N/S
COMMUNITY IMPROVEMENT
DISTRICT**

By: _____
Name:
Title:

ATTEST

By: _____

JARED ENTEPRISES, INC.

By: _____

Name:

Title:

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

TRACT 1: ALL OF LOT ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5), IN BRENTWOOD CENTER ADDITION, IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND TRACT II: ALL OF THE WEST TWENTY (20) FEET OF LOT TWO (2), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND TRACT III: ALL OF THE WEST TWENTY (20) FEET OF LOT ONE (1), BLOCK "B", AMENDED PLAT OF BRENTWOOD ESTATES, AN ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI, AND ALL OF LOTS TWO (2), THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10) AND ELEVEN (11), BRENTWOOD CENTER SOUTH, SPRINGFIELD, GREENE COUNTY, FILED IN PLAT BOOK AA, AT PAGE 39, RECORD'S OFFICE, GREEN COUNTY, MISSOURI, AND THE ADJOINING PORTION OF THE RIGHT OF WAY FOR EAST BARATARIA STREET BEGINNING AT THE SOUTHEAST CORNER OF LOT 5, BRENTWOOD CENTER ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE WEST A DISTANCE OF APPROXIMATELY 173.15 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 5; THENCE SOUTH APPROXIMATELY 55 FEET TO A POINT AT THE NORTHWEST CORNER OF LOT 11, BRENTWOOD CENTER SOUTH ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE EAST A DISTANCE OF APPROXIMATELY 166.8 FEET TO THE NORTHEAST CORNER OF SAID LOT 11; THENCE NORTH APPROXIMATELY 5 FEET TO THE NORTHWEST CORNER OF LOT 1, BRENTWOOD ESTATES FOURTH ADDITION IN SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH APPROXIMATELY 51 FEET TO THE POINT OF BEGINNING, AND A PORTION OF THE RIGHT OF WAY FOR SOUTH GLENSTONE AVENUE BEGINNING AT AN EXISTING 5/8" IRON PIN MARKING THE NORTHWEST CORNER OF LOT 1 OF BRENTWOOD CENTER, A RECORDED SUBDIVISION (BOOK KK, PAGE 34) IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE SOUTH 01 DEGREES 00'32"W, ALONG THE EAST RIGHT OF WAY OF GLENSTONE AVENUE, A DISTANCE OF 1289.10 FEET; THENCE NORTH 88 DEGREES 59'28"W, LEAVING SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 100.00 FEET TO THE CENTERLINE OF GLENSTONE AVENUE; THENCE NORTH 01 DEGREES 00'32"E, ALONG SAID CENTERLINE OF GLENSTONE AVENUE A DISTANCE OF 1289.10 FEET; THENCE SOUTH 88 DEGREES 59'28"E, LEAVING SAID CENTERLINE OF GLENSTONE AVENUE, A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING; AND BEGINNING AT AN EXISTING 1/2" PIPE MARKING THE SOUTHWEST CORNER OF LOT 4 OF BRENTWOOD CENTER SOUTH, A RECORDED SUBDIVISION (BOOK AA, PAGE 39) IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI; THENCE NORTH 88 DEGREES 57'40"W, A DISTANCE OF 100.00 FEET TO THE CENTERLINE OF GLENSTONE AVENUE; THENCE NORTH 01 DEGREES 02'20"E, ALONG SAID CENTERLINE OF SAID GLENSTONE AVENUE, A DISTANCE OF 1058.75 FEET; THENCE SOUTH 88 DEGREES 57'40"E, LEAVING SAID CENTERLINE, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF GLENSTONE AVENUE; THENCE SOUTH 01 DEGREES 02'20"W, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1058.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT A-1

ESTIMATED COSTS OF CID PROJECT

Brentwood Center North Cost Estimate

Description	Private Improvements	Public Improvements
Demolition	\$ 558,631	\$ -
Parking Field Repairs and Replacement	667,024	-
Public Sidewalk Improvements		30,000
Road Improvements	-	122,030
Utility Improvements	-	300,000
Lighting Improvements	248,500	-
Roof Removal/Replacement	906,213	-
Building /Façade Renovation	6,249,132	-
Professional Fees/Misc	606,165	29,542
Subtotal:	\$ 9,235,665	\$ 481,572

Brentwood Center South Cost Estimate

Description	Private Improvements	Public Improvements
Demolition	\$ 169,822	\$ -
Parking Field Repairs and Replacement	300,992	-
Public Sidewalk Improvements	-	30,000
Road Improvements	-	122,030
Utility Improvements	-	250,000
Lighting Improvements	83,400	-
Roof Removal/Replacement	348,439	-
Building /Façade Renovation	1,104,167	-
Professional Fees/Misc	211,877	26,042
Subtotal:	\$ 2,238,697	\$ 428,072
Totals	\$ 11,474,362	\$ 909,644

CID Project Total \$ 12,384,006

B. Projected CID Revenue/Disbursement Budget

Estimated Gross Sales

	2018	2019	2020	2021	2022
	Year	Year	Year	Year	Year
	1	2	3	4	5
Gross Sales Estimate	19,975,000	40,345,900	40,749,359	41,156,853	41,568,421
	\$ 19,975,000	\$ 40,345,900	\$ 40,749,359	\$ 41,156,853	\$ 41,568,421

Estimated CID Sales Taxes

	2018	2019	2020	2021	2022
	Year	Year	Year	Year	Year
	1	2	3	4	5
Gross CID Sales Tax Revenue	199,750	403,459	407,494	411,569	415,684
2% Timely Pymt Discount	(3,995)	(8,069)	(8,150)	(8,231)	(8,314)
1.5% City Fee	(2,996)	(6,052)	(6,112)	(6,174)	(6,235)
Net CID Sales Tax Revenue	\$ 192,759	\$ 389,338	\$ 393,231	\$ 397,164	\$ 401,135

EXHIBIT B
MAP OF DISTRICT



**EXHIBIT C
FORM OF
CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

**CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

To: City Manager, City of Springfield, Missouri
cc: Executive Director, _____ Community Improvement District
Re: Completion and Certification of the _____ Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Cooperative Agreement dated as of _____, 20____ (the "Agreement") between the City of Springfield, the _____ Community Improvement District and the Developer. In connection with said Agreement, the undersigned hereby states and certifies that:

1. The capital improvements of the CID Project, or an appropriate portion thereof, have been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity agency to commence operation of said improvements in the CID Project.
2. Each item listed on *Schedule 1* attached hereto as a Reimbursable Project Cost and was incurred in connection with the construction of the CID Project.
3. These Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and the CID Act.
4. No item listed on *Schedule 1* has previously been paid or reimbursed from money derived from the CID Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.
5. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
6. All necessary permits and approvals required for the work for which this certificate relates have been issued and are in full force and effect.
7. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the

Developer shall have the right to substitute other eligible Reimbursable Project Costs for payment hereunder.

9. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a Developer Event of Default under the Agreement.

10. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

11. The parties acknowledge and agree that the Developer may submit more than one Certificate as appropriate stages of the CID Project are completed and the City shall consider and approve each Certificate provided it is otherwise in compliance with the Cooperative Agreement.

12. The parties hereto acknowledge and agree that Reimbursable Project Costs include the Operating Costs of the District and that the Developer shall be entitled to submit requests for said Operating Costs under and as a part of this Certificate.

Dated this _____ day of _____, 20____.

JARED ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

Approved:

**CITY OF SPRINGFIELD, MISSOURI,
agent for the Brentwood N/S Community Improvement District**

By: _____
Name: _____
Title: _____

Date: _____

**SCHEDULE 1 TO CERTIFICATE OF COMPLETION
AND REIMBURSABLE PROJECT COSTS**

Itemization of Reimbursable Project Costs

EXHIBIT D

**FORM OF
CERTIFICATE OF PAYMENT OF ADMINISTRATIVE FEE**

To: City of Springfield, Missouri

Re: Certification of the _____ Payment of Administrative Fee

1. The City is entitled to receive an Administrative Fee for administering the District Sales Tax in the amount of one and one-half percent (1.5%) of the total District Sales Tax Revenues.

2. Said fee shall be paid on a quarterly basis within 60 days of the end of the quarter.

3. The District's total District Sales Tax Revenues for the quarter beginning on (DATE) and ending on (DATE) are: \$_____.

4. The District submits to the City payment of its Administrative Fee for the quarter beginning on (DATE) and ending on (DATE) in the amount of \$_____, which is 1.5% of the District Sales Tax revenues during that period.

Dated this ____ day of _____, 20__.

**COMMUNITY IMPROVEMENT
DISTRICT**

By: _____

Name: _____

Title: _____

Payment accepted this ____ day of _____, 20__:

CITY OF SPRINGFIELD, MISSOURI,

By: _____

Name: _____

Title: _____