COUNCIL BILL 2022- SPECIAL ORDINANCE

AN ORDINANCE

APPROVING a Petition to Establish the Cottle’s Range Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City of Springfield, the Cottle’s Range Community Improvement District, and Buc-ee’s Springfield, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Missouri State Auditor of the creation of the District. (Staff recommends approval.)

WHEREAS, Sections 67.1401 to 67.1571 RSMo. (the "CID Act") authorize the governing body of any municipality, as defined in the CID Act, to adopt an ordinance establishing a community improvement district upon receipt of a proper petition requesting the formation of such a district and after a public hearing on formation of the district; and

WHEREAS, on April 14, 2022, a Petition ("Petition") to Establish the Cottle’s Range Community Improvement District (the “District”) was filed with the City Clerk; and

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

WHEREAS, City Council held a public hearing on May 31, 2022, at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time City Council heard all protests and received all endorsements.

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

Section 1 – The Cottle’s Range Community Improvement District is hereby created within the City of Springfield, Missouri, as a political subdivision of the State of Missouri, having the powers and purposes set forth in the Petition, the original of which
is on file with the City Clerk and a copy of which is attached hereto and incorporated
herein by this reference as “Exhibit 1.”

Section 2 – Pursuant to the Petition, the existence of the District shall
automatically terminate if the District has not, within six months of passage of this
Ordinance, duly approved and executed a binding Cooperative Agreement with the City,
in substantially the same form as attached hereto as “Exhibit 2.”

Section 3 – The City Manager, or his designee, is hereby authorized to enter into
the Cooperative Agreement, in substantially the same form presented as “Exhibit 2,”
and to do all things reasonable and convenient to comply with the terms and intent of
this Ordinance.

Section 4 – The City Clerk is hereby directed to prepare and file with the Missouri
Department of Economic Development and the Missouri State Auditor the report
specified in Subsection 6 of Section 67.1421 of the Community Improvement District
Act, and to further notify the office of the Greene County Clerk of the District’s Petition
and establishment.

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

Section 6 – This Ordinance shall be in full force and effect from and after its
passage.

Passed at meeting: __________________________

______________________________ Mayor

Attest: ________________________________, City Clerk

Filed as Ordinance: ______________________________

Approved as to form: __________________________, Assistant City Attorney

Approved for Council action: __________________________, City Manager
PURPOSE: To adopt a special ordinance approving the Petition to Establish the Cottle's Range Community Improvement District and authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, the Cottle's Range Community Improvement District, and Buc-ee’s Springfield, LLC (“Buc-ee’s”). (Staff recommends approval.)

BACKGROUND INFORMATION: Buc-ee’s plans to construct an approximately 53,000 square foot travel center and 100-pump vehicle fueling facility on property located near the northeast corner of the intersection of Interstate 44 (I-44) and North Mulroy Road. The proposed development will require constructing approximately $8.5 million of public improvements, which include improvements to the I-44 Exit 84 (Mulroy Road) interchange and North Mulroy Road, a new public street (Buc-ee’s Boulevard), and public utility extensions.

On January 24, 2022, the City Council passed Special Ordinance 27635, authorizing the City Manager, on behalf of the City of Springfield to enter into an Infrastructure Reimbursement Agreement with Buc-ee’s to finance the required public improvements associated with proposed development. According to the agreement, the City agreed to reimburse Buc-ee’s up to $4.1 million for the improvements to the I-44 Exit 84 interchange using one-half of the 1-cent general sales tax and ¼-cent capital improvements sales tax revenues that are generated by the proposed development over a period not to exceed 20 years. The agreement also included a commitment to establish a community improvement district to fund the balance of the required public improvements. Specifically, Buc-ee’s agreed to file a petition to establish a community improvement district with the Springfield City Clerk within 30 days after acquisition of the property where the new facility is to be located.

As per the Infrastructure Reimbursement Agreement, Buc-ee’s has acquired the property for its proposed development and has filed the Petition to Establish the Cottles Range Community Improvement District (“District”) with the Springfield City Clerk. The District will consist of approximately 35.92 acres generally located at the northeast corner of the intersection of I-44 and North Mulroy Road. The District will be a political subdivision of the State of Missouri and have a life of 20 years. It will be governed by a five-member board of directors that will initially consist of Caleb Colbert, Robert Johnson, Melissa Mooney, Ryan Mooney, and Alex Woodson. All successor directors will be appointed by the Mayor with the consent of the City Council.

The Cottle’s Range Community Improvement District will have the power to impose a sales and use tax at a maximum rate of five-eighths of one percent (0.625%) on all retail sales made within the District that are subject to taxation pursuant to state law. Such
tax shall be subject to the approval of the qualified voters within the District by a mail-in ballot election. If approved, the District shall use the sales and use tax revenues to reimburse Buc-ee's up to $5.1 million for the cost of the improvements to North Mulroy Road, construction of Buc-ee’s Boulevard, and extension of public utilities (“CID Projects”). The District and its authority to impose a sales and use tax shall expire after 20 years or upon reimbursing the entire cost of the CID Projects, whichever occurs first.

The Cooperative Agreement between the City of Springfield, the Cottle’s Range Community Improvement District, and Buc-ee’s specifies how the District sales and use tax revenue will be collected and disbursed. Under 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 Buc-ee’s for the costs associated with CID Projects. Prior to disbursement of funds, Buc-ee’s shall submit a Certificate of Completion and Reimbursable Project Costs to the City and the District, verifying the CID Projects are completed and the reimbursable costs are indeed associated with the CID Projects. Documentation in the form of receipts, invoices, etc. will be required to confirm that the costs were in fact incurred and paid. In order to reimburse the City for its costs associated with establishing the District, reviewing reimbursable project costs and annual budgets, and performing other duties for the operations of the District, the Cooperative Agreement provides for the City to receive payment of an administrative fee equal to one and one-half percent (1.5%) of the District sales and use tax revenues on a quarterly basis.

REMARKS: The Springfield City Clerk has reviewed the Petition and determined that it substantially complies with Sections 67.1401 to 67.1571, RSMo, the Community Improvement District Act. Staff recommends approval.

Submitted by:

Matt D. Schaefer, AICP,
Senior Planner

Recommended by: Approved by:

Amanda Ohlensehlen, Director

Jason Gage, City Manager
PETITION TO ESTABLISH THE
COTTLE'S RANGE
COMMUNITY IMPROVEMENT DISTRICT

Springfield, Greene County, Missouri

Submitted March 24, 2022
PETITION TO ESTABLISH THE
COTTLE’S RANGE COMMUNITY IMPROVEMENT DISTRICT

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

The undersigned (the “Petitioner”), being the owner of record of more than fifty percent (50%) by assessed value of the real property within the boundaries of the proposed Cottle’s Range Community Improvement District (the “District”) and the owner of record of more than fifty percent (50%) per capita of all owners of real property within the boundaries of the District, does hereby petition and request that the City approve and establish the Cottle’s Range Community Improvement District in order to fund all or part of the cost of services and public 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. In support of this Petition, Petitioner states as follows:

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 Petitioner is the owner of more than 50% by assessed value of the real estate within the District and the owner 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 in the District is attached hereto as Exhibit C.

2. Name of District.

   The name of the proposed District is the “Cottle’s Range Community Improvement District.”

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

   Notice has been provided to all Petitioners that their 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.


   A five-year plan stating a description of the purposes of the District, the services it will provide, each improvement it will make from the list of allowable improvements under Section 67.1461 of the Act, an estimate of costs of these services and improvements to be incurred, the anticipated sources of funds to pay the costs, and the anticipated terms of the sources of funds to pay the costs is attached hereto as Exhibit D and includes Exhibits D-1 and D-2.

5. Type of District.
The District will be a political subdivision.

6. Board of Directors.

The District will be governed by a five (5) member board of directors (the "Board").

A. Each Director, during the Director's entire term, shall:

   i) Be at least 18 years of age;

   ii) Be a resident of the state of Missouri; and

   iii) Be an owner of real property within the District, which is defined in the Act as the individual or individuals or entity or entities who own a fee interest in real property that is located within the district ("Owner") or their legally authorized representative ("Owner Representative"); or an owner of a business operating within the District, which the Act defines for business organizations and other entities as the individual who is legally authorized to represent the entity with regard to the District ("Business Owner"); and

   iv) Notwithstanding the foregoing, at least one Director must not be an Owner, Owner Representative, or Business Owner and instead must meet all of the following:

      (a) Be a resident of the City of Springfield who satisfies all of following requirements:

      (b) is qualified and registered to vote under RSMo Chapter 115 according to the records of the election authority as of the thirtieth (30th) day prior to the date of the applicable election;

      (c) has no financial interest in any real property or business operating within the District; and

      (d) is not a relative within the second degree of consanguinity or affinity to an owner of real property or a business operating in the District.

B. Each Director who is an Owner or Owner Representative located in the District must declare to be either an Owner or 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. Pursuant to RSMo. § 67.1451.2(4), if there are ever fewer than five owners of real property located within the District, an Owner may have more than one Owner Representative and the Board may be comprised of up to five (5) Owner Representatives of any of the owners of real property located within the District.
C. Except for the initial Directors, which are named, approved and appointed by way of the City’s written acceptance of 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.

D. Petitioner hereby proposes the following slate of Directors:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TYPE</th>
<th>TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Johnson</td>
<td>Owner Representative</td>
<td>4 Years</td>
</tr>
<tr>
<td>Caleb Colbert</td>
<td>Owner Representative</td>
<td>4 Years</td>
</tr>
<tr>
<td>Ryan Mooney</td>
<td>Owner Representative</td>
<td>2 Years</td>
</tr>
<tr>
<td>Melissa Mooney</td>
<td>Owner Representative</td>
<td>2 Years</td>
</tr>
<tr>
<td>Alex Woodson</td>
<td>Resident – Non Owner Representative</td>
<td>2 Years</td>
</tr>
</tbody>
</table>

E. The initial Directors named above shall serve for the terms set forth opposite their names or until their successors are appointed in accordance with this Petition. Their successors shall serve for four-year terms or until their successors are appointed in accordance with the Act. If so appointed, there shall be no limits on the number of times a person may serve as a Director and there shall not be any term limits.

F. 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. However, 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.

G. In the event for any reason all the Directors resign, become incapacitated, or are otherwise unable to serve their respective terms, the Mayor shall appoint new Directors to serve on the Board as provided herein with the advice and consent of the City Council.

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 deliver the slate to the Mayor. The Mayor may appoint the successor Directors according to the slate submitted, provided that such appointments shall not be effective unless the
City Council consents to said appointments by resolution; or the Mayor or the City Council may reject the slate submitted and request in writing 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 deliver the alternate slate to the Mayor. The Mayor may appoint the successor Directors according to the alternate slate submitted, and the City Council may 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.

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

8. Total Assessed Value.

As of the date of submittal of this Petition, the total assessed value of all real property located within the District is $18,990.00


Petitioner does not seek a determination that the District, or any portion thereof, is a blighted area.

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 (20) years from the adoption of the ordinance establishing the district unless the municipality extends the length of time under section 67.1481 of the Act; (ii) until the entire cost of the CID Projects, as such term is defined on Exhibit D attached hereto, and including Exhibits D-1 and D-2, is reimbursed by the CID Sales and Use Tax Revenue, as herein 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 will not impose business license taxes or real estate taxes.

B. Sales and Use Taxes.

The District may, by resolution, impose a district sales and use tax (the “CID Sales Tax”), at a maximum rate of 0.625% 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 or by public utilities and providers of communications, cable, or video services. No resolution adopted by the District regarding the CID Sales Tax shall become effective unless the Board submits to the qualified voters of the District, by mail-in ballot, a proposal to authorize a sales and use tax pursuant to Section 67.1545 of the Act, and a majority of the qualified voters in the District cast ballots in favor of the sales and use tax.

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

The District will not impose special assessments.


Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District, the City, and the Developer shall enter into an intergovernmental agreement (the “Agreement”) that shall provide for the collection and administration of the District revenues, the method of certifying eligible project costs, payment of ongoing District operating costs, disbursement of District revenues, and other rights, duties, and obligations of the District, City, and Developer for the operations of the District. Failure to execute the Agreement within the aforementioned time period shall result in termination of the District.

14. Limitations on Borrowing Capacity.

The District will 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 Missouri law.

15. Limitations on Revenue Generation.

The District will have no limitations 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 Missouri 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 and subject to the requirements of the Missouri Sunshine Law set forth in RSMo Section 610.010, et seq.

18. Request for Ordinance Establishing District.
Petitioner respectfully requests the City Council of the City of Springfield, Missouri, to establish the District as set forth in this 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 or 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 Cottle's Range Community Improvement District

The undersigned requests that the City Council of the City of Springfield, Missouri establish the Cottle’s Range Community Improvement District according to the preceding Petition.

Name of Owner: **BUC-EE’S SPRINGFIELD, LLC**
Owner's Telephone Number: 346-774-2260
Owner's Mailing Address: **327 FM 2004, Lake Jackson, Texas 77566**

If Signer is different from Owner
Name and Title of Signer: **Joe O'Leary**
Basis of Signer’s Legal Authority to Sign: **Vice President**
Signer’s Telephone Number: 346-774-2260
Signer’s Mailing Address: **327 FM 2004, Lake Jackson, Texas 77566**

If the Owner is an individual, state if owner is single or married: ______________
If Owner is not an individual, state what type of entity: **Delaware Limited partnership**

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<th>Parcel Number</th>
<th>Assessed Value</th>
<th>Map</th>
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<tr>
<td>1201200023</td>
<td>$ 1,420</td>
<td>[Attach map of parcel to sig. page]</td>
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<tr>
<td>1201200009</td>
<td>$17,570</td>
<td>[Attach map of parcel to sig. page]</td>
</tr>
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*If multiple individuals own the property (e.g. husband and wife), then each individual owner must sign with notary attestation. Additional signature blocks are available on following page.*

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: [Signature]
Joe O'Leary, as Vice President of Buc-ee’s Springfield, LLC

4-7-22 Date
STATE OF MISSOURI

COUNTY OF GREENE

Before me personally appeared Joe O'Leary, as Vice President of Buc-ee's Springfield, LLC, to me personally known to be the individual described in and who executed the foregoing instrument.

WITNESS my hand and official seal this 7 day of April, 2020.

Notary Public

My commission expires: 12.14.24

[Notary Seal]
CLERK’S RECEIPT OF PETITION

This Petition to establish the Cottle’s Range Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of April, 2022.

[SEAL]

Anita J. Cotter, CMC/MRCC
City Clerk
EXHIBIT A
District Legal Description

December 17, 2021

CID DISTRICT BOUNDARY

BEING PART OF THE EAST ONE HALF OF LOT TWO AND THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36’ 44” W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36’ 44” W, ALONG SAID EAST LINE, A DISTANCE OF 859.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR THE NEXT THREE COARSES; S 67° 02’ 40” W, A DISTANCE OF 285.21 FEET; THENCE S 69° 04’ 09” W, A DISTANCE OF 396.63 FEET, THENCE S 89° 21’17” W, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER’S OFFICE, GREENE COUNTY, MISSOURI; THENCE CONTINUING S 89° 21’17” W, A DISTANCE OF 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MULROY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE NEXT 4 COARSES; N 40° 27’ 15” E, A DISTANCE OF 83.50 FEET; THENCE N 6° 45’ 53” E, A DISTANCE OF 781.42 FEET; THENCE N 18° 23’ 42” E, A DISTANCE OF 75.29 FEET; THENCE N 1° 24’ 15” E, A DISTANCE OF 291.66 FEET; THENCE S 86° 34’ 12” E, A DISTANCE OF 368.25 FEET; THENCE N 1° 29’ 38” E, A DISTANCE OF 2.40 FEET; THENCE S 86° 34’ 12” E, A DISTANCE OF 1008.49 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 35.92 ACRES MORE OR LESS.
EXHIBIT B
Map of District Boundaries
EXHIBIT C
List of Owners of Real Property within District

Parcel #1: 2104051  Buc-ee’s Springfield, LLC
Parcel #2: 2104057  Buc-ee’s Springfield, LLC
EXHIBIT D  
Five-Year Plan

1. Purpose of the District. The purposes of the District are to:

   A. Form and govern the District as provided in this Petition and in accordance with the Act and the Missouri Revised Statutes;

   B. Provide or cause to be provided for the benefit of the District, certain CID Projects as described in this Exhibit;

   C. Develop 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 provided in this Petition and as authorized by the Act;

   D. Provide for ongoing administrative activities (e.g. accounting, communications, reporting) as are required by the Act and the Cooperative Agreement; and,

   E. Such other purposes as authorized or required by the Act.

2. CID Projects

   A. Services. The services that may be performed by the District include the following:

      i) Administering construction of the Improvements to completion

      ii) Maintaining and repairing the Improvements upon completion

      iii) Providing ongoing administrative, legal, and accounting services to satisfy the annual compliance and reporting requirements of the District

   B. Improvements. The improvements that may be performed by the District include the following:

      i) N. Mulroy Road Construction

      ii) Buc-ee’s Boulevard ROW Construction

      iii) Public utility extensions

   C. The estimated costs of the CID Projects to be reimbursed by the District are set forth in the attached Exhibit D-1. The party or parties constructing the improvements 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").

3. Budget. The anticipated sources of funds to pay the costs, the anticipated terms of the sources of funds to pay the costs, and the estimated five-year budget are set forth in the attached Exhibit D-2.
EXHIBIT D-1
Estimated CID Project Costs

COTTLE'S RANGE CID
REIMBURSABLE PROJECTS COST

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<tr>
<th>N. MULROY CONSTRUCTION</th>
<th>COST</th>
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<tr>
<td>Mobilization, Clearing, and Demo</td>
<td>$ 587,039</td>
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<tr>
<td>New Construction</td>
<td>$ 1,504,736</td>
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<tr>
<td>Engineering, Materials Testing, CA</td>
<td>$ 251,013</td>
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<tr>
<td>Contingency</td>
<td>$ 313,766</td>
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BUC-EE'S BLVD - PUBLIC ROW

| Mobilization, Clearing, and Demo                 | $ 85,250 |
| New Construction                                 | $ 1,056,452 |
| Engineering, Materials Testing, CA               | $ 137,004 |
| Contingency                                      | $ 171,255 |

PUBLIC UTILITIES EXTENSIONS

| New Construction                                 | $ 329,125 |
| Engineering, Materials Testing, CA               | $ 39,495  |
| Contingency                                      | $ 49,369  |

Subtotal Project Construction                      $ 4,524,505
Interest Expense Allowance                         $ 575,495

TOTAL PROJECT COST BUDGET                         $ 5,100,000
EXHIBIT D-2
Five-Year Budget with Anticipated Sources of Funds and Terms of Sources of Funds

COTTLE’S RANGE CID
FIVE YEAR BUDGET

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<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<td><strong>Revenue</strong></td>
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<td>Sales Tax (0.625%)</td>
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<td>$191,250</td>
<td>$195,075</td>
<td>$198,977</td>
<td>$202,956</td>
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<td><strong>Expenses</strong></td>
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<td></td>
<td></td>
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<td>Construction Contract Payments</td>
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<td>Administrative Fee to City</td>
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<td>Project Principal Reduction</td>
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City Clerk Verification

Pursuant to Section 67.1401 to 67.1571 of the Revised Statues of Missouri (the “CID Act”), I, Anita J. Cotter, City Clerk of Springfield, Missouri, state the following:

1. A petition to establish the Cottle’s Range Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 14th day of April 2022.

2. I have reviewed the petition and have determined on April 28, 2022, 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: 4/28/22

Anita J. Cotter, CMC/MRCC
City Clerk
COOPERATIVE AGREEMENT
among the
CITY OF SPRINGFIELD, MISSOURI,
COTTLE’S RANGE COMMUNITY IMPROVEMENT DISTRICT
and
BUC-EE’S SPRINGFIELD, LLC
dated as of
__________________, 2022
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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT ("Agreement"), entered into as of this ____ day of ________________, 2022, among the CITY OF SPRINGFIELD, MISSOURI, a constitutional charter city and political subdivision of the State of Missouri (the “City”), the COTTLE’S RANGE COMMUNITY IMPROVEMENT DISTRICT, a Missouri community improvement district (the “District”), and BUC-EE’S SPRINGFIELD, LLC (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 March 24, 2022, the Developer filed the “Petition to Establish the Cottle’s Range Community Improvement District” (the “Petition”), which proposed formation of the District; and

WHEREAS, the City Council of Springfield, Missouri (the “City Council”), adopted Special Ordinance _______, which approved the Petition and established the District, on __________, 2022; and

WHEREAS, the Petition requires the District and the Developer to enter into an agreement with the City to provide for the collection and administration of the District revenues; the method of certifying reimbursable project costs; the payment of ongoing District operating costs; the disbursement of District revenues; and other rights, duties, and obligations of the District, City, and Developer for the operations of the District; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Projects, to impose the CID Sales Tax to pay for Reimbursable Project Costs and other costs relating to the administration of the District and the implementation of the CID Projects, and to enter into this Agreement for such purposes; and

WHEREAS, the City, the District, and the Developer desire to enter into this Cooperative agreement to set forth the Parties’ respective duties and obligations with respect to the administration, enforcement, and operation of the District;

NOW, THEREFORE, for and in consideration of 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:

“Agreement” shall mean this Cooperative Agreement, as may be amended from time to time in accordance with its terms.

“Administrative Fee” means the amount of the total CID Sales Tax Revenues that the City shall receive as compensation for performing the administrative duties of the District, including establishing the District, reviewing the District’s annual budgets and reports of the District required to be submitted to the City, and administering and accounting for the CID Sales Tax pursuant to Section 3.3 of this Agreement.

“Board” means the Board of Directors of the District.

“CID Act” means the Missouri Community Improvement District Act, Sections 67.1401, et seq., of the Revised Statutes of Missouri, as amended.

“CID Projects” means the services and public improvements within the District, eligible under the CID Act, that are provided for and constructed for, or in connection with, the District, as described in Exhibit B attached hereto.

“CID Sales Tax” means the sales and use tax levied by the District on taxable retail sales within the District’s boundaries, per Section 67.1545 of the CID Act, at a maximum rate of 0.625% as per the Petition.

“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” means the City of Springfield, Missouri, a constitutional charter city and political subdivision of the State of Missouri.

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

“Developer” means Buc-ee’s Springfield, LLC, a Delaware limited liability company.
“District” is the Cottle’s Range Community Improvement District, which includes all real property described in Exhibit A and set forth on the map on Exhibit A-1.

“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.

“Parties” or “Party” means the City, the District, and/or the Developer, as the context requires.

“Petition” means the Petition to Establish the Cottle’s Range Community Improvement District which the Developer filed with the City Clerk of the City on March 24, 2022.

“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 Projects, including the actual and reasonable costs of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded for the CID Projects that are constructed or undertaken by the Developer, plus all actual and reasonable costs to plan, finance, develop, design, and acquire the CID Projects, 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 Projects and all actual and reasonable costs for the oversight of the completion of the CID Projects;
(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 Projects 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 District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of 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. The District acknowledges that construction of the CID Projects is of significant value to the District, the property within the District, and the general public. The District finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) creating temporary and permanent jobs; (2) stimulating additional development in the area near the CID Projects; (3) increasing local and state tax revenues; and (4) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the District finds that the CID Projects conform to the purposes of the CID Act.
F. The District acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. District therefore covenants that it will enroll and actively participate in a federal work authorization program required by Section 285.530, RSMo, for public employers; that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

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 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.

E. The City acknowledges that construction of the CID Projects is of significant value to the City and the general public. The City finds and determines that the CID Projects will promote the economic welfare and the development of the City and the State of Missouri through: (1) creating temporary and permanent jobs; (2) stimulating additional development in the area near the CID Projects; (3) increasing local and state tax revenues; and (4) providing necessary public infrastructure improvements for the District and other surrounding development. Further, the City finds that the CID Projects conform to the purposes of the CID Act.
Section 2.3 Representations by the Developer.

The Developer represents that:

A. The Developer has all necessary power and authority to execute, 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, any member of the Developer, or the CID Projects, which litigation, proceedings, or investigations would in any manner challenge or adversely affect the existence of the Developer or the 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 of the terms and provisions of this Agreement, or that would materially affect the financial condition of the Developer.

D. The Developer is in compliance, in all material ways, 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.

E. The Developer acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Developer therefore covenants that it will not knowingly violate subsection 1 of Section 285.530, RSMo; that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work related to this Agreement; and that its employees are lawfully eligible to work in the United States.

ARTICLE 3: COLLECTION OF REVENUES

Section 3.1 Imposition of the CID Sales Tax.

The District may approve a resolution that, subject to the approval of the District's qualified voters, imposes the CID Sales Tax. The CID Sales Tax shall appear before the qualified voters by mail-in ballot pursuant to Section 67.1545 of the CID Act. If the ballot
measure passes, the District shall notify the Missouri Department of Revenue of the election results.

Section 3.2 Collection and Administration of the CID Sales Tax.

The CID Sales Tax shall 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.

Provided that the District adopts a resolution that imposes the CID Sales Tax (which is subject to qualified voter approval); the District shall also adopt a resolution that: (1) authorizes the City to perform all functions incident to the administration, enforcement, and operation of the CID Sales Tax to the extent not performed by the state; (2) authorizes the City to collect in lieu of state collection, if the Department of Revenue refuses to collect; and (3) prescribes any required forms and administrative rules and regulations for reporting and collecting the CID Sales Tax. 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.

The District shall receive the CID Sales Tax Revenue collected by the Department of Revenue, or collected by the City as provided herein. The District shall then deposit the CID Sales Tax Revenues directly into a special trust fund in accordance with Section 67.1545 of the CID Act. The Sales Tax Revenues shall be used to pay the City’s Administrative Fee, to reimburse the District for Operating Costs incurred by the District, and to reimburse the Developer for Reimbursable Project Costs incurred by the Developer, in the order of priority set forth in Section 3.6.

The District and the City shall have no obligation to reimburse the Developer for Project Costs until a Certificate of Completion and Reimbursable Project Costs 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.

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.

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 CID Sales Tax Revenues for its administration efforts with the District and for 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 of Payment of Administrative Fee signed by an officer of the District certifying that the payment amount is 1.5% of the CID Sales Tax revenues.
during that period. A sample Certificate of Payment of Administrative Fee is attached as Exhibit D.

B. If the City also collects the District Sales Tax, as set forth in Section 3.2, then the City shall receive a Collection Fee in the amount of one percent (1%) of the total District Sales Tax Revenues. Such Collection Fee shall be in addition to the Administrative Fee. Payment shall be on the same terms as described in Section 3.3.A, above.

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. The District shall approve the Operating Costs incurred by the City and shall reimburse the City for these costs.

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 an 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 effectuate the substitution of the City for the District in any such action, lawsuit or proceeding if the City shall so request. All actions taken by the City for enforcement and any legal proceeding filed by the City for enforcement and collection of the CID Sales Tax shall be treated as Operating Costs of the District.

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 of Completion and Reimbursable Project Costs, as defined in Section 4.3. After the City has approved a Certificate of Completion and Reimbursable Project Costs for the CID Projects, 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:

1. The District shall pay the City’s Administrative Fee and Collection Fee, if applicable, as set forth in Section 3.3.

2. The District shall pay Operating Costs of the District.

3. The District shall pay Developer’s Reimbursable Project Costs.

Section 3.7 Records of the CID Sales Tax Revenues.

The District shall keep accurate records of the CID Sales Tax Revenues, and copies of such records shall be made available to the City on a monthly basis. Any District records pertaining to the CID Sales Tax Revenues 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.

Upon the occurrence of the earlier of the following: (1) the Developer has been fully reimbursed for the Reimbursable Project Costs incurred by the Developer, and the District has satisfied all District obligations; or (2) twenty (20) years following the adoption of the ordinance establishing the District, unless this time period is extended by the mutual agreement of all Parties, the District shall implement the procedures in the CID Act for repeal of the CID Sales Tax and abolishment of the District.

The District shall not implement the procedures in the CID Act for repeal or modification of the CID Sales Tax if: (1) any CID Sales Tax Revenues are 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:

1. Pay the City’s Administrative Fee and Collection Fee, if applicable, to which it is entitled in accordance with this Agreement.

2. Pay all outstanding Operating Costs to the District.

3. Pay all unpaid Reimbursable Project Costs to the Developer.
4. Retain any remaining CID Sales Tax Revenues 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 PROJECTS

Section 4.1 Design and Construction of CID Projects.

As allowed by the CID Act, the District’s role is solely to fund and assist in the funding of the CID Projects and the Operating Costs. The CID Projects shall be designed and constructed solely by or at the direction of Developer, and the District shall have no obligation to design or construct the CID Projects. The CID Projects shall be designed and constructed on a schedule to be determined by the Developer, in accordance with all applicable City codes and ordinances and associated plans and specifications 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 Projects. The Developer shall indemnify and hold harmless the City for any damage resulting from failure of either the Developer or the District or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws.

Section 4.2 Financing the CID Projects.

The Developer shall provide or secure the financing of the CID Projects. The District shall be allowed and is authorized to issue and incur 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 Projects.

Section 4.3 Certificate of Completion and Reimbursable Project Costs.

Upon completion of the CID Projects, the Developer shall submit a Certificate of Completion and Reimbursable Project Costs using the form attached as Exhibit C. The Developer shall provide itemized invoices, receipts, or other information to confirm that any such cost was so incurred and does so qualify. Upon receipt of the Certificate of Completion and Reimbursable Project Costs and associated documentation, the City shall have 60 days to review these items and either approve or disprove the Certificate of Completion and Reimbursable Project Costs. If the City determines that the CID Projects, or an applicable portion of any of the CID Projects, have 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 of Completion and Reimbursable Project Costs and the amounts stated therein for payment. If the CID Projects, or an applicable portion of any of the CID Projects, are not complete, then the City shall not approve the Certificate of Completion and Reimbursable Project Costs and the amounts stated therein for payment, and it shall specify in writing within sixty (60) days after receiving Developer’s Certificate of Completion and Reimbursable Project Costs the reason(s) for withholding its approval.
the City withholds approval, the Developer or the Board may request a hearing to challenge the City's determination. 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.**

Title to the CID Projects shall at all times be vested in the name of the Developer, the City, or another appropriate entity. The District shall have no ownership of CID Projects that are dedicated to the City. The District shall not be responsible for maintenance of such CID Projects that are dedicated to, and accepted by, the City. The Developer or the District shall be responsible for obtaining and maintaining insurance for the design, construction, operation, and maintenance of the CID Projects in such form and amounts as required by applicable City or state law.

**Section 4.5 Annual Budget.**

The fiscal year for the District shall be the same as the fiscal year of the City.

The budget for the District's first fiscal year shall be prepared and submitted to the City Council within ninety (90) days after execution of this Agreement.

For each subsequent fiscal year of the District, the Board 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 annual budget for the upcoming fiscal year to the City Council. Each budget for the District shall be prepared in accordance with all applicable state statutes, including Section 67.1471 RSMo., as amended. The City Council may review the proposed budget and provide comments to the Board, which comments shall be submitted in writing no later than sixty (60) days prior to the first day of the relevant fiscal year. Such comments shall not constitute requirements but shall only be recommendations. The Board shall consider the City Council's comments, if any, and it may amend the proposed budget accordingly if it so chooses. The Board shall adopt the annual budget no later than thirty days (30) prior to the first day of the fiscal year.

**Section 4.6 New CID Projects.**

The District may use CID Sales Tax Revenues, as such revenues are available, to pay Reimbursable 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 new CID Projects aside from those which are shown in Exhibit B, and in the amount shown in Exhibit B, 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 District.

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. The District shall make its books and records available to the City and shall 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 Springfield City Clerk and the Missouri Department of Economic Development stating the services provided, revenues collected, and expenditures made by the District during such fiscal year; stating the dates the District adopted its annual budget, submitted its proposed annual budget to the City Council, and submitted its annual report to the City Clerk; and including 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, Operating Costs, 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 District 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 Developer, 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 Cottle’s Range Community Improvement District (“District”) created by Springfield, Missouri (the “City”), and that the District may impose a sales and use tax on all retail sales made in the District which are subject to taxation pursuant to RSMo. §§ 144.010 to 144.525, which will be applied toward the costs of services or...
improvements for the District. If the District imposes a sales and use tax, Tenant shall forward to the District and 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 shall prominently display the rate of the sales tax imposed or increased at the cash register area. 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.

B. Developer shall insert in any document transferring any interest in real property within the District, including a mortgage or deed of trust, the following, and shall cause any transferee to insert language reasonably similar to the following, and shall have such document signed by the transferee indicating acknowledgement and agreement to the following:

**Community Improvement District:** Grantee acknowledges and consents that the property is a part of the Cottle’s Range Community Improvement District (“District”) created by Springfield, Missouri (the “City”), and that the District may impose a sales and use tax on eligible retail sales contained within the District which will be applied toward the costs of services or improvements for the District. If the District imposes a sales and use tax, Grantee shall forward, or shall cause any applicable tenant of Grantee to forward, to the District and the City copies of its 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. Grantee 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.

C. 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 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.

D. Developer shall enforce the lease/sales contract obligation set forth in this Section and shall require any purchasers, lessees, or other transferees or possessors of the property within the District, to provide to the District and the City a copy of their Missouri sales tax receipts and filings 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 Projects, or any portion thereof, which the Developer is or becomes obligated to the City to construct pursuant to any City Code provision or Ordinance, do 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 Projects 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 Exhibit C 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:

1. 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

2. 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. Limitation of Damages.

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 require and compel duties and obligations required by the provisions of this Agreement. Additionally, notwithstanding anything to the contrary in this Agreement, the City and District expressly releases Developer from any claims for speculative, indirect, consequential, or punitive damages arising from a breach 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. Any Party 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 it is fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

Section 7.2 Immunities, Release, and Indemnification.

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.

The Developer shall defend, indemnify, and hold harmless the City and the District, their officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against any and all claims arising out of or resulting from any act, error, omission, or intentional act of the Developer or its agents, employees, or subcontractors, to the extent conducted pursuant to this Agreement and/or in connection with the ownership, design, development, redevelopment, use or occupancy of the property within the District or a portion thereof and the CID Projects, except to the extent such claims are attributable to negligence or willful misconduct of the City or the District.

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 and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue shall be proper only in the Circuit Court of Greene County, 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 Notices

Notices required by this Agreement shall be deemed given if deposited in United States mail, first class, postage prepaid, or with a reputable overnight carrier and address as specified below, or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other Parties.

City
City of Springfield
ATTN:
840 N. Boonville Ave.
Springfield, MO 65802
Section 7.6 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 7.7 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 7.8 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 7.9 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

By: ____________________________  
City Manager

APPROVED AS TO FORM:

______________________________  
City Attorney or designee
COTTLE'S RANGE COMMUNITY
IMPROVEMENT DISTRICT

By: ___________________________
Name: ___________________________
Title: ___________________________

ATTEST

By: ___________________________

19
BUC-EE’S SPRINGFIELD, LLC

By:________________________
Name:
Title:

ATTEST

By:________________________
EXHIBIT A

LEGAL DESCRIPTION OF DISTRICT

BEING PART OF THE EAST ONE HALF OF LOT TWO AND THREE IN THE NORTHWEST FRACTIONAL QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S 1° 36’ 44" W, ALONG THE EAST LINE THE WEST ONE HALF, A DISTANCE OF 415.20 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S 1° 36’ 44" W, ALONG SAID EAST LINE, A DISTANCE OF 859.88 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF U.S. INTERSTATE HIGHWAY NO. 44 AS NOW ESTABLISHED; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY FOR THE NEXT THREE COARSES; S 67° 02’ 40" W, A DISTANCE OF 285.21 FEET; THENCE S 69° 04’ 09" W, A DISTANCE OF 396.63 FEET. THENCE S 89° 21’17” W, A DISTANCE OF 538.36 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF NORTH MULROY ROAD AS ESTABLISHED BY A WARRANTY DEED GRANTED TO THE MISSOURI HIGHWAY COMMISSION FOR ROUTE 744 RIGHT-OF-WAY AS SET OUT IN BOOK 2068, AT PAGE 27, RECORDER’S OFFICE, GREENE COUNTY, MISSOURI; THENCE CONTINUING S 89° 21’17” W, A DISTANCE OF 356.06 FEET TO THE WESTERLY RIGHT-OF-WAY OF NORTH MULROY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FOR THE NEXT 4 COARSES; N 40° 27’ 15” E, A DISTANCE OF 83.50 FEET; THENCE N 6° 45’ 53” E, A DISTANCE OF 781.42 FEET; THENCE N 18° 23’ 42” E, A DISTANCE OF 75.29 FEET; THENCE N 1° 24’ 15” E, A DISTANCE OF 291.66 FEET; THENCE S 86° 34’ 12” E, A DISTANCE OF 368.25 FEET; THENCE N 1° 29’ 38” E, A DISTANCE OF 2.40 FEET; THENCE S 86° 34’ 12” E, A DISTANCE OF 1008.49 FEET BACK TO THE POINT OF BEGINNING.

CONTAINING 35.92 ACRES MORE OR LESS.
EXHIBIT B

DESCRIPTION AND ESTIMATED COSTS OF CID PROJECTS

A. Services. The services that may be performed by the District include the following:

i) Administering construction of the Improvements to completion

ii) Maintaining and repairing the Improvements upon completion

iii) Providing ongoing administrative, legal, and accounting services to satisfy the annual compliance and reporting requirements of the District

B. Improvements. The improvements that may be performed by the District include the following:

i) N. Mulroy Road Construction

ii) Buc-ee’s Boulevard ROW Construction

iii) Public utility extensions

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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, Cottle’s Range Community Improvement District

Re: Completion and Certification of 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 Cottle’s Range 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 Projects, 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 of the CID Projects.

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 Projects.

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 of Completion and Reimbursable Project Costs 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 of Completion and Reimbursable Project Costs as appropriate stages of the CID Projects are completed, and the City shall consider and approve each Certificate of Completion and Reimbursable Project Costs 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____.

BUC-EE’S SPRINGFIELD, LLC

By: ________________________________
Name: ________________________________
Title: ________________________________

Approved:

CITY OF SPRINGFIELD, MISSOURI,
agent for the Cottle’s Range 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 CID Sales Tax in the amount of one and one-half percent (1.5%) of the total CID 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 CID 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 CID Sales Tax revenues during that period.

Dated this _____ day of ______________, 20__.  

COTTLE’S RANGE COMMUNITY IMPROVEMENT DISTRICT

By: ______________________________
Name: ____________________________
Title: ____________________________

Payment accepted this ____ day of __________, 20____:

CITY OF SPRINGFIELD, MISSOURI,

By: ______________________________
Name: ____________________________
Title: ____________________________