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P. Hrngs.     X      
Pgs.     55      
Filed:     03-20-18    

Sponsored by:     Simpson    

First Reading:     March 26, 2018    

Second Reading:     April 9, 2018    

COUNCIL BILL     2018-074    

SPECIAL ORDINANCE     27019    

AN ORDINANCE

1 APPROVING a petition to establish the Southern Hills Community Improvement  
2 District; authorizing the City Manager, on behalf of the City, to execute  
3 a Cooperative Agreement between the City of Springfield and the  
4 Southern Hills Community Improvement District; and directing the City  
5 Clerk to notify the Missouri Department of Economic Development  
6 and the Greene County Clerk of the creation of said District. (Staff  
7 recommends approval.)  
8  
9

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

15 WHEREAS, on February 1, 2018, a petition ("Petition") for the establishment of  
16 the Southern Hills Community Improvement District (the "District") was filed with the City  
17 Clerk; and  
18

19 WHEREAS, the City Clerk verified that the Petition substantially complied with  
20 the CID Act, and a public hearing was set with all proper notices being given in  
21 accordance with the CID Act and other applicable laws; and  
22

23 WHEREAS, City Council held a public hearing on March 26, 2018, at which time  
24 and place all persons interested in the formation of the District, were allowed an  
25 opportunity to speak.  
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
28 SPRINGFIELD, MISSOURI, as follows, that:  
29

30 Section 1 – The Southern Hills Community Improvement District ("District") is  
31 hereby created within the City of Springfield, Missouri, as a political subdivision of the  
32 State of Missouri, having the powers and purposes set forth in the Petition, the original  
33 of which is on file with the City Clerk, and a partial copy of which is attached hereto and

34 incorporated herein by reference as "Exhibit 1." The District shall include the  
35 contiguous tracts of real estate described in the attached Petition and shall be governed  
36 by a board of directors. Members shall be appointed by the Mayor of the City of  
37 Springfield, Missouri, and confirmed by the City Council of the City of Springfield,  
38 Missouri, and shall have the authority to levy assessments and impose a real property  
39 tax in amounts not to exceed the rates set forth in the Petition.

40  
41 Section 2 – The existence of the District shall automatically terminate if the  
42 District has not, within six months of the final approval of this Ordinance, duly approved  
43 and executed a binding cooperative agreement with the City, in substance and form  
44 acceptable to the City Attorney, and substantially in conformance with the agreement  
45 attached hereto as "Exhibit 2" and incorporated herein by this reference ("Cooperative  
46 Agreement").

47  
48 Section 3 – The City Manager, or his designee, is hereby authorized to enter into  
49 the Cooperative Agreement, and to take any necessary steps to reasonably comply with  
50 the terms and intent of this Ordinance.

51  
52 Section 4 - The City Clerk is hereby directed to prepare and file with the Missouri  
53 Department of Economic Development the required reports specified in the Community  
54 Improvement District Act, and to further notify the Office of the Greene County Clerk of  
55 the District's petition and establishment.

56  
57 Section 5 - Officers of the City are hereby authorized and directed to execute all  
58 documents and take such actions as they may deem necessary and advisable in order  
59 to carry out and perform the purposes of this Ordinance and to make ministerial  
60 alterations, changes, or additions to the foregoing documents herein approved,  
61 authorized, and confirmed which they may approve and the execution of such action  
62 shall be conclusive evidence of such necessity and advisability.

63  
64 Section 6 - This Ordinance shall be in full force and effect from and after its  
65 passage.

66  
67 Passed at meeting: April 9, 2018

68  
69   
70 \_\_\_\_\_  
71 Mayor

71  
72 Attest:  \_\_\_\_\_, City Clerk  
73

74 Filed as Ordinance: April 9, 2018

75  
76 Approved as to form:  \_\_\_\_\_, Assistant City Attorney

77  
78 Approved for Council action:  \_\_\_\_\_, City Manager

## EXPLANATION TO COUNCIL BILL 2018- 074

FILED: 03-20-18

ORIGINATING DEPARTMENT: Planning and Development

**PURPOSE:** To adopt a petition to establish the Southern Hills Community Improvement District; authorizing the City Manager, on behalf of the City, to execute a Cooperative Agreement between the City of Springfield, and the Southern Hills Community Improvement District, and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the creation of the District. (Staff recommends approval.)

**BACKGROUND INFORMATION:** Southern Hills is a predominately single-family residential neighborhood in southeast Springfield that was developed primarily between the late 1950's and the early 1970's. Located within the center of the neighborhood are three man-made water features or lakes that were constructed concurrent with the initial neighborhood development. Typically, such amenities are platted as common area in conjunction with the surrounding properties, and they are maintained by a property owners' association. However, in this case, the lakes were instead held by a corporation controlled by the neighborhood's developer. The lakes have not had regular maintenance since their construction

Over the past several decades, the lakes have begun to fill with sediment, thus reducing water depths and enabling excessive growth of algae and other aquatic vegetation. This has resulted in degraded function and appearance of the lakes and noxious odors, which drift into the surrounding neighborhood during certain times of the year. Much of the problem has been limited to the upper and middle lakes. However, without proper maintenance, it is expected to intensify and eventually affect all three lakes.

In late 2016, a group of concerned property owners in the Southern Hills neighborhood began to organize a long-term solution to this problem. The solution involved soliciting private donations to hire a dredging company to remove decades of accumulated sediment from the lakes, as well as proposing the establishment of a community improvement district that will acquire the lakes and fund on-going maintenance.

This group of Southern Hills neighbors 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 Southern Hills Community Improvement District. The proposed District consists of approximately 268.5 acres in the Southern Hills Neighborhood surrounding the three neighborhood lakes. It is generally bounded by East Lamonta Street to the North; East Rocklyn Road to the South; South Catalina Avenue, South Inglewood Road, and South Edgewood Drive to the East; and South Meadowview Avenue, East Southern Hills Boulevard, and the BNSF railroad to the West. 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

seven-member board of directors who shall be appointed by the Mayor with the consent of City Council.

The District will have the power to levy property taxes on real property at a maximum rate of 29 cents (\$0.2900) per \$100 of assessed valuation. Such tax shall be subject to the approval of the registered voters in the District by a mail-in ballot election administered by the Greene County Clerk. If approved, the District will use the revenues from the property tax to acquire, improve, and maintain the three lakes within its boundaries. Funded improvements and maintenance activities include, but are not limited to, the following:

- Water quality testing;
- Annual measurements of sediment;
- Annual treatments to control algae growth and other unwanted plant life;
- Future dredging operations to remove excess sediment;
- Water features/structures (e.g. fountains) as needed to control algae growth and noxious odors;
- Landscaping and mowing of public areas adjacent to the lakes;
- District signage; and,
- Maintaining liability insurance on District-owned properties (e.g. the three lakes).

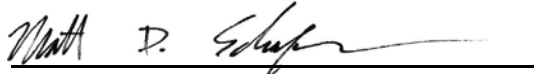
State law requires the Petition to contain the signatures of property owners collectively owning more than 50 percent of real property by assessed value and by more than 50 percent per capita of all owners of real property inside the District. The City Clerk has certified that the Petition meets those requirements. It contains the signatures of 61.10 percent (212 out of 347) of the real property owners in the District, whom collectively own 67.32 percent of the total assessed value of real property inside the District.

The Cooperative Agreement between the City of Springfield and the Southern Hills Community Improvement District will stipulate the administration of District revenues, a method for certifying certain reimbursable costs, payment of ongoing District operating costs, disbursement of District revenue, and other rights, duties, and obligations of the District and the City for the operations of the District. The Agreement will not impose an administrative fee.

REMARKS: The proposed Southern Hills Community Improvement District will provide a stable and long-term source of funding for maintaining the three neighborhood lakes at no cost to citizens outside the District boundaries.

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

Submitted by:

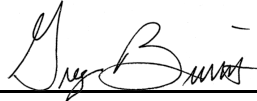


Matt D. Schaefer, AICP  
Senior Planner

Approved by:



Mary Lilly Smith  
Director, Planning and Development



Greg Burris  
City Manager

**Exhibit 1**

**PETITION TO ESTABLISH THE  
SOUTHERN HILLS  
COMMUNITY IMPROVEMENT DISTRICT**

Springfield, Greene County, Missouri

Submitted February 1, 2018

**CLERK'S RECEIPT OF PETITION**

This Petition to establish the Southern Hills Community Improvement District was filed in the office of the City Clerk of Springfield, Missouri on the 1<sup>st</sup> day of February, 2018.

[SEAL]



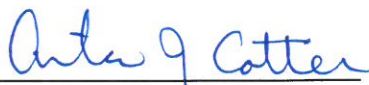
Anita J. Cotter  
Anita J. Cotter, CMC/MRCC  
City Clerk

**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 Southern Hills Community Improvement District was filed with my office on February 1, 2018.
2. I have reviewed the petition and have determined on February 23, 2018, 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: 2/23/18

  
Anita J. Cotter, CMC/MRCC  
City Clerk



**PETITION TO ESTABLISH THE  
SOUTHERN HILLS 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 Southern Hills 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 Southern Hills 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.

**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 Owners 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 “Southern Hills Community Improvement District.”

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

Notice has been provided to all Owners signings 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.

**4. Five-Year Plan.**

A five-year plan stating a description of the purposes of the District, the services it will provide, the improvements it will make, and an estimate of costs of these services and improvements to be incurred 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 seven (7) 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.

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.

The Owners hereby propose the following slate of Directors:

<b>Director Seat</b>	<b>Name</b>	<b>Term</b>
1	John Heitz	2 Years
2	Jeff Fenwick	4 Years
3	Carl Price	2 Years
4	Justin Foss	4 Years
5	Gail Noggle	2 Years
6	Denise Heintz	4 Years
7	Jane Earhart	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. 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.

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, and the City Council shall consent by resolution to the appointment; 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.

**8. Total Assessed Value.**

As of the date of submittal, the total assessed value of all real property located within the District is \$13, 889,960.

**9. Determination of Blight.**

The District does not seek a determination of blight.

**10. Life of District.**

Subject to the provisions of Section 13 of this Petition, the District will exist and function for a period of twenty-five (25) years following the effective date of the ordinance establishing the District.

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

**A. License and Real Estate Taxes.**

The District may impose a real property tax at a maximum rate of \$0.2900 per one hundred dollars (\$100) of assessed valuation to fund the CID projects and related expenses as described in Exhibit D.

**B. Sales and Use Taxes.**

The District will not impose a sales and use tax.

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

The District will not impose special assessments.

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

Within six (6) months following the establishment of the District and prior to funding eligible project costs, the District and the City 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 revenue, and other rights, duties, and obligations of the District and the City 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 law.

**15. Limitations on Revenue Generation.**

The parties who have executed this Petition do not desire to establish any limitations on the revenue generation of the District.

**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, R.S.Mo., and acknowledges that such meetings shall be open to the public.

**18. Request for Ordinance Establishing District.**

The parties who have executed this Petition respectfully request the City Council of the City of Springfield, Missouri to establish the District in accordance with this document.

**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]*



**EXHIBIT A**  
**District Legal Description**

A PORTION OF SOUTHERN HILLS OF SPRINGFIELD, AND ADJOINING LANDS, AS SHOWN ON THE RECORDED PLATS THEREOF:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 29, RANGE 21, IN GREENE COUNTY, MISSOURI;

THENCE NORTH A DISTANCE OF 1084.43 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTHERN HILLS BOULEVARD;

THENCE EASTERLY A DISTANCE OF 83.93 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK S IN BLOCKS P, Q, R, S, T, U AND V IN SOUTHERN HILLS OF SPRINGFIELD, FOR A POINT OF BEGINNING;

THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTHERN HILLS BOULEVARD, A DISTANCE OF 1,227.80 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK U;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTHWEST CORNER OF LOT 12 OF BLOCK M;

THENCE NORTHERLY A DISTANCE OF 241.75 FEET ALONG THE WEST LINE OF LOTS 12 & 11 OF BLOCK M TO THE MOST WESTERN CORNER OF SAID LOT 11;

THENCE NORTHERLY A DISTANCE OF 420 FEET ALONG THE WEST LINE OF LOTS 11 THRU 8 OF BLOCK M TO THE POINT OF DEFLECTION IN THE WEST LINE OF SAID LOT 8;

THENCE NORTHERLY A DISTANCE OF 290 FEET ALONG THE WEST LINE OF LOTS 8 THRU 6 OF BLOCK M TO THE POINT OF DEFLECTION IN THE WEST LINE OF SAID LOT 6;

THENCE NORTHERLY A DISTANCE OF 358.5 FEET ALONG THE WEST LINE OF LOTS 6 THRU 3 OF SAID BLOCK M TO THE NORTHWEST CORNER OF SAID LOT 3, WHICH LIES ON THE SOUTH RIGHT-OF-WAY LINE OF UTICA TERRACE;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTH WEST CORNER OF LOT 17 OF BLOCK L;

THENCE NORTHERLY A DISTANCE OF 289.65 FEET ALONG THE WEST LINE OF LOTS 17 THRU 19 OF SAID BLOCK L TO THE NORTHWEST CORNER OF SAID LOT 19;

THENCE EASTERLY A DISTANCE OF 155.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 19 WHICH LIES ON THE WEST RIGHT-OF-WAY LINE OF MEADOWVIEW AVENUE;

THENCE EASTERLY A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK O;

THENCE EASTERLY A DISTANCE OF 585.7 FEET TO THE NORTHWEST CORNER OF LOT 6 OF BLOCK O;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK W;

THENCE NORTHERLY A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 IN SAID BLOCK W;

THENCE EASTERLY A DISTANCE OF 167.5 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 IN SAID BLOCK W;

THENCE NORTHERLY A DISTANCE OF 164.3 FEET ALONG THE WEST LINE OF LOT 1 IN SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE EASTERLY A DISTANCE OF 130 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE EASTERLY A DISTANCE OF 161 FEET TO THE NORTHEAST CORNER OF LOT 9 IN BLOCK X;

THENCE EASTERLY A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK X;

THENCE EASTERLY A DISTANCE OF 473.5 FEET ALONG THE NORTH LINE OF LOTS 8 THRU 6 OF SAID BLOCK X TO THE NORTHEAST CORNER OF SAID LOT 6;

THENCE SOUTHEASTERLY A DISTANCE OF 9.15 ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF LOT 8 IN SOUTHERN HILLS PLACE, A SUBDIVISION IN SAID CITY OF SPRINGFIELD;

THENCE EASTERLY A DISTANCE OF 215.21 TO THE NORTH-NORTHEAST CORNER OF SAID LOT 8 IN SOUTHERN HILLS PLACE SUBDIVISION;

THENCE SOUTHEASTERLY A DISTANCE OF 49.81 FEET TO THE MOST EASTERN CORNER OF SAID LOT 8;

THENCE SOUTHWEST A DISTANCE OF 47.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE NORTHERN MOST CORNER OF LOT 4 IN THE AFOREMENTIONED BLOCK X;

THENCE SOUTHEAST A DISTANCE OF 476.6 FEET ALONG THE EAST LINES OF LOTS 4 THRU 1 IN SAID BLOCK X TO THE EASTERN MOST CORNER OF LOT 1 IN SAID BLOCK X;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTH EAST CORNER OF LOT 1 OF BLOCK Y;

THENCE SOUTHEASTERLY A DISTANCE OF 386.3 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 OF SAID BLOCK Y TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK Y;

THENCE SOUTHEASTERLY A DISTANCE OF 140 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 320 FEET ALONG THE EAST LINE OF LOTS 5 THRU 7 TO THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK Y;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 8 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 245.0 FEET ALONG THE EAST LINE OF LOTS 8 & 9 OF SAID BLOCK Y TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 227.5 FEET ALONG THE EAST LINE OF LOT 10 OF SAID BLOCK Y TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 451.8 ALONG THE SOUTHEASTERN LINE OF LOTS 1 THRU 3 OF SAID BLOCK GG TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID BLOCK GG;

THENCE SOUTHERLY A DISTANCE OF 100.5 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 OF BLOCK GG;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK HH;



THENCE SOUTHERLY A DISTANCE OF 305.3 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 OF SAID BLOCK HH TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK "I-I";

THENCE SOUTHERLY A DISTANCE OF 315.0 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 IN SAID BLOCK "I-I" TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE WESTERLY A DISTANCE OF 160.91 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ALPINE DRIVE TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE WESTERLY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK PP;

THENCE SOUTHERLY A DISTANCE OF 52.84 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK SS;

THENCE SOUTHERLY A DISTANCE OF 132.92 FEET ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID CATALINA AVENUE TO THE NORTHWEST CORNER OF BLOCK "Y-Y";

THENCE SOUTHERLY A DISTANCE OF 132.35 FEET ALONG THE WEST LINE OF SAID BLOCK "Y-Y" SOUTHERN HILLS OF SPRINGFIELD SUBDIVISION AND WEST RIGHT-OF-WAY OF SAID CATALINA AVENUE TO THE NORTHEAST CORNER OF LOT 13 IN GLENDALE ESTATES, A SUBDIVISION IN SAID CITY OF SPRINGFIELD;

THENCE WESTERLY A DISTANCE OF 248.1 FEET ALONG THE NORTH LINE OF SAID GLENDALE ESTATES SUBDIVISION TO THE MIDDLE SOUTH CORNER OF LOT 3 OF BLOCK SS;

THENCE WESTERLY A DISTANCE OF 82.1 FEET ALONG THE SOUTH LINE OF LOTS 3 AND 4 OF SAID BLOCK SS TO THE NORTHWEST CORNER GLENDALE ESTATES SUBDIVISION;

THENCE SOUTHERLY A DISTANCE OF 388.3 FEET ALONG THE EAST LINE OF LOTS 4 THRU 8 OF SAID BLOCK SS TO THE ANGLE POINT IN THE EAST LINE OF LOT 8 OF SAID BLOCK SS;

THENCE SOUTHWESTERLY A DISTANCE OF 144 FEET ALONG THE EAST LINE OF SAID LOT 8 AND LOT 9 IN SAID BLOCK SS TO THE ANGLE POINT IN THE EAST LINE OF LOT 9 IN SAID BLOCK SS;

THENCE SOUTHERLY A DISTANCE OF 161.6 FEET ALONG THE EAST LINE OF SAID LOT 9 AND LOT 10 IN SAID BLOCK SS TO THE EAST-SOUTHEAST CORNER OF LOT 10 IN SAID BLOCK SS;

THENCE SOUTHWESTERLY A DISTANCE OF 85 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 10 AND LOT 11 IN SAID BLOCK SS TO THE SOUTH-SOUTHEAST CORNER OF LOT 11 IN SAID BLOCK SS;

THENCE NORTHWESTERLY A DISTANCE OF 449.10 FEET ALONG THE SOUTH LINE OF LOTS 11 THRU 14 OF SAID BLOCK SS TO THE SOUTHWEST CORNER OF SAID LOT 14;

THENCE SOUTHERLY A DISTANCE OF 541.87 FEET ALONG THE EAST LINE OF LOTS 1 THRU 5 OF BLOCK WW TO THE SOUTHEAST CORNER OF SAID LOT 5;

THENCE WESTERLY A DISTANCE OF 139 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID BLOCK WW;

THENCE WESTERLY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID BLOCK UU;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK VV IN SAID SUBDIVISION;

THENCE SOUTHERLY A DISTANCE OF 155 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF BLOCK VV;

THENCE WESTERLY A DISTANCE OF 821.12 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK VV;

THENCE NORTHWESTERLY A DISTANCE OF 165 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAID BLOCK VV;

THENCE NORTHWESTERLY A DISTANCE OF 690 FEET ALONG THE EAST LINE RIGHT-OF-WAY LINE OF THE CHADWICK BRANCH RAILROAD TO THE SOUTHEAST CORNER OF LOT 35 IN THE AMENDED PLAT OF BLOCK "S", SAID CORNER BEING 130.0' EAST AND 102.5' NORTH OF THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 29, RANGE 21;

THENCE NORTHWESTERLY A DISTANCE OF 976.5 FEET ALONG THE WEST LINE OF LOTS 35, 34, 31 & 30 OF SAID AMENDED BLOCK OF BLOCK "S", AND THE EAST LINE OF SAID CHADWICK BRANCH RAILROAD TO THE SOUTHEAST CORNER OF LOT 8 OF BLOCK S;

THENCE NORTHERLY A DISTANCE OF 994.7 FEET ALONG THE WEST LINE OF LOTS 8 THRU 1 AND THE EAST LINE OF SAID CHADWICK BRANCH RAILROAD BACK TO THE POINT OF BEGINNING.

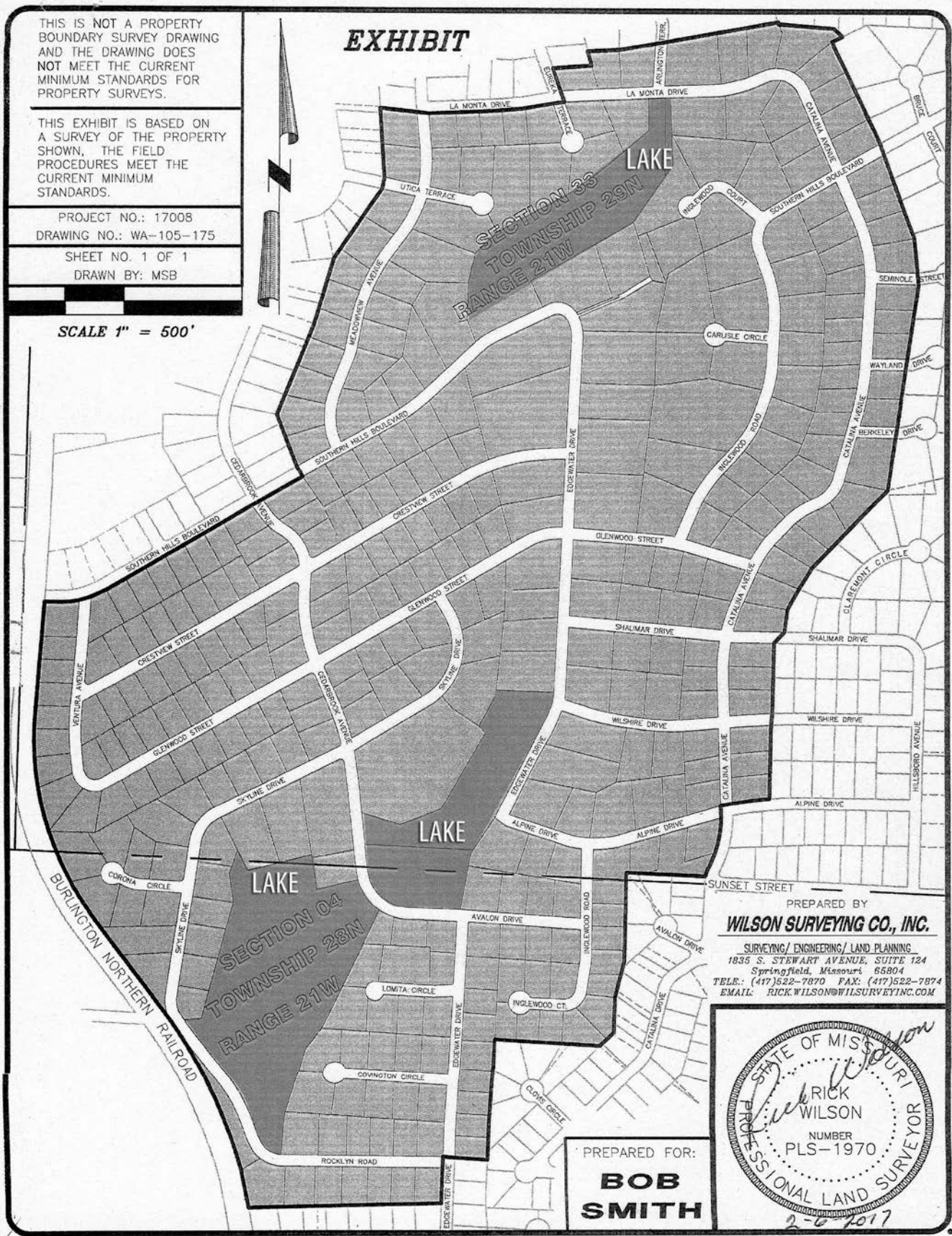
CONTAINING APPROXIMATELY 11,529,337 SQ. FT. (265 ACRES) AND ALL BEING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER & THE WEST HALF OF THE SOUTHEAST QUARTER & THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 29, RANGE 21 AND THE NORTHWEST OF SECTION 4, TOWNSHIP 28, RANGE 21, WITHIN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.



2-8-2017

# EXHIBIT B

## Map of District Boundaries and Lake Locations



THIS IS NOT A PROPERTY BOUNDARY SURVEY DRAWING AND THE DRAWING DOES NOT MEET THE CURRENT MINIMUM STANDARDS FOR PROPERTY SURVEYS.

THIS EXHIBIT IS BASED ON A SURVEY OF THE PROPERTY SHOWN, THE FIELD PROCEDURES MEET THE CURRENT MINIMUM STANDARDS.

PROJECT NO.: 17008  
 DRAWING NO.: WA-105-175  
 SHEET NO. 1 OF 1  
 DRAWN BY: MSB

SCALE 1" = 500'

**EXHIBIT**

**SECTION 33  
 TOWNSHIP 29N  
 RANGE 21W**

**SECTION 04  
 TOWNSHIP 28N  
 RANGE 21W**

PREPARED BY  
**WILSON SURVEYING CO., INC.**  
 SURVEYING/ ENGINEERING/ LAND PLANNING  
 1835 S. STEWART AVENUE, SUITE 124  
 Springfield, Missouri 65804  
 TELE: (417)522-7870 FAX: (417)522-7874  
 EMAIL: RICK.WILSON@WILSONSURVEYING.COM

PREPARED FOR:  
**BOB  
 SMITH**



**EXHIBIT C**  
**List of Owners of Real Property within District**

PIN	Property Address	Owner	Assessed Value (2016)
881233106114	3011 E LAMONTA DR	PROCK, MICHAEL L	\$ 63,400
881233106115	3029 E LAMONTA DR	NICHOLS, RICHARD L	\$ 33,650
881233106116	3041 E LAMONTA DR	CHANCELLOR, LINDA H TRUSTEE	\$ 52,270
881233106118	2104 S CATALINA AVE	PREVITI, VINCENT A	\$ 27,820
881233106119	2118 S CATALINA AVE	KELLY, BRIAN M	\$ 34,410
881233106120	2128 S CATALINA AVE	BLOMGREN, DAN E ETAL TR	\$ 27,190
881233106177	3051 E LAMONTA DR	FREDRICK, WAYNE	\$ 49,770
881233106193	2130 S CATALINA AVE	BREDESEN, KARSTEN A JR TR	\$ 32,930
881233107001	2119 S CATALINA AVE	BERGMANN, BECKY SUSAN TR	\$ 34,890
881233107002	3030 E LAMONTA DR	BRYANT, EARL D	\$ 33,840
881233107003	3016 E LAMONTA DR	GRIFFITH, KWEN D	\$ 42,240
881233107004	E LAMONTA DR	BAKER SMITH JONES INC	\$ -
881233107005	3023 E INGLEWOOD CT	SIFFORD, DAVID L	\$ 64,600
881233107006	3007 E INGLEWOOD CT	GREER, ERIN K	\$ 71,710
881233107008	2207 S INGLEWOOD RD	DAHLGREN, STEPHEN	\$ 55,730
881233107009	3020 E INGLEWOOD CT	PAULE FAMILY TR (DONALD/AUDREY)	\$ 68,000
881233107010	3035 E INGLEWOOD CT	TOKARCZYK, LEO A & ANITA K TRUST	\$ 84,590
881233107011	3065 E SOUTHERN HILLS BLVD	MONROE, PHILLIP L	\$ 31,640
881233107012	2121 S CATALINA AVE	GINTZ, STEPHEN	\$ 49,100
881233107013	3012 E INGLEWOOD CT	PEARCY, MICHAEL L	\$ 77,870
881233108001	3066 E SOUTHERN HILLS BLVD	MORRISON, PATRICK H	\$ 44,610
881233108002	2206 S INGLEWOOD RD	STEIGER, JACK ETAL FAMILY TRUST	\$ 48,940
881233108003	2177 S CATALINA AVE	ATWELL, JAN M TRUSTEE	\$ 26,570
881233108004	2161 S CATALINA AVE	DAVIES, RON	\$ 27,230
881233109011	2188 S CATALINA AVE	COOK, JEREMY	\$ 26,300
881233109012	2178 S CATALINA AVE	BRADER, TERRIE LEE SMILLIE	\$ 25,570
881233109013	2168 S CATALINA AVE	NELMS, GARY T	\$ 23,500
881233109014	2158 S CATALINA AVE	MASSEY, RUTH	\$ 26,600
881233201041	2060 S EUREKA TER	YOUNG, MICHAEL T	\$ 21,610
881233201042	2941 E LAMONTA DR	LYNCH, ROBERT A	\$ 32,280
881233201043	2955 E LAMONTA DR	WRIGHT, THOMAS A	\$ 17,460
881233208007	2211 S MEADOWVIEW AVE	CUNNINGHAM, PATRICK A ETAL TR	\$ 39,730
881233208009	2205 S MEADOWVIEW AVE	BRANDT, MITCHELL C ETAL	\$ 70,850
881233209017	2135 S MEADOWVIEW AVE	CLARY, DEBORAH H TR	\$ 41,030
881233209018	2133 S MEADOWVIEW AVE	CLINE, DOUGLAS	\$ 41,160
881233211001	2952 E LAMONTA DR	CLINE, MICHAEL	\$ 36,520
881233211002	2110 S EUREKA TER	ROBERTS, MATTHEW	\$ 39,010
881233211003	2126 S EUREKA TER	WARE, CHRISTOPHER	\$ 53,750
881233211004	2121 S EUREKA TER	SMITH, ROBERT N ETAL TR	\$ 67,530
881233211005	2111 S EUREKA TER	ENGLISH, SYDNEY JOAN TRUST	\$ 37,870
881233211006	2904 E LAMONTA DR	WELLS, JEREMY	\$ 25,550
881233211007	2858 E LAMONTA DR	LAI, BRYN J	\$ 19,820
881233211008	2848 E LAMONTA DR	HUBERT, STEVEN EDWARD	\$ 25,980
881233211009	2136 S MEADOWVIEW AVE	KUTZ, ROGER	\$ 24,130



881233211010	2140 S MEADOWVIEW AVE	CRAMER, CARTER M ETAL TR	\$	59,440
881233211011	2859 E UTICA ST	CORRY, JUDITH LYNN TRUST	\$	91,010
881233211012	2901 E UTICA ST	MACK, JOHN	\$	81,020
881233211013	2208 S MEADOWVIEW AVE	BROEKHOVEN, JEFF	\$	67,790
881233211014	E LAMONTA DR	BAKER SMITH JONES INC	\$	-
881233211015	E INGLEWOOD CT	HEITZ, JOHN A TRUSTEE	\$	440
881233301001	2971 E SOUTHERN HILLS BLVD	HEITZ, JOHN A TR	\$	48,410
881233301002	2909 E SOUTHERN HILLS BLVD	LIPSCOMB, JACK E ETAL TR	\$	94,790
881233301003	2224 S EDGEWATER DR	RICE, EDWIN C TR (1/24/1990)	\$	102,300
881233301004	2244 S EDGEWATER DR	TENDAI, MYROSLAW M	\$	55,480
881233301005	2260 S EDGEWATER DR	ARMSTRONG, STEPHEN D & SUSAN TR	\$	56,610
881233301006	2274 S EDGEWATER DR	GRIOT, NEIL R	\$	48,640
881233301008	2322 S EDGEWATER DR	DATEMA, PETER	\$	57,400
881233301010	2855 E SOUTHERN HILLS BLVD	SHAYNE, HOWARD E	\$	84,230
881233301011	2845 E SOUTHERN HILLS BLVD	REYNOLDS, PHILLIP DANIEL	\$	59,880
881233301012	2835 E SOUTHERN HILLS BLVD	DAWSON, JULIE LYNN	\$	31,120
881233301013	2819 E SOUTHERN HILLS BLVD	SALZMAN, ZACHARY D	\$	25,650
881233301014	2306 S MEADOWVIEW AVE	SIMS, INEZ MAP TR	\$	34,050
881233301015	2280 S MEADOWVIEW AVE	BLOWERS, GEORGE K	\$	43,890
881233301016	2266 S MEADOWVIEW AVE	FISCHER, JOHN C	\$	28,710
881233301017	2244 S MEADOWVIEW AVE	DUNN, RICHARD C ETAL TR	\$	29,790
881233301018	2236 S MEADOWVIEW AVE	STORCH, EDWARD	\$	37,540
881233301019	2222 S MEADOWVIEW AVE	HENDERSON, DAVID R	\$	90,350
881233302001	2215 S MEADOWVIEW AVE	DAVIDSON, JOHN W	\$	27,630
881233302011	2313 S MEADOWVIEW AVE	ROGERS, STEVEN C	\$	33,550
881233302012	2303 S MEADOWVIEW AVE	ESTES, IRIS D TR (8/19/1983)	\$	29,440
881233302013	2293 S MEADOWVIEW AVE	JOHNSTON, CHRISTIE K TR	\$	42,810
881233302014	2279 S MEADOWVIEW AVE	CRESPO, RAY	\$	34,080
881233302015	2265 S MEADOWVIEW AVE	WHEELER, ELAINE TR	\$	27,570
881233302016	2255 S MEADOWVIEW AVE	JOHNSON, JOANNE CREWS TRUST	\$	31,790
881233304001	2355 S CEDARBROOK AVE	MERRITT, ERIC	\$	30,190
881233304002	2718 E SOUTHERN HILLS BLVD	HARRIS, STUART M	\$	31,710
881233304003	2712 E SOUTHERN HILLS BLVD	COLE, JACK O	\$	24,410
881233304004	2702 E SOUTHERN HILLS BLVD	GROSSENHEIDER, J W	\$	21,180
881233304005	2656 E SOUTHERN HILLS BLVD	TENDAI PROP I LLC	\$	20,920
881233304006	2648 E SOUTHERN HILLS BLVD	SZESNY, JOHN F TR	\$	22,930
881233304007	2638 E SOUTHERN HILLS BLVD	ROBERTSON, LISA	\$	21,390
881233304008	2410 S VENTURA AVE	CANTRELL, JIMMIE H	\$	31,450
881233304009	2613 E CRESTVIEW ST	BOYCE, BRAD	\$	28,290
881233304010	2623 E CRESTVIEW ST	BISHOP, EDYTHE VICKERS TR	\$	32,320
881233304011	2631 E CRESTVIEW ST	HUNTSMAN, JOSEPH E TR	\$	24,490
881233304012	2641 E CRESTVIEW ST	LEWIS, ANTHONY	\$	21,980
881233304013	2703 E CRESTVIEW ST	SCHUMACHER, JAMES R	\$	16,040
881233304014	2713 E CRESTVIEW ST	TENDAI PROP I LLC	\$	24,020

881233304015	2723 E CRESTVIEW ST	CURTIS, RAY R	\$	20,390
881233304016	2733 E CRESTVIEW ST	WILLIAMS, DALE E	\$	22,720
881233304017	2377 S CEDARBROOK AVE	CRAWFORD, JARED N	\$	37,570
881233304018	2365 S CEDARBROOK AVE	PIERPONT, SANDRA A	\$	24,460
881233305001	2405 S CEDARBROOK AVE	CHANEY, DONALD E ETAL TR	\$	37,130
881233305002	2732 E CRESTVIEW ST	VITA BELLA HOMES LLC	\$	8,550
881233305003	2722 E CRESTVIEW ST	SMITH, LUCAS C	\$	25,430
881233305004	2712 E CRESTVIEW ST	DONEY, JANE K TRUSTEE	\$	23,010
881233305005	2702 E CRESTVIEW ST	SELIM, DANIEL D TR	\$	30,060
881233305006	2638 E CRESTVIEW ST	KELLY, BRIAN	\$	19,150
881233305007	2628 E CRESTVIEW ST	WISE, SIDNEY RICHARD ETAL TR	\$	23,040
881233305008	2618 E CRESTVIEW ST	ILES, PAUL W	\$	20,780
881233305009	2608 E CRESTVIEW ST	TURNER, RICHARD L JR	\$	18,650
881233305010	2604 E CRESTVIEW ST	SECHLER, KATHRYN	\$	23,180
881233305011	2607 E GLENWOOD ST	HESTERLY, DUANE	\$	25,590
881233305012	2615 E GLENWOOD ST	FORREST, GREGORY	\$	19,720
881233305013	2627 E GLENWOOD ST	BUCKLEY, JAMES C TR	\$	24,110
881233305014	2641 E GLENWOOD ST	VANANTWERP, RICHARD E	\$	26,720
881233305015	2651 E GLENWOOD ST	MOORE, JAY E ETAL TR	\$	26,850
881233305016	2703 E GLENWOOD ST	CRITES, EMILY	\$	25,010
881233305017	2713 E GLENWOOD ST	BECKER, VICTORIA	\$	25,630
881233305018	2723 E GLENWOOD ST	HELMUTH, KAVAN R	\$	22,180
881233305019	2733 E GLENWOOD ST	FISHER, NAOMI J	\$	28,120
881233305020	2429 S CEDARBROOK AVE	KELLER, R H	\$	32,300
881233305021	2417 S CEDARBROOK AVE	ANDREWS, AMANDA KATE	\$	23,390
881233307001	2411 S VENTURA AVE	PINEGAR, DEBORAH L	\$	37,120
881233307002	2423 S VENTURA AVE	AXTHELM, BETTY L TRUST	\$	36,670
881233307003	2433 S VENTURA AVE	MOODY, HAROLD	\$	45,280
881233307004	2443 S VENTURA AVE	TELLER, JESSE	\$	43,360
881233307005	2505 S VENTURA AVE	WENSEL, JOHN D	\$	34,900
881233307006	2515 S VENTURA AVE	COX, JAMES P	\$	36,290
881233307007	2521 S VENTURA AVE	COLLINGE, DANIEL RAY	\$	25,480
881233307008	2537 S VENTURA AVE	BUDZYNA, JOSHUA	\$	39,970
881233307009	2602 E GLENWOOD ST	EVANS, WILLIAM E	\$	58,490
881233307010	2608 E GLENWOOD ST	ROSE, ROBERT B ETAL TR (ROSE FAM TR)	\$	35,120
881233307011	2622 E GLENWOOD ST	GAUGER, GARY A	\$	21,850
881233307012	2628 E GLENWOOD ST	JOHNSON, TYLER L	\$	39,140
881233307013	2636 E GLENWOOD ST	DICKEY, BETTY ALICE TRUST	\$	52,400
881233307014	2642 E GLENWOOD ST	REYNOLDS, JOSEPH	\$	33,670
881233307015	2714 E GLENWOOD ST	DAKE, BRANDON AMES TR	\$	29,750
881233307016	2726 E GLENWOOD ST	STEINBERG, BURTON	\$	26,790
881233307017	2734 E GLENWOOD ST	DWYER, THOMAS D TRUSTEE	\$	37,930
881233307018	2505 S CEDARBROOK AVE	BARE-MCQUEARY, SYLVIA	\$	34,370
881233307019	2517 S CEDARBROOK AVE	PRATT, BRENNAN	\$	24,000

881233307020	2523 S CEDARBROOK AVE	SMITH, NADINE ARBEITMAN ETAL TR	\$ 28,750
881233307021	2541 S SKYLINE DR	BAUMAN, GISELE M	\$ 31,780
881233307022	2551 S SKYLINE DR	FENWICK, RICHARD W	\$ 34,900
881233307023	2561 S SKYLINE DR	WILAND, JOHN S	\$ 26,700
881233307024	2571 S SKYLINE DR	STANGE, RICHARD J	\$ 39,250
881233307025	2581 S SKYLINE DR	JAMES, REBECCA G	\$ 25,600
881233307026	2591 S SKYLINE DR	CARROLL, JAMES H ETAL TR	\$ 32,590
881233307029	2611 E CORONA CIR	MOORE, JAMES L	\$ 36,250
881233308003	2552 S SKYLINE DR	GOURLEY, CONNIE TR	\$ 127,300
881233308004	2568 S SKYLINE DR	TRINCA, PETER	\$ 129,310
881233308005	2592 S SKYLINE DR	SWEENEY, THOMAS P ETAL TR	\$ 91,910
881233308008	2559 S CEDARBROOK AVE	SACHS, AARON	\$ 224,470
881233308009	S CEDARBROOK AVE	SACHS, AARON	\$ 4,940
881233309001	2411 S EDGEWATER DR	AIKEN, RICHARD	\$ 63,730
881233309002	2928 E GLENWOOD ST	BROADDUS, MELISSA LAYNE	\$ 40,910
881233309003	2410 S SKYLINE DR	JONES, AARON D	\$ 51,360
881233309004	2420 S SKYLINE DR	JONES, MATTHEW	\$ 57,830
881233309005	2440 S SKYLINE DR	PRICE, KATHY TRUST	\$ 89,350
881233309006	2450 S SKYLINE DR	HAMMONS, JOHN Q TR	\$ 62,110
881233309010	2926 E ALPINE DR	SMITH, GREGORY	\$ 59,710
881233309011	2916 E ALPINE DR	CAROLLA, ROBERT L	\$ 71,180
881233309012	2904 E ALPINE DR	ELLIS, ROBERT J	\$ 142,200
881233309013	2457 S EDGEWATER DR	FENWICK, JEFFREY R	\$ 106,590
881233309014	2441 S EDGEWATER DR	OWENS, JAMES C	\$ 39,880
881233309015	2429 S EDGEWATER DR	BOSWELL, ELIZABETH SUSAN TRUST	\$ 40,490
881233309017	S CEDARBROOK AVE	BAKER SMITH JONES INC	\$ -
881233310001	2840 E GLENWOOD ST	SHEPHERD, JOHN M ETAL	\$ 44,990
881233310002	2830 E GLENWOOD ST	SELPH, JOYCE ETAL	\$ 28,410
881233310003	2820 E GLENWOOD ST	COSBY, RYAN L ETAL	\$ 37,260
881233310004	2502 S CEDARBROOK AVE	ANGIES CO LLC	\$ 25,100
881233310005	2514 S CEDARBROOK AVE	ADKINS, MARK E TR	\$ 29,360
881233310006	2524 S CEDARBROOK AVE	ROBINSON, RACHEL	\$ 30,330
881233310007	2439 S SKYLINE DR	LEWIS, DAVID R	\$ 36,620
881233310008	2431 S SKYLINE DR	WILLS, CHARLES I	\$ 40,320
881233311001	2934 E CRESTVIEW ST	DICKEY, ANDREW C	\$ 55,350
881233311004	2860 E CRESTVIEW ST	JOHNSON, APRIL	\$ 23,580
881233311005	2850 E CRESTVIEW ST	SCHWEIGER, PAUL	\$ 26,830
881233311006	2840 E CRESTVIEW ST	WILSON, JANICE K TR	\$ 25,240
881233311007	2830 E CRESTVIEW ST	HOLBERT, TODD M TRUST	\$ 23,980
881233311008	2820 E CRESTVIEW ST	ELLENS, SHERRY A	\$ 28,560
881233311009	2404 S CEDARBROOK AVE	SMITH, RALPH R ETAL	\$ 33,150
881233311010	2416 S CEDARBROOK AVE	WILLIAMS, DALE E	\$ 25,820
881233311011	2428 S CEDARBROOK AVE	PETTY, PATRICIA L	\$ 24,320
881233311012	2821 E GLENWOOD ST	DANIEL, EDGAR A JR & LINDA K TRUST	\$ 29,370



881233311013	2831 E GLENWOOD ST	VANDERLINDEN, DONALD E TR	\$ 26,560
881233311014	2841 E GLENWOOD ST	DEGUZMAN, REYNALDO A	\$ 37,130
881233311015	2901 E GLENWOOD ST	BULLARD, JOHN	\$ 24,650
881233311016	2907 E GLENWOOD ST	KOSKY TR	\$ 25,100
881233311017	2917 E GLENWOOD ST	WANG, WEIYAN	\$ 24,290
881233311018	2929 E GLENWOOD ST	MINTON, STEVEN E	\$ 32,660
881233311019	2325 S EDGEWATER DR	HEYLE, KIRK A TR	\$ 67,180
881233311021	2914 E CRESTVIEW ST	CRUMPLEY, JENNIFER	\$ 49,060
881233311022	2904 E CRESTVIEW ST	STENGER, HOLLY M	\$ 50,540
881233312001	2860 E SOUTHERN HILLS BLVD	LOWE, ROBERT W JR TR	\$ 80,510
881233312002	2850 E SOUTHERN HILLS BLVD	WISE, GORDON F	\$ 43,240
881233312003	2830 E SOUTHERN HILLS BLVD	LECOMPTE, AMBERLINE K	\$ 31,330
881233312004	2818 E SOUTHERN HILLS BLVD	EYMAN, BRENDA SUE TRUST	\$ 33,840
881233312005	2810 E SOUTHERN HILLS BLVD	ROY, BETTY JO TRUSTEE	\$ 37,790
881233312006	2772 E SOUTHERN HILLS BLVD	APPELQUIST, JOHN F	\$ 35,960
881233312007	2758 E SOUTHERN HILLS BLVD	MCHAFFIE, CRAIG LEIGH	\$ 29,030
881233312008	2348 S CEDARBROOK AVE	STRAUSER TR	\$ 35,930
881233312009	2358 S CEDARBROOK AVE	BOWLING, MARCI A	\$ 20,830
881233312010	2370 S CEDARBROOK	BRYAN PROP 1 LLC	\$ 25,690
881233312012	2821 E CRESTVIEW ST	ECHOLS, JOHN S	\$ 30,540
881233312013	2831 E CRESTVIEW ST	FIERO, ROSEMARY	\$ 26,430
881233312014	2841 E CRESTVIEW ST	MARTIN, ALICIA	\$ 23,890
881233312015	2851 E CRESTVIEW ST	AGEE, EVALYN M	\$ 31,550
881233312016	2861 E CRESTVIEW ST	WILLIAMS, JUDITH ANN TR	\$ 23,720
881233312017	2905 E CRESTVIEW ST	PETERSON, WALTON B ETAL TR	\$ 23,140
881233312018	2915 E CRESTVIEW ST	MRAD, DAVID	\$ 29,180
881233312021	2257 S EDGEWATER DR	SMITH, DEREK T	\$ 78,320
881233313001	3026 E GLENWOOD ST	KAISER, JACK A C	\$ 26,330
881233313002	2412 S EDGEWATER DR	LOEB, ANGELA H TRUST	\$ 56,210
881233313003	2426 S EDGEWATER DR	SHARP, JO	\$ 50,600
881233313004	3031 E SHALIMAR DR	HARRIS, HUGH G TR	\$ 57,260
881233314001	3026 E SHALIMAR DR	KELLY, BRIAN	\$ 41,950
881233314002	2432 S EDGEWATER DR	SMULSKI FAMILY TR	\$ 44,350
881233314003	2466 S EDGEWATER DR	SPRINGER, ROBERTA G TRUST	\$ 58,820
881233314004	3029 E WILSHIRE DR	ARMSTRONG, MARGO SIMSON TR	\$ 47,190
881233315001	3040 E WILSHIRE DR	DAILEY, DONALD C TR	\$ 58,370
881233315002	2510 S EDGEWATER DR	EATON, MARK ETAL TR	\$ 55,210
881233315003	2524 S EDGEWATER DR	DUNN, CHARLES	\$ 90,750
881233315004	2540 S EDGEWATER DR	BOYCE, NORMA E TR	\$ 69,520
881233315005	2937 E ALPINE DR	WAGONER, CORY P ETAL TR	\$ 56,520
881233315006	3003 E ALPINE DR	PRICE, DAVID L	\$ 84,300
881233316001	2560 S INGLEWOOD RD	WARD, JOHN	\$ 29,490
881233402003	2210 S CATALINA AVE	BURKE, CORY FRANKLIN	\$ 27,570
881233402004	2220 S CATALINA AVE	ADAMS, GARRY W	\$ 25,960



881233402005	2230 S CATALINA AVE	BEASLEY, TAMMY	\$ 25,250
881233402010	2248 S CATALINA AVE	BRADLEY, JOHN W	\$ 25,990
881233402011	2260 S CATALINA AVE	ELLSWORTH, ROBERT EARL	\$ 21,790
881233402016	3110 E BERKELEY ST	PIGG, DAVID N	\$ 41,460
881233402017	2324 S CATALINA AVE	LEAR, ANDREW	\$ 44,200
881233402018	2340 S CATALINA AVE	CATALINA WINE MIXER LLC	\$ 37,560
881233402019	2346 S CATALINA AVE	FISHER, DEBORAH A	\$ 33,460
881233402020	2358 S CATALINA AVE	INGALSBE, STEPHEN R	\$ 42,180
881233402021	2408 S CATALINA AVE	SHALIMAR E 3130 FAMILY TRUST	\$ 38,140
881233402022	2420 S CATALINA AVE	MACKEY, BRADFORD	\$ 45,430
881233403001	2205 S CATALINA AVE	GEORGE, ERIC R	\$ 21,250
881233403002	2222 S INGLEWOOD RD	LIPSCOMB, JOHN JACOB	\$ 33,030
881233403003	2236 S INGLEWOOD RD	KAUFMAN, KIM A ETAL TR	\$ 36,200
881233403004	2230 S INGLEWOOD RD	POWELL, KAY L TR	\$ 32,630
881233403005	2266 S INGLEWOOD RD	CAUDLE, CAROLYN L	\$ 42,750
881233403006	2278 S INGLEWOOD RD	PAGEL, ROGER	\$ 50,470
881233403007	2304 S INGLEWOOD RD	FERRELL, MARY V	\$ 29,930
881233403008	2320 S INGLEWOOD RD	LOWTHER, SANDRA JO TR	\$ 56,740
881233403009	2330 S INGLEWOOD RD	CROSBY, SCOTT M	\$ 34,120
881233403010	2348 S INGLEWOOD RD	DAY, VERN D ETAL TR	\$ 34,250
881233403011	2359 S CATALINA AVE	RILEY, MATTHEW J	\$ 30,760
881233403012	2349 S CATALINA AVE	BALL, GARY M TR	\$ 24,480
881233403013	2331 S CATALINA AVE	HENDLEY, JOHN CLINTON JR	\$ 28,640
881233403014	2323 S CATALINA AVE	GRANT, STEVEN A & CATHERINE TR	\$ 28,980
881233403015	2307 S CATALINA AVE	GILBERT, JUDY G	\$ 36,650
881233403016	2265 S CATALINA AVE	NICHOLS, CHARLES TR	\$ 24,110
881233403017	2255 S CATALINA AVE	ANDERSON, WILLIAM P	\$ 31,960
881233403018	2245 S CATALINA AVE	NESBITT, JOYCE CHIYOMI	\$ 20,440
881233403019	2235 S CATALINA AVE	WISER, DALE H	\$ 20,200
881233403020	2225 S CATALINA AVE	ROBINETT, LINDA T	\$ 27,060
881233403021	2215 S CATALINA AVE	RYAN, DONALD M	\$ 22,530
881233404001	3033 E CARLISLE CIR	BARTEE, WAYNE C	\$ 81,980
881233404002	3000 E CARLISLE CIR	MAGERS, RANDALL W	\$ 68,720
881233404003	3008 E CARLISLE CIR	MURREN, TODD M	\$ 51,950
881233404004	3034 E CARLISLE CIR	WHITWORTH, RONNIE L TR	\$ 84,480
881233404005	2279 S INGLEWOOD RD	MALKMUS, BRIAN D	\$ 99,990
881233404006	2325 S INGLEWOOD RD	WHITWORTH, FLOYD	\$ 77,070
881233404007	3035 E GLENWOOD ST	KISER, BRADLEY A	\$ 37,310
881233405001	2409 S CATALINA AVE	MUSGRAVE, DAVID P	\$ 29,800
881233405002	3052 E GLENWOOD ST	MILES, PROP MGT LLC	\$ 26,350
881233405003	3040 E GLENWOOD ST	HILL, JASON M	\$ 30,420
881233405004	3045 E SHALIMAR DR	GOSWICK, ERNEST E TR	\$ 28,180
881233405005	2421 S CATALINA AVE	HARRELL, ROBERT G & BARBARA TRUST	\$ 31,860
881233406001	2431 S CATALINA AVE	BRANNEN, KAREN R	\$ 35,830

881233406002	3044 E SHALIMAR DR	OOSTERHUIS, MARY M TR	\$	41,650
881233406003	3043 E WILSHIRE DR	SMILLIE, RHETT	\$	50,580
881233406004	2461 S CATALINA AVE	CORCO LP	\$	26,330
881233406005	2447 S CATALINA AVE	MILLS, DONALD THOMAS	\$	23,270
881233407001	2505 S CATALINA AVE	BERGANT, JOE S	\$	37,620
881233407002	3056 E WILSHIRE DR	EISERMAN, JEFFREY B TRUST	\$	48,540
881233407003	3007 E ALPINE DR	FRERKING, PATTY HARPER	\$	31,290
881233407004	3015 E ALPINE DR	PIPER, EDWARD E	\$	27,700
881233407005	2527 S CATALINA AVE	FOSS, JUSTIN C	\$	24,720
881233407006	2519 S CATALINA AVE	SOETAERT, PATRICK H	\$	26,510
881233408001	2545 S CATALINA AVE	HARTMAYER, SHANNON	\$	40,890
881233408003	3002 E ALPINE DR	BRANTON, CHRISTOPHER	\$	28,710
881233408008	3014 E ALPINE DR	MCKINEY, IDA MAE	\$	32,740
881233410007	2506 S CATALINA AVE	GOURNOE, PAUL F TR	\$	22,460
881233410008	2518 S CATALINA AVE	KOCH, CHRISTOPHER J	\$	26,850
881233410009	2528 S CATALINA AVE	MAY, ROE ALLEN	\$	22,590
881233411007	2438 S CATALINA AVE	HATFIELD, KIRBY L	\$	30,550
881233411008	2450 S CATALINA AVE	ANDERSON, GRANT R	\$	32,590
881233411009	2458 S CATALINA AVE	BLEVINS, TARRAH LEE	\$	25,840
881904201002	2945 E AVALON DR	BOYCE, NORMA E TR	\$	27,650
881904201003	2935 E AVALON DR	GREGORY, JESSE M	\$	35,470
881904201005	2921 E AVALON DR	RICKETTS TR	\$	40,150
881904201006	2907 E AVALON DR	BURKHART, JERALD	\$	62,230
881904201007	E AVALON DR	BAKER SMITH JONES INC	\$	-
881904202001	2842 E AVALON DR	DURAN, PATRICK S	\$	72,430
881904202002	2828 E AVALON DR	GARRETT, JULIE	\$	52,750
881904202007	2608 S SKYLINE DR	MANZARDO, F B	\$	74,310
881904202008	2620 S SKYLINE DR	THILL, ROBERT H ETAL TR	\$	105,560
881904202009	2634 S SKYLINE DR	HARRISON, DAVID L	\$	95,070
881904202010	2646 S SKYLINE DR	THOMPSON, WILLARD A III	\$	76,060
881904202011	S SKYLINE DR	THOMPSON, WILLARD A III	\$	7,090
881904202012	2747 E ROCKLYN RD	ESSARY, KENNETH M	\$	52,840
881904202014	2805 E ROCKLYN RD	STOUT, DAVID K & SUE J TRUST (3/25/2015)	\$	40,250
881904202015	2817 E ROCKLYN RD	ZHOU, JUNYE ETAL	\$	24,650
881904202016	2827 E ROCKLYN RD	DOMANN, GUSTAV KYLE	\$	20,510
881904202017	2839 E ROCKLYN RD	ROFFERS, LANCE	\$	20,410
881904202018	2845 E ROCKLYN RD	PARK, KEITH	\$	26,150
881904202019	2850 E COVINGTON CIR	SPRAY, BEVERLY ETAL	\$	22,250
881904202020	2838 E COVINGTON CIR	BRADY, MICHAEL L	\$	20,450
881904202021	2830 E COVINGTON CIR	OLLIS, CHRISTOPHER	\$	40,550
881904202022	2820 E COVINGTON CIR	KRUSE, NORMAN S	\$	39,430
881904202027	2821 E COVINGTON CIR	WISE, CALVIN P ETAL TR	\$	42,140
881904202028	2827 E COVINGTON CIR	MALLORY, ARTHUR L	\$	29,980
881904202029	2839 E COVINGTON CIR	HOLLOWAY, WALLACE L TRUSTEE	\$	30,930

881904202030	2851 E COVINGTON CIR	POTTER, CARLA	\$ 28,140
881904202031	2657 S EDGEWATER DR	KELLER, DAVID K ETAL TR	\$ 28,670
881904202032	2834 E LOMITA CIR	SCHREIBER, HENRY L	\$ 25,880
881904202033	2832 E LOMITA CIR	SNELL, MALCOLM S TR	\$ 29,410
881904202034	2814 E LOMITA CIR	BEALL, JONELL TR	\$ 62,630
881904202035	E LOMITA CIR	MOSELEY, FREDERICK T JR	\$ 15,030
881904202036	2837 E LOMITA CIR	MOSELEY, FREDERICK T JR	\$ 56,140
881904202037	2843 E LOMITA CIR	HOWELL, ROBERT N ETAL TR	\$ 30,170
881904202038	2801 E COVINGTON CIR	ROGERS, JOSEPH B & MARTHA J TRUST	\$ 72,640
881904202039	2800 E COVINGTON CIR	HEINTZ, DENISE K	\$ 46,380
881904202040	E AVALON DR	GARRETT, PETER	\$ 300
881904202041	E ROCKLYN RD	BAKER SMITH JONES INC	\$ -
881904203001	2599 S SKYLINE DR	INGOLD, ROBERT G	\$ 30,400
881904203002	2617 E CORONA CIR	GARTIN, ITAMAR	\$ 21,170
881904203004	2642 E CORONA CIR	BRASCHLER, RICHARD S	\$ 40,460
881904203005	2648 E CORONA CIR	AUSTIN, KEVIN L	\$ 48,190
881904203006	2658 E CORONA CIR	BURLING, WILLIAM J	\$ 29,700
881904203007	2623 S SKYLINE DR	REICHERT, ADAM H	\$ 29,240
881904203008	2635 S SKYLINE DR	GOODMAN, LESLIE J	\$ 30,140
881904203009	2651 S SKYLINE DR	BREAZEALE HOMESTEAD TR (JUNE A HUFF TRE)	\$ 37,750
881904207001	2848 E ROCKLYN RD	GRANTHAM, R LANCE TR	\$ 32,110
881904207002	2830 E ROCKLYN RD	WALNUT HILL PROP II LLC	\$ 23,980
881904207003	2826 E ROCKLYN RD	CARLEW, ROBERT M	\$ 21,260
881904207004	2816 E ROCKLYN RD	LOVE, GERALD D	\$ 39,470
881904207005	2806 E ROCKLYN RD	WILLIAMS, BILL M TR	\$ 24,400
881904207007	2748 E ROCKLYN RD	SPRATT, ROBERT R	\$ 27,500
881904207008	2734 E ROCKLYN RD	HUFF, JAY L	\$ 39,680
881904207009	E ROCKLYN RD	SOUTHERN HILLS INC	\$ -
881904208002	2604 S INGLEWOOD RD	STITH, RONALD C	\$ 24,800
881904208003	2614 S INGLEWOOD RD	LAWSON, KENNETH W ETAL TR	\$ 25,570
881904208004	2624 S INGLEWOOD RD	BUCKNER, JO ANN TR	\$ 22,340
881904208005	2634 S INGLEWOOD RD	COKER, BEVERLY N TR	\$ 23,790
881904208006	2644 S INGLEWOOD RD	BARTEE, GEORGE FLEETWOOD	\$ 19,210
881904208007	2652 S INGLEWOOD RD	KARR, RONALD J	\$ 21,320
881904208008	2946 E INGLEWOOD CT	WILCOX, PHYLLIS E	\$ 34,100
881904208009	2938 E INGLEWOOD CT	THOMAS, BETTY JANE	\$ 28,750
881904208010	2930 E INGLEWOOD CT	KLINELINE-JAY LLC	\$ 22,930
881904208011	2920 E INGLEWOOD CT	ELSON, PHYLLIS F	\$ 19,860
881904208012	2921 E INGLEWOOD CT	KLINELINE-JAY LLC	\$ 19,610
881904208013	2933 E INGLEWOOD CT	DRESSLER, DAVID R ETAL TR	\$ 26,640
881904208014	2943 E INGLEWOOD CT	ADAMS, CARLY	\$ 23,010
881904208015	2946 E AVALON DR	JOHNSON, CAROLYN R TR	\$ 26,860
881904208016	2934 E AVALON DR	LOVE, MARY LOU	\$ 30,510
881904208017	2920 E AVALON DR	BRIED, LUCINDA L TR	\$ 27,020

881904208018	2908 E AVALON DR	PETERSON, JACK C	\$	56,510
881904208019	2642 S EDGEWATER DR	MARQUART, RUSSELL R	\$	26,280
881904208020	2652 S EDGEWATER DR	SHULTZ, SCOTT L	\$	22,740
881904208021	2664 S EDGEWATER DR	DUBINSKY, MICHAEL P	\$	33,480
881904208022	2706 S EDGEWATER DR	EARHART, DARRIN R	\$	29,830
881904208023	2718 S EDGEWATER DR	ST CLAIR FAMILY TR	\$	21,830
881904208024	2726 S EDGEWATER DR	JOHN A HEITZ PROP X LLC	\$	18,830
881904208025	2738 S EDGEWATER DR	GOOD, LAURA	\$	18,430
881904208026	2748 S EDGEWATER DR	ROBERTSON, STEVEN L ETAL TR	\$	49,080

**EXHIBIT D-1**  
**Five-Year Plan**

- A. Purpose of the District.** The purposes of the District are to:
- 1) Form and govern the District in accordance with the Community Improvement District Act and the Missouri Revised Statutes;
  - 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 Property Tax in order to provide a source of repayment for the CID Projects and related expenses;
  - 4) To acquire and/or dispose of property containing the Southern Hills lakes as identified on Exhibit B, or any interest in such property, consistent with the mission of the district; and
  - 5) Such other purposes 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 revised statutes of the State of Missouri;
  - 2) Developing funding sources, including the levying of the CID property tax, necessary in order to pay for the required expenses, including professional services and costs 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:
- 1) Maintain and enhance the three Southern Hills lakes, identified on Exhibit B, to include yearly treatments to control algae and other unwanted plant and /or animal life, future dredging treatments, and other projects as needed to enhance water quality;
  - 2) Maintain easements around the Southern Hills lakes to enhance and maintain water quality, storm water detention and water quality function, and aesthetic beauty. This may include routine landscape management, mowing, landscape design, and creation of signage and lake structures (such as fountains) as needed.
  - 3) Create and install signage and structures to delineate CID borders
  - 4) Maintain liability insurance on CID-owned property.
- D. Budget.** The estimated five-year budget for the District is attached to and made a part of this Petition as Exhibit D-2.

**EXHIBIT D-2**  
**Five-Year Budget**

**Estimated CID Project Costs**

There will be annual costs of approximately \$15,500 for a maintenance contract for all three lakes. This will include water quality testing, spot treatment of algaecides and herbicides as needed, and annual measurements of sediment.

The budget includes liability insurance coverage on all three lakes.

The CID improvement expenses will be financed by levying a .29/\$100 property tax.

If the petition is approved in 2017, money received in 2017 should be available in the first quarter of 2019. Revenue shortfalls in the first years will be managed by loans from a local bank who has agreed in principle to financing the CID. Assumption for loan is a \$50,000 loan for 5 years at 5%. Further borrowed funds may be needed in the early years depending on the projects required to fulfill the mandate of the CID.

Annual expenses do not factor price increases or inflation.

Possible future needs such as fountains, would most likely be proposed within 1-3 years of dredging and financed by loans, extending the payback period of loans, or accumulating CID revenues.

## Projected CID Revenue/Disbursement Budget

	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
<b>District Revenues</b>					
Donation - CFO Watershed Fund <sup>1</sup>	\$ (767.50)	\$ (2,302.50)	\$ -	\$ -	\$ -
Real Property Tax <sup>2</sup>	\$ -	\$ -	\$ 43,323.00	\$ 43,323.00	\$ 43,323.00
<b>Total District Revenue</b>	<b>\$ (767.50)</b>	<b>\$ (2,302.50)</b>	<b>\$ 43,323.00</b>	<b>\$ 43,323.00</b>	<b>\$ 43,323.00</b>
<b>District Expenses</b>					
<b>Reimbursable Start-up Expenses</b>					
Application Fee	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -
Public Hearing Notices (certified mail)	\$ (4,550.00)	\$ -	\$ -	\$ -	\$ -
Public Hearing Notice (newspaper)	\$ (800.00)	\$ -	\$ -	\$ -	\$ -
District Legal Description and Map	\$ (800.00)	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ (7,150.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Project Costs and Operating Expenses<sup>3</sup></b>					
Liability Insurance	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
Professional Services	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
Maintenance contract	\$ -	\$ (15,500.00)	\$ (15,500.00)	\$ (15,500.00)	\$ (15,500.00)
Easement maintenance	\$ (6,000.00)	\$ (11,000.00)	\$ (11,000.00)	\$ (11,000.00)	\$ (11,000.00)
Trash pickup	\$ (200.00)	\$ (200.00)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Professional Services	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
<b>Total</b>	<b>\$ (8,200.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>
<b>Total District Expenses</b>	<b>\$ (15,350.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>
<b>Net deposits in CID account</b>	<b>\$ (15,350.00)</b>	<b>\$ (30,700.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Loan Proceeds</b>	<b>\$ 15,350.00</b>	<b>\$ 30,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Debt Service<sup>4</sup></b>	<b>\$ (767.50)</b>	<b>\$ (2,302.50)</b>	<b>\$ (14,623.00)</b>	<b>\$ (14,623.00)</b>	<b>\$ (14,623.00)</b>
<b>Loan Balance</b>	<b>\$ 15,350.00</b>	<b>\$ 46,050.00</b>	<b>\$ 31,427.00</b>	<b>\$ 16,804.00</b>	<b>\$ 2,181.00</b>
<b>Year End Balance in CID account</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Footnotes

<sup>1</sup> The CFO Watershed Fund will make interest-only loan payments until District begins collecting real property tax.

<sup>2</sup> District will begin collecting property tax in 2019; assumes a levy of \$0.2900/\$100 assessed valuation.

<sup>3</sup> Expenses do not factor in price increases or inflation.

<sup>4</sup> Interest-only payments until District begins collecting real property tax. Such payments will be funded by the CFO Watershed Fund. Assumes 5% interest rate.

**Exhibit 2**

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**COOPERATIVE AGREEMENT**  
**among the**  
**CITY OF SPRINGFIELD, MISSOURI,**  
**and the**  
**SOUTHERN HILLS**  
**COMMUNITY IMPROVEMENT DISTRICT**  
**dated as of**  
**\_\_\_\_\_ , 2018**

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**COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT (“Agreement”)**, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018 among the **CITY OF SPRINGFIELD, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the “**City**”), the **SOUTHERN HILLS COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district (the “**District**”).

**WITNESSETH:**

**WHEREAS**, on \_\_\_\_\_, 2018, the “Petition to Establish the Southern Hills Community Improvement District” (the “**Petition**”) was filed with the Springfield City Clerk, which proposed formation of the District to fund costs associated with ongoing maintenance and improvements to three neighborhood lakes located in the Southern hills neighborhood; and

**WHEREAS**, the City Council of Springfield, Missouri (the “**City Council**”), did on \_\_\_\_\_, 2018, pass Special Ordinance No. \_\_\_\_\_, which approved the Petition and formed the District; and

**WHEREAS**, the Petition requires the District to enter into an agreement with the City, which shall stipulate a process 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 revenue, and other rights, duties, and obligations of the District and the City for the operations of the District; and

**WHEREAS**, the District is authorized under the CID Act to undertake the CID Projects, impose the CID Real Property 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 Real Property Tax, the Greene County Collector will collect the CID Real Property Tax on behalf of the District, and the District will use the CID Real Property Tax Revenues for Reimbursable Project Costs and other costs as set forth in the Petition; and

**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:

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

“**CID Projects**” means the provision of assistance to or the construction, reconstruction, installation, repair, maintenance, or equipping of any eligible public improvements within the District per the CID Act that are consistent with Petition and further described in **Exhibit “A-1”** attached hereto.

“**CID Real Property Tax**” means the ad valorem tax levied by the District on all real property within its boundaries pursuant to the CID Act, at a rate not to exceed twenty-nine cents (\$0.2900) per one-hundred dollars (\$100) of assessed valuation.

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

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

“**District**” is the Southern Hills 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.

“**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 the District with respect to the construction of the CID Projects, 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 Projects that are constructed, 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 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 Projects are of significant value to the District, the property within the District, and the general public. Further, the District finds that the CID Projects conform to 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 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.

## **ARTICLE 3: COLLECTION OF REVENUES**

### **Section 3.1 Imposition of the CID Real Property Tax.**

The District may approve a resolution that, subject to qualified voter approval, imposes the CID Real Property Tax. The CID Real Property Tax shall be collected by the Greene County Collector as provided in the CID Act. The District shall receive the CID Real Property Tax Revenue from the Greene County Collector, which shall be used to pay Reimbursable Project Costs and Operating Costs incurred by the District in the order of priority set forth herein.

### **Section 3.2 Administration and Collection of the CID Real Property Tax.**

The Parties anticipate that the CID Real Property Tax will be collected by the Greene County Collector, as provided by state statute. After the CID Real Property Tax has been collected by the Greene County Collector and the CID Real Property Tax Revenues have been transferred to the District, the CID Real Property 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 and operation of the CID Real Property Tax, as needed.

### **Section 3.3 Operating Costs.**

The District shall pay for the Operating Costs of the District incurred by or on behalf of the District from CID Real Property Tax Revenue. The Operating Costs shall be included in the District's annual budget, as provided in Section 4.5.

### **Section 3.4 Records of the CID Real Property Tax.**

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

### **Section 3.5 Repeal of the CID Real Property Tax.**

By no later than April 1, 2043 or 25 years following the effective date of the ordinance establishing the District, whichever occurs first, the District shall implement the procedures in the CID Act for repeal of the CID Real Property Tax and abolishment of the District. The District may implement the procedures for repeal or modification of the CID Real Property Tax and abolishment of the District well prior to these dates. However, it shall not do so if the District, with the prior written consent of the City, has approved another project pursuant to the CID Act; or any portion of the District's obligations remain unpaid. Upon repeal of any CID Real Property Tax, the District shall:

A. Pay all outstanding Operating Costs and Reimbursable Project Costs to the District.

B. Retain any remaining CID Real Property 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.**

The District's role is solely to fund and assist in the funding of CID Projects and the Operating Costs as allowed by the CID Act and as set forth in the Petition establishing the District and further described in "Exhibit A-1" attached hereto. The CID Projects shall be designed and constructed by or at the direction of District. The CID Projects shall be designed and constructed on a schedule to be determined by the District, in accordance with plans approved by the City. The District shall comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors for the construction of the CID Projects. The District shall indemnify and hold harmless the City for any damage resulting to it from failure of either 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 the District obligations, such as promissory notes for reimbursable project costs, as well as bonds and other financing mechanisms as the District determines is in its best interest. The District shall impose the CID Real Property Tax within the boundaries of the District to assist in the funding of the CID Projects.

### **Section 4.3 Certificate of Completion and Reimbursable Preliminary Costs.**

The Developer shall submit a Certificate of Completion and Reimbursable Project Costs ("**Certificate**") using the form attached as **Exhibit "D"** for all preliminary costs associated with establishing the District. Such expenses shall include, but are not limited to all necessary application fees; postage; publication fees; and professional, legal, engineering, and surveying fees that were incurred and are directly associated with the establishment of the District. The District 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 the preliminary expenses are reimbursable, then the City shall approve the Certificate and the amounts stated therein for payment. If the City determines are not reimbursable, 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 District's certificate the reason(s) for withholding its approval. Upon request of the District, the City shall hold a hearing at which the District may present new and/or additional evidence. The District shall have the right to identify and



substitute other preliminary expenses with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that does not qualify as a reimbursable preliminary 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 Projects and the Operating Costs. The District may own property associated with the CID Projects. The City shall not be responsible for maintenance of the CID Projects. 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 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 Real Property 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.

### **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, 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 Preliminary Costs. 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 District's Obligations to the City under Bond or Surety.**

The Parties agree that:

A. The CID Projects, or any portions thereof, which the District 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 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.

## **ARTICLE 6: MISCELLANEOUS**

### **Section 6.1 Effective Date and Term.**

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

### **Section 6.2 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 6.3 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 6.4 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 6.5 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 6.6 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 6.7 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 6.8 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.

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**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

**SOUTHERN HILLS COMMUNITY  
IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Name:  
Title:

ATTEST

By: \_\_\_\_\_

**EXHIBIT A**  
**DISTRICT LEGAL DESCRIPTION**

A PORTION OF SOUTHERN HILLS OF SPRINGFIELD, AND ADJOINING LANDS, AS SHOWN ON THE RECORDED PLATS THEREOF:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 29, RANGE 21, IN GREENE COUNTY, MISSOURI;

THENCE NORTH A DISTANCE OF 1084.43 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SOUTHERN HILLS BOULEVARD;

THENCE EASTERLY A DISTANCE OF 83.93 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK S IN BLOCKS P, Q, R, S, T, U AND V IN SOUTHERN HILLS OF SPRINGFIELD, FOR A POINT OF BEGINNING;

THENCE EASTERLY AND NORTHEASTERLY ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTHERN HILLS BOULEVARD, A DISTANCE OF 1,227.80 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK U;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTHWEST CORNER OF LOT 12 OF BLOCK M;

THENCE NORTHERLY A DISTANCE OF 241.75 FEET ALONG THE WEST LINE OF LOTS 12 & 11 OF BLOCK M TO THE MOST WESTERN CORNER OF SAID LOT 11;

THENCE NORTHERLY A DISTANCE OF 420 FEET ALONG THE WEST LINE OF LOTS 11 THRU 8 OF BLOCK M TO THE POINT OF DEFLECTION IN THE WEST LINE OF SAID LOT 8;

THENCE NORTHERLY A DISTANCE OF 290 FEET ALONG THE WEST LINE OF LOTS 8 THRU 6 OF BLOCK M TO THE POINT OF DEFLECTION IN THE WEST LINE OF SAID LOT 6;

THENCE NORTHERLY A DISTANCE OF 358.5 FEET ALONG THE WEST LINE OF LOTS 6 THRU 3 OF SAID BLOCK M TO THE NORTHWEST CORNER OF SAID LOT 3, WHICH LIES ON THE SOUTH RIGHT-OF-WAY LINE OF UTICA TERRACE;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTH WEST CORNER OF LOT 17 OF BLOCK L;

THENCE NORTHERLY A DISTANCE OF 289.65 FEET ALONG THE WEST LINE OF LOTS 17 THRU 19 OF SAID BLOCK L TO THE NORTHWEST CORNER OF SAID LOT 19;

THENCE EASTERLY A DISTANCE OF 155.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 19 WHICH LIES ON THE WEST RIGHT-OF-WAY LINE OF MEADOWVIEW AVENUE;

THENCE EASTERLY A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF LOT 1 OF BLOCK O;

THENCE EASTERLY A DISTANCE OF 585.7 FEET TO THE NORTHWEST CORNER OF LOT 6 OF BLOCK O;

THENCE NORTHERLY A DISTANCE OF 50 FEET TO THE SOUTHWEST CORNER OF LOT 2 IN BLOCK W;

THENCE NORTHERLY A DISTANCE OF 100 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 IN SAID BLOCK W;

THENCE EASTERLY A DISTANCE OF 167.5 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 IN SAID BLOCK W;

THENCE NORTHERLY A DISTANCE OF 164.3 FEET ALONG THE WEST LINE OF LOT 1 IN SAID SUBDIVISION TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE EASTERLY A DISTANCE OF 130 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;

THENCE EASTERLY A DISTANCE OF 161 FEET TO THE NORTHEAST CORNER OF LOT 9 IN BLOCK X;

THENCE EASTERLY A DISTANCE OF 50 FEET TO THE NORTHWEST CORNER OF LOT 8 IN SAID BLOCK X;

THENCE EASTERLY A DISTANCE OF 473.5 FEET ALONG THE NORTH LINE OF LOTS 8 THRU 6 OF SAID BLOCK X TO THE NORTHEAST CORNER OF SAID LOT 6;

THENCE SOUTHEASTERLY A DISTANCE OF 9.15 ALONG THE EAST LINE OF SAID LOT 6 TO THE NORTHWEST CORNER OF LOT 8 IN SOUTHERN HILLS PLACE, A SUBDIVISION IN SAID CITY OF SPRINGFIELD;

THENCE EASTERLY A DISTANCE OF 215.21 TO THE NORTH-NORTHEAST CORNER OF SAID LOT 8 IN SOUTHERN HILLS PLACE SUBDIVISION;

THENCE SOUTHEASTERLY A DISTANCE OF 49.81 FEET TO THE MOST EASTERN CORNER OF SAID LOT 8;

THENCE SOUTHWEST A DISTANCE OF 47.59 FEET ALONG THE EAST LINE OF SAID LOT 8 TO THE NORTHERN MOST CORNER OF LOT 4 IN THE AFOREMENTIONED BLOCK X;

THENCE SOUTHEAST A DISTANCE OF 476.6 FEET ALONG THE EAST LINES OF LOTS 4 THRU 1 IN SAID BLOCK X TO THE EASTERN MOST CORNER OF LOT 1 IN SAID BLOCK X;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTH EAST CORNER OF LOT 1 OF BLOCK Y;

THENCE SOUTHEASTERLY A DISTANCE OF 386.3 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 OF SAID BLOCK Y TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK Y;

THENCE SOUTHEASTERLY A DISTANCE OF 140 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 320 FEET ALONG THE EAST LINE OF LOTS 5 THRU 7 TO THE SOUTHEAST CORNER OF LOT 7 OF SAID BLOCK Y;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 8 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 245.0 FEET ALONG THE EAST LINE OF LOTS 8 & 9 OF SAID BLOCK Y TO THE SOUTHEAST CORNER OF SAID LOT 9;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 10 OF SAID BLOCK Y;

THENCE SOUTHWESTERLY A DISTANCE OF 227.5 FEET ALONG THE EAST LINE OF LOT 10 OF SAID BLOCK Y TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 451.8 ALONG THE SOUTHEASTERN LINE OF LOTS 1 THRU 3 OF SAID BLOCK GG TO THE NORTHEAST CORNER OF LOT 4 OF SAID BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF LOT 5 OF SAID BLOCK GG;

THENCE SOUTHWESTERLY A DISTANCE OF 100 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID BLOCK GG;

THENCE SOUTHERLY A DISTANCE OF 100.5 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 OF BLOCK GG;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK HH;



THENCE SOUTHERLY A DISTANCE OF 305.3 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 OF SAID BLOCK HH TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 IN BLOCK "I-I";

THENCE SOUTHERLY A DISTANCE OF 315.0 FEET ALONG THE EAST LINE OF LOTS 1 THRU 3 IN SAID BLOCK "I-I" TO THE SOUTHEAST CORNER OF SAID LOT 3;

THENCE WESTERLY A DISTANCE OF 160.91 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ALPINE DRIVE TO THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE WESTERLY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 6 IN BLOCK PP;

THENCE SOUTHERLY A DISTANCE OF 52.84 FEET TO THE NORTHEAST CORNER OF LOT 1 OF BLOCK SS;

THENCE SOUTHERLY A DISTANCE OF 132.92 FEET ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST RIGHT-OF-WAY LINE OF SAID CATALINA AVENUE TO THE NORTHWEST CORNER OF BLOCK "Y-Y";

THENCE SOUTHERLY A DISTANCE OF 132.35 FEET ALONG THE WEST LINE OF SAID BLOCK "Y-Y" SOUTHERN HILLS OF SPRINGFIELD SUBDIVISION AND WEST RIGHT-OF-WAY OF SAID CATALINA AVENUE TO THE NORTHEAST CORNER OF LOT 13 IN GLENDALE ESTATES, A SUBDIVISION IN SAID CITY OF SPRINGFIELD;

THENCE WESTERLY A DISTANCE OF 248.1 FEET ALONG THE NORTH LINE OF SAID GLENDALE ESTATES SUBDIVISION TO THE MIDDLE SOUTH CORNER OF LOT 3 OF BLOCK SS;

THENCE WESTERLY A DISTANCE OF 82.1 FEET ALONG THE SOUTH LINE OF LOTS 3 AND 4 OF SAID BLOCK SS TO THE NORTHWEST CORNER GLENDALE ESTATES SUBDIVISION;

THENCE SOUTHERLY A DISTANCE OF 388.3 FEET ALONG THE EAST LINE OF LOTS 4 THRU 8 OF SAID BLOCK SS TO THE ANGLE POINT IN THE EAST LINE OF LOT 8 OF SAID BLOCK SS;

THENCE SOUTHWESTERLY A DISTANCE OF 144 FEET ALONG THE EAST LINE OF SAID LOT 8 AND LOT 9 IN SAID BLOCK SS TO THE ANGLE POINT IN THE EAST LINE OF LOT 9 IN SAID BLOCK SS;

THENCE SOUTHERLY A DISTANCE OF 161.6 FEET ALONG THE EAST LINE OF SAID LOT 9 AND LOT 10 IN SAID BLOCK SS TO THE EAST-SOUTHEAST CORNER OF LOT 10 IN SAID BLOCK SS;

THENCE SOUTHWESTERLY A DISTANCE OF 85 FEET ALONG THE SOUTHEAST LINE OF SAID LOT 10 AND LOT 11 IN SAID BLOCK SS TO THE SOUTH-SOUTHEAST CORNER OF LOT 11 IN SAID BLOCK SS;

THENCE NORTHWESTERLY A DISTANCE OF 449.10 FEET ALONG THE SOUTH LINE OF LOTS 11 THRU 14 OF SAID BLOCK SS TO THE SOUTHWEST CORNER OF SAID LOT 14;

THENCE SOUTHERLY A DISTANCE OF 541.87 FEET ALONG THE EAST LINE OF LOTS 1 THRU 5 OF BLOCK WW TO THE SOUTHEAST CORNER OF SAID LOT 5;

THENCE WESTERLY A DISTANCE OF 139 FEET TO THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID BLOCK WW;

THENCE WESTERLY A DISTANCE OF 50 FEET TO THE SOUTHEAST CORNER OF LOT 19 OF SAID BLOCK UU;

THENCE SOUTHERLY A DISTANCE OF 50 FEET TO THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK VV IN SAID SUBDIVISION;

THENCE SOUTHERLY A DISTANCE OF 155 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF BLOCK VV;

THENCE WESTERLY A DISTANCE OF 821.12 FEET TO THE SOUTHWEST CORNER OF LOT 7 OF SAID BLOCK VV;

THENCE NORTHWESTERLY A DISTANCE OF 165 FEET TO THE NORTHWEST CORNER OF SAID LOT 7 OF SAID BLOCK VV;

THENCE NORTHWESTERLY A DISTANCE OF 690 FEET ALONG THE EAST LINE RIGHT-OF-WAY LINE OF THE CHADWICK BRANCH RAILROAD TO THE SOUTHEAST CORNER OF LOT 35 IN THE AMENDED PLAT OF BLOCK "S", SAID CORNER BEING 130.0' EAST AND 102.5' NORTH OF THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 29, RANGE 21;

THENCE NORTHWESTERLY A DISTANCE OF 976.5 FEET ALONG THE WEST LINE OF LOTS 35, 34, 31 & 30 OF SAID AMENDED BLOCK OF BLOCK "S", AND THE EAST LINE OF SAID CHADWICK BRANCH RAILROAD TO THE SOUTHEAST CORNER OF LOT 8 OF BLOCK S;

THENCE NORTHERLY A DISTANCE OF 994.7 FEET ALONG THE WEST LINE OF LOTS 8 THRU 1 AND THE EAST LINE OF SAID CHADWICK BRANCH RAILROAD BACK TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 11,529,337 SQ. FT. (265 ACRES) AND ALL BEING IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER & THE WEST HALF OF THE SOUTHEAST QUARTER & THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 29, RANGE 21 AND THE NORTHWEST OF SECTION 4, TOWNSHIP 28, RANGE 21, WITHIN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.



2-8-2017

## EXHIBIT A-1

### ESTIMATED COSTS OF CID PROJECTS

#### A. Estimated CID Project Costs

There will be annual costs of approximately \$15,500 for a maintenance contract for all three lakes. This will include water quality testing, spot treatment of algaecides and herbicides as needed, and annual measurements of sediment.

The budget includes liability insurance coverage on all three lakes.

The CID improvement expenses will be financed by levying a .29/\$100 property tax.

If the petition is approved in 2017, money received in 2017 should be available in the first quarter of 2019. Revenue shortfalls in the first years will be managed by loans from a local bank who has agreed in principle to financing the CID. Assumption for loan is a \$50,000 loan for 5 years at 5%. Further borrowed funds may be needed in the early years depending on the projects required to fulfill the mandate of the CID.

Annual expenses do not factor price increases or inflation.

Possible future needs such as fountains, would most likely be proposed within 1-3 years of dredging and financed by loans, extending the payback period of loans, or accumulating CID revenues.

#### B. Projected CID Revenue/Disbursement Budget

	Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
<b>District Revenues</b>					
Donation - CFO Watershed Fund <sup>1</sup>	\$ (767.50)	\$ (2,302.50)	\$ -	\$ -	\$ -
Real Property Tax <sup>2</sup>	\$ -	\$ -	\$ 43,323.00	\$ 43,323.00	\$ 43,323.00
<b>Total District Revenue</b>	<b>\$ (767.50)</b>	<b>\$ (2,302.50)</b>	<b>\$ 43,323.00</b>	<b>\$ 43,323.00</b>	<b>\$ 43,323.00</b>
<b>District Expenses</b>					
<b>Reimbursable Start-up Expenses</b>					
Application Fee	\$ (1,000.00)	\$ -	\$ -	\$ -	\$ -
Public Hearing Notices (certified mail)	\$ (4,550.00)	\$ -	\$ -	\$ -	\$ -
Public Hearing Notice (newspaper)	\$ (800.00)	\$ -	\$ -	\$ -	\$ -
District Legal Description and Map	\$ (800.00)	\$ -	\$ -	\$ -	\$ -
<b>Total</b>	<b>\$ (7,150.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Project Costs and Operating Expenses<sup>3</sup></b>					
Liability Insurance	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)	\$ (1,000.00)
Professional Services	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
Maintenance contract	\$ -	\$ (15,500.00)	\$ (15,500.00)	\$ (15,500.00)	\$ (15,500.00)
Easement maintenance	\$ (6,000.00)	\$ (11,000.00)	\$ (11,000.00)	\$ (11,000.00)	\$ (11,000.00)
Trash pickup	\$ (200.00)	\$ (200.00)	\$ (200.00)	\$ (200.00)	\$ (200.00)
Professional Services	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)	\$ (500.00)
<b>Total</b>	<b>\$ (8,200.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>
<b>Total District Expenses</b>	<b>\$ (15,350.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>	<b>\$ (28,700.00)</b>
<b>Net deposits in CID account</b>	<b>\$ (15,350.00)</b>	<b>\$ (30,700.00)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Loan Proceeds</b>	<b>\$ 15,350.00</b>	<b>\$ 30,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Debt Service<sup>4</sup></b>	<b>\$ (767.50)</b>	<b>\$ (2,302.50)</b>	<b>\$ (14,623.00)</b>	<b>\$ (14,623.00)</b>	<b>\$ (14,623.00)</b>
<b>Loan Balance</b>	<b>\$ 15,350.00</b>	<b>\$ 46,050.00</b>	<b>\$ 31,427.00</b>	<b>\$ 16,804.00</b>	<b>\$ 2,181.00</b>
<b>Year End Balance in CID account</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

Footnotes

<sup>1</sup> The CFO Watershed Fund will make interest-only loan payments until District begins collecting real property tax.

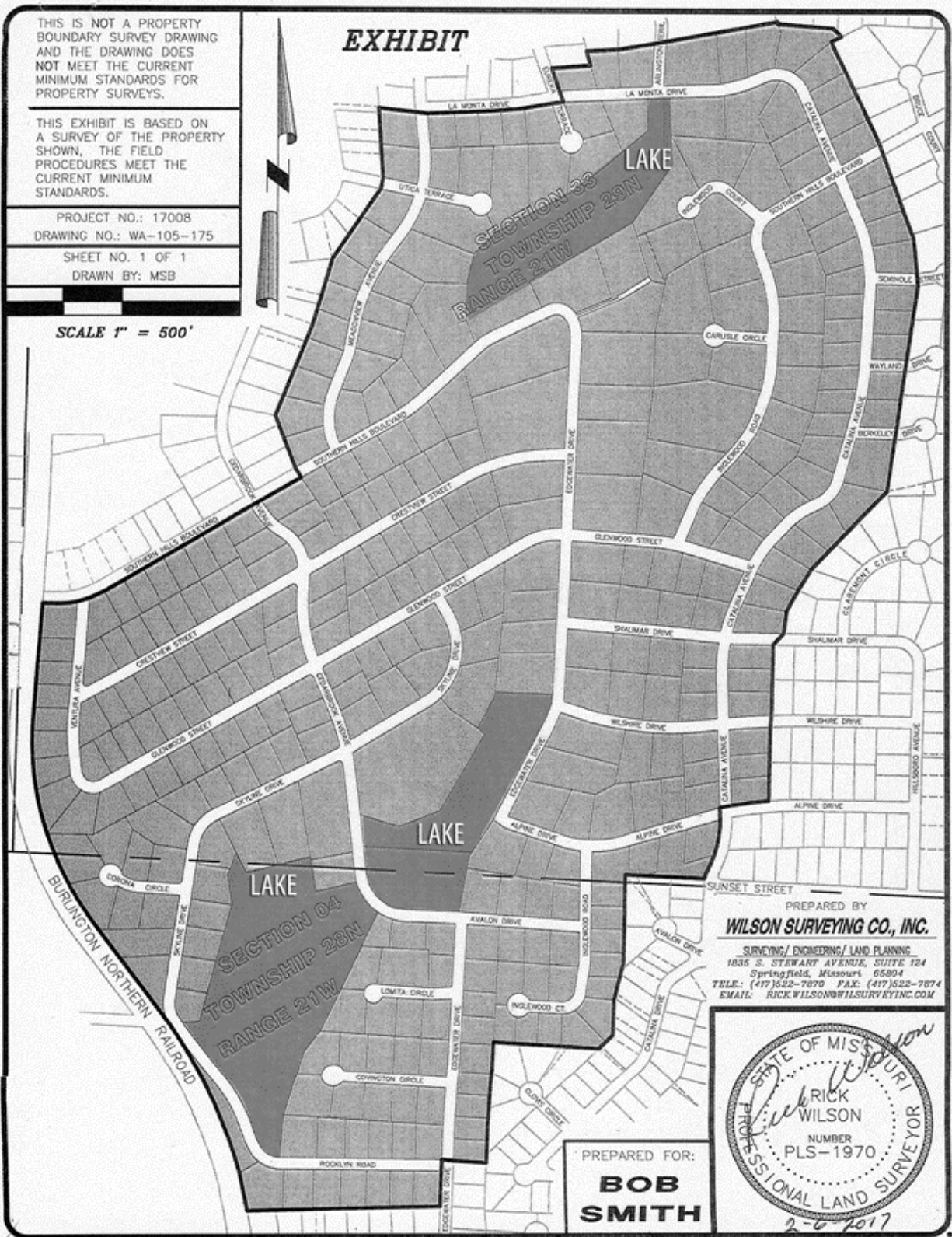
<sup>2</sup> District will begin collecting property tax in 2019; assumes a levy of \$0.2900/\$100 assessed valuation.

<sup>3</sup> Expenses do not factor in price increases or inflation.

<sup>4</sup> Interest-only payments until District begins collecting real property tax. Such payments will be funded by the CFO Watershed Fund. Assumes 5% interest rate.

# EXHIBIT B

## MAP OF DISTRICT



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

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**CERTIFICATE OF COMPLETION AND  
REIMBURSABLE PRELIMINARY COSTS**

To: City Manager, City of Springfield, Missouri  
Re: Completion and Certification of the \_\_\_\_\_ Reimbursable Preliminary 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 and the \_\_\_\_\_ Community Improvement District. In connection with said Agreement, the undersigned hereby states and certifies that:*

1. Each item listed on *Schedule 1* attached hereto as a Reimbursable Preliminary Cost and was incurred in connection with the establishment of the District.

2. These Reimbursable Preliminary Costs have been incurred 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 Real Property Tax, and no part thereof has been included in any other certificate previously filed with the City.

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 District 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 an Event of Default under the Agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

***Southern Hills Community Improvement  
District***

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved:

**CITY OF SPRINGFIELD, MISSOURI,**  
**agent for the \_\_\_\_\_ Community Improvement District**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Itemization of Reimbursable Project Costs**

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