

AN ORDINANCE APPROVING THE PETITION FOR THE CREATION OF THE 58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, Sections 67.1401 to 67.1571 RSMo, 2000, as amended (the “**CID Act**”), authorize the governing body of any city, upon presentation of a proper petition requesting the formation and after a public hearing, to adopt an ordinance establishing a community improvement district; and

WHEREAS, the City of Gladstone, Missouri (the “**City**”) is a city of the third class and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, on February 4, 2021, property owners representing the necessary amount of assessed value and per capita numbers within the proposed 58 North Oak Community Improvement District filed with the Clerk of the City (the “**City Clerk**”) a petition for the creation of a community improvement district pursuant to the CID Act (the “**Petition**”), entitled the 58 North Oak Community Improvement District (the “**District**”); and

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

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk; and

WHEREAS, all the real property included in the District is entirely located within the City; and

WHEREAS, on February 22, 2021, the City Council held a public hearing at which all persons interested in the formation of the District were allowed an opportunity to speak and at which time the City Council heard all protests and received all endorsements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:

SECTION 1. APPROVAL OF PETITION. That the 58 North Oak Community Improvement District is hereby approved and shall be established within the City as a political subdivision of the State of Missouri, as provided in the Petition filed with the City Clerk on February 4, 2021 a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference.

SECTION 2. FINDING OF BLIGHT. Pursuant to Section 67.1401.2(3)(a) RSMo, the City Council finds and determines that the area described in the Petition is a blighted area based on information included in and testimony related to the blight study submitted with the Petition

and presented at the public hearing on February 22, 2021. The City Council further finds and determines that the use of District revenues related to the construction of the improvements and services described in the Petition are reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

SECTION 3. PURPOSE AND POWERS. That the District is hereby established for the purposes set forth in the petition; that the District shall have all the powers and authority authorized by the petition the Act, and by law; and that the District shall continue for thirty (30) years unless terminated in accordance with Missouri law.

SECTION 4. APPROVAL OF COOPERATIVE AGREEMENT. That the City Manager is hereby authorized to enter into the Cooperative Agreement between the City of Gladstone, the 58 North Oak Community Improvement District, and North Eagle Properties, LLC in substantially the form presented to and approved by the City Council of the City of Gladstone at this meeting and attached to this Ordinance as **Exhibit B**.

SECTION 5. CITY REPORTING. That upon the effective date of this ordinance, the City Clerk is hereby directed to report the creation of the District to the Missouri Department of Economic Development pursuant to Section 67.1421.6 RSMo, by sending a copy of this ordinance to said agency.

SECTION 6. FURTHER AUTHORIZATION. That the City Manager, City Clerk and such other officials of the City may execute any other additional documents or take such other actions as are necessary, incidental or expedient to carry out the intent of this Ordinance approved and the authority granted herein.

SECTION 7. EFFECTIVE DATE. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

INTRODUCED, PASSED, SIGNED, AND MADE EFFECTIVE BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, ON THIS 22TH DAY OF FEBRUARY, 2021.



Jean B. Moore, Mayor

Attest:


Ruth E. Bocchino, City Clerk

First Reading: February 22, 2021

Second Reading: February 22, 2021



Request for Council Action

RES # City Clerk Only

BILL # 21-09

ORD # 4.547

Date: 2/17/2021

Department: General Administration

Meeting Date Requested: 02/22/21

Public Hearing: Yes Date: 2/22/2021

Subject: Approval of an Ordinance approving the Petition to establish the 58 North Oak Community Improvement District.

Background: On February 4, 2021, the property owner for property generally located at 5800 North Oak – more specifically described in the attachments hereto - that owns 100% of the property per capita and per assessed valuation filed a petition with the City Clerk to create the 58 North Oak Community Improvement District pursuant to Sections 67.1401 to 67.1571 RSMo, 2000 (CID Act). After properly advertising the CID petition and making the proper notifications to those involved within the boundaries of the CID, the City Council is now being asked to conduct a public hearing and approve the proposed Ordinance that establishes the CID for a period of 30 years. The property involved is in the general area of 5800 North Oak and includes two buildings, which have been previously declared by the City as Dangerous Buildings; as a result of this declaration, the City has ordered the demolition of the buildings on or before March 10, 2021. The existing buildings represent significant blight in the area, which is a key factor for contemplating and approving the CID. The funds generated by the CID 1% sales tax, must be used in accordance with the Cooperative Agreement (Exhibit B of the proposed Ordinance) and the CID Act, which is generally used to fund the removal of the blight and construction of public improvements.

Budget Discussion: Funds are budgeted in the amount of \$ 0 from the GENERAL fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: N/A

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk

Bob Baer
Assistant City Manager

JM
City Attorney

SW
City Manager

Exhibit A

Petition to Establish the 58 North Oak Community Improvement District

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“**Agreement**”), entered into as of this 30 day of March, 2021, between **NORTH EAGLE PROPERTIES, LLC** (the “**Developer**”), the **58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT** (the “**District**”), and the **CITY OF GLADSTONE, MISSOURI** (the “**City**”) (the City, the Developer and the District being collectively referred to herein as the “**Parties**,” and individually as a “**Party**,” as the context so requires).

WITNESSETH:

WHEREAS, on February 4, 2021, the Developer filed a petition (the “**Petition**”) with the City Clerk of the City pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the “**CID Act**”), which proposed the formation of the District to pay for certain costs associated with the construction of public improvements in the City generally at 58th and North Oak Trafficway; and

WHEREAS, the City, following giving due public notice in the manner prescribed by law and holding a public hearing, pursuant to Ordinance No., established the District for the purposes set forth in the Petition and in accordance with the CID Act; and

WHEREAS, the District is authorized under the CID Act to undertake the CID Project and CID Services (as such terms are defined in the Petition) and to impose the District Sales Tax (as defined in the Petition) for purposes of paying for or reimbursing the Developer for the costs of the CID Project and the CID Services and to pay the operating costs of the District; and

WHEREAS, the Parties desire to enter into this Agreement regarding the CID Project and CID Services to be carried out with revenues from the District Sales Tax, for reviewing the District’s annual budget and other annual reports required to be filed with the City; and

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

Section 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 2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“**Administrative Costs**” means the actual, reasonable overhead expenses necessary for the administration of the District, in accordance with the District’s budget in **Exhibit A**.

“Agreement” means this Cooperative Agreement.

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

“CID Act” means the Missouri Community Improvement District Act, Section 67.140 *et seq.*, of the Revised Statutes of Missouri, as amended.

“CID Reimbursable Project Costs” means all actual and reasonable costs, expenses and interest which are incurred by or at the direction of the District or the Developer with respect to construction of the District Project, including the actual and reasonable cost of labor and materials payable to contractors, builders, suppliers, vendors, and materialmen in connection with the construction contracts awarded for the District Project that is constructed or undertaken by the District or Developer, plus all actual and reasonable costs to plan, finance, develop, design and acquire the District Project, 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 District Project and all actual and reasonable costs for the oversight of the completion of the District Project and:
- (2) All other items of expenses not elsewhere specified in this definition which may be necessary or incidental to the review, approval, acquisition, construction, improvement and financing of the District Project and which may lawfully be paid or incurred by the City under the CID Act.

“City” means the City of Gladstone, Missouri.

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

“Department of Revenue” or **“DOR”** means the Director of the Missouri Department of Revenue, or his or her designee, which is authorized to collect the District Sales Tax in accordance with the CID Act.

“Developer” means North Eagle Properties, LLC a Missouri Limited Liability Company, and its successors and assigns.

“District” means the 58 North Oak Community Improvement District, a Missouri community improvement district and political subdivision of the State of Missouri.

“District Project” means the projects undertaken by the District identified in **Exhibit D** of the Petition.

“District Sales Tax” means the sales tax imposed by the District on receipts from the sale at retail of all eligible tangible personal property or taxable services at retail within its boundaries pursuant to the CID Act, from the imposition of the District Sales Tax.

“District Revenues” means the revenues generated by the District Sales Tax.

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

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

Section 3. Representations by the District. As of the date of this Agreement, 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) by proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its duly authorized officers and (c) this Agreement constitutes the legal valid and binding obligation of the District, enforceable in accordance with its terms.

Section 4. Representations by the Developer. As of the date of this Agreement, the Developer represents that: (a) the Developer has all necessary limited liability company power and authority to execute and deliver and perform the terms and obligations of this Agreement, and such execution and delivery has been duly and validly authorized and approved; (b) this Agreement constitutes the legal valid and binding obligation of the Developer, enforceable in accordance with its terms; and (c) the execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

Section 5. Representations by the City. As of the date of this Agreement, the City represents that: (a) the City is city of the third class, duly organized and existing under the laws of the State; (b) by proper action of its City Council, the City has been duly authorized to execute and deliver this Agreement and to carry out its obligations hereunder, acting by and through its City Manager; and (c) this Agreement constitutes the legal valid and binding obligation of the City, enforceable in accordance with its terms.

Section 6. Collection, Enforcement, and Administration of District Sales Tax.

(a) **Imposition of the District Sales Tax.** The Board of Directors, as defined by the Petition, within thirty (30) days after the effective date of this Agreement, shall adopt a resolution that imposes the District Sales Tax within the District’s boundaries, subject to qualified voter approval. The District Sales Tax shall be collected by DOR as

provided in the CID Act. All District Revenue disbursements shall be subject to annual appropriation of the District.

(b) **Administration and Collection of the District Sales Tax.** The Parties anticipate that the District Sales Tax will be collected by DOR, as provided in the CID Act. The District shall perform all functions incident to the administration and enforcement of the District Sales Tax, pursuant to the CID Act. The District has enacted, or will enact, resolutions that: (i) impose the District Sales Tax (subject to qualified voter approval); and (ii) prescribe any required forms and administrative rules and regulations for reporting the District Sales Tax. The District may amend the forms, administrative rules, and regulations applicable to the administration, enforcement and operation of the District Sales Tax, as needed.

Section 7. Submission of Annual Budget and Annual Report by the District.

(a) The District shall annually prepare or cause to be prepared a budget (the “**Budget**”) for the District’s upcoming fiscal year, which is consistent with the purposes of the District. The Budget shall be submitted to the City Clerk for submission to the City Council for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each fiscal year of the District, the Board of Directors shall adopt a Budget for the District for the ensuing fiscal year, with expected expenditures, revenues, and rates of assessments and taxes, if any, in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of the fiscal year, the District shall be deemed to have adopted for such fiscal year a Budget, which provides for the application of the District Sales Tax revenues collected in such fiscal year in accordance with the Budget for the prior fiscal year as provided by law.

(b) The District shall provide written information as to how the proposed Budget is consistent with the purposes of the District. Said written information shall also evidence the total amount of reimbursement received by the Developer from the District Revenues both for the current fiscal year for which the budget is adopted and for all previous fiscal years.

(c) The District shall prepare and submit to the City Clerk and the Missouri Department of Economic Development an annual report (the “**Annual Report**”) within one hundred twenty (120) days after the end of the then fiscal year stating the services provided, revenues collected and expenditures made by the District during the fiscal year, and copies of all written resolutions approved by the Board of Directors during the fiscal year.

(d) The District shall, if requested by the City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the Petition.

(e) The District shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to its business affairs in accordance with generally accepted accounting principles consistently applied. The District shall make its books and records available to the City and will furnish to 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.

Section 8. CID Projects and CID Services.

- (a) **Cost of CID Projects.** As set forth in **Section 4** and Exhibit D of the Petition, the total estimated costs of the CID Project and CID Services is Eight Hundred Twenty-Six Thousand Nine Hundred and Five (\$826,905) and the breakdown of the costs is attached hereto as **Exhibit A** and incorporated herein by this reference. The District may only use the District Sales Tax and/or proceeds of CID Obligations (excluding financing, professional fees and expenses, underwriting, and issuance costs related to CID Obligations) to finance and/or reimburse the Developer for the categories of costs set forth on **Exhibit A**. Savings in the amount expended with respect to any specific line item in the attached breakdown of costs may be used to fund cost overruns in another line item. Any increase in the estimated costs of the CID Project and CID Services (excluding financing, professional fees and expenses, underwriting, and issuance costs related to CID Obligations) above Eight Hundred Twenty-Six Thousand Nine Hundred and Five (\$826,905) will require approval by the parties as an amendment to this Agreement. Upon completion of the CID Projects set forth in **Section 4** of the Petition the Developer or the CID shall submit to the City invoices evidencing the cost of the CID Projects.
- (b) **Project Timelines and Completion.** The Developer shall demolish all buildings and structures on the property subject to the Petition on or before March 10, 2021, failure to do so shall authorize the City to demolition the same. Additionally, should the City to demolish the aforementioned buildings and structures, the Developer and the District shall reimburse the City for the cost of the same. The Developer and the District shall complete the construction of the CID Projects listed in **Exhibit D** of the Petition within Eighteen (18) months of the execution of this Agreement.
- (c) **Certificate of Completion and CID Reimbursable Project Costs.**
- i. The Developer, as agent of the District, shall submit to the City a request for certification of CID Reimbursable Project Costs in a form similar to the one set forth in **Exhibit B**, attached hereto and incorporated herein. Developer shall provide itemized invoices, receipts or other information, to confirm that any submitted costs is so incurred. If the City determines, in its reasonable discretion, that the District Project has been completed in accordance with all

relevant codes, regulations, statutes, and laws, and that the costs submitted for reimbursement are CID Reimbursable Project Costs, then the City shall approve the Certificate. If the City determines to not approve the Certificate, the City shall notify the Developer in writing within thirty (30) days after receiving Certificate, and shall specify in such notice the reason(s) for withholding its approval. The Developer shall have the right to identify and substitute other CID Reimbursable Project Costs with a supplemental application for payment, subject to the limitations of this Agreement, for any requested reimbursement that the City determines does not qualify as a CID Reimbursable Project Cost.

- ii. Upon substantial completion of the District Project, the Developer shall submit a Certificate of Completion substantially in the form attached hereto as **Exhibit C (“Completion Certificate”)**. If the City, determines in its reasonable discretion, that the District Project has been completed in accordance with all relevant codes, regulations, statutes and laws, then the City shall approve the Completion Certificate. If the City determines to not approve the Completion Certificate, the City shall notify the Developer as appropriate in writing within thirty (30) days after receiving the Completion Certificate, and shall specify in such notice the reason(s) for withholding its approval. Upon request of the Developer, the City shall hold a hearing at which the Developer may challenge the City’s determination, including presentation of new and/or additional evidence.

- (d) **Ownership and Maintenance of District Projects.** Except as provided herein, the District shall have no ownership of the District Projects, and title to the District Project shall at all times be vested in the name of its current owners, including, inter alia, the Developer, and their successors and assigns. The District shall not be responsible for maintenance of the District Projects.
- (e) **New District Projects.** The District may use District Revenues, as such revenues are available, to pay project costs for new District projects which have been determined by the City Council to be necessary and approved in accordance with the CID Act. The District shall not undertake any new District projects without the prior approval of the City Council. Payment of the costs of any new District project shall be paid on the same priority as exists for CID Reimbursable Project Costs, in such relative proportion with CID Reimbursable Project Costs as is determined at the time of the approval of such new District Project.
- (f) **Reduction of District Sales Tax.** Upon the appropriate party being reimbursed for all cost of all the CID Projects listed in Exhibit D of the Petition, and subject to the provisions of **Section 8(e)**, the District shall decrease the District Sales Tax to ¼ of one percent.
- (g) **Land Uses and Land Use Restrictions.** In addition to the land use restrictions that are established pursuant to the City’s zoning and subdivision regulations, the

Developer and its successors and assigns, shall not permit, allow, authorize any of the uses or businesses listed in **Exhibit D** attached to this Agreement and incorporated herein by reference hereto. Further, the Developer shall not lease, sale, or otherwise transfer any property within the District to any of the uses or businesses listed in **Exhibit D**.

Section 9. Default and Remedies.

- (a) An event of default as specified in this Section (an “**Event of Default**”) shall occur upon the failure by any Party in the performance of any covenant, agreement, or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after a non-defaulting Party has given written notice to such defaulting Party specifying such failure.
- (b) If any Event of Default has occurred and is continuing, then any non-defaulting Party may, upon its election or any time after its election which such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting Party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement. To the extent that the City must enforce its rights against the District due to an Event of Default, costs incurred by the City for such enforcement shall be operating costs of the District.

Section 10. 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 elected official, officer, member, employee, director or agent of any Party, or of any successor thereto, as such, either directly or through such Party, 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 elected officials, 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 agrees, to the extent permitted by law, 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 attorneys fees, resulting from, arising out of, or in any way connected with the District's failure to comply with any applicable State law.

Section 11. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 12. Notices. Notices required by this Agreement shall be deemed given if deposited in the United States mail, first class, postage prepaid and addressed as hereinafter specified.

(a) In the case of the District to:

Gurcharan Singh
5810 NE Antioch Road
Gladstone, MO 64119

With copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

(b) In the case of the Developer to:

North Eagle Properties, LLC
Attn: Gurcharan Singh
5810 NE Antioch Road
Gladstone, MO 64119

With copy to:

William B. Moore
Rouse Frets White Goss Gentile Rhodes, P.C.
4510 Belleview Avenue, Suite 300
Kansas City, Missouri 64111

(c) In the case of the City to:

Gladstone City Hall
7010 N. Holmes.
Gladstone, MO 64118
Attention: City Manager

With copies to:

Williams & Campo, P.C.
400 Longview Boulevard, Suite 210
Lee's Summit, Missouri 64081
Attn: T. Christopher Williams

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other.

Section 13. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Clay County, Missouri. The Parties consent to the jurisdiction and venue of that court.

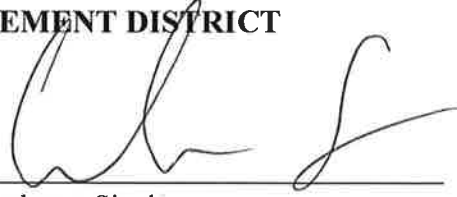
Section 14. Validity and Severability. It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement is 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 15. 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.

[Remainder of page intentionally left blank]

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

**58 NORTH OAK COMMUNITY
IMPROVEMENT DISTRICT**



By: _____
Name: Gurcharan Singh
Title: Chairman

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 30 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Gurcharan Singh, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the **58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT**, a Missouri community improvement district, and that said instrument was signed in behalf of said district by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

RUTH E. BOCCHINO
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: June 6, 2023
Commission #15422361

Ruth E Bocchino
Name: RUTH E BOCCHINO
Notary Public in and for said State
Commissioned in Clay County

My commission expires: 6/6/23

NORTH EAGLE PROPERTIES, LLC

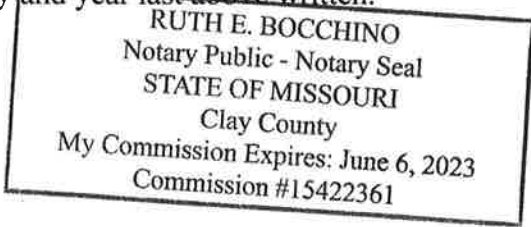
By: [Signature]
Name: Gurcharan Singh
Title: Member

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 30 day of march, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Gurcharan Singh, to me personally known, who, being by me duly sworn, did say that he is the Member of **NORTH EAGLE PROPERTIES, LLC**, and that said instrument was signed in behalf of said company by authority of its members, and said officer acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Ruth E Bocchino
Name: RUTH E BOCCHINO
Notary Public in and for said State
Commissioned in Clay County

(SEAL)

My commission expires: 6/6/23

[SEAL]

CITY OF GLADSTONE, MISSOURI

By: Scott Wingerson
Name: Scott Wingerson
Title: City Manager

ATTEST:

Ruth E. Bocchino
Ruth E. Bocchino, City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF CLAY)

On this 31 day of March, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared **SCOTT WINGERSON**, to me personally known, who, being by me duly sworn, did say that he is the City Manager of the **CITY OF GLADSTONE, MISSOURI**, and that said instrument was signed in behalf of said city by authority of its City Council, and said City Manager acknowledged said instrument to be the free act and deed of said city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

REBECCA JARRETT
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: November 11, 2022
Commission #14392947

Rebecca Jarrett
Name: Rebecca Jarrett
Notary Public in and for said State
Commissioned in Clay County

(SEAL)

My commission expires: 11-11-22

EXHIBIT A

	Year 1	Year 2	Year 3	Year 4	Year 5
	2020	2021	2022	2023	2024
A Estimated Sales Tax Revenue (1.0%)	\$0	\$0	17,735	19,296	21,264
Sales Tax Revenue Total	\$0	\$0	\$17,735	\$19,296	\$21,264
B Expenditures					
1 Ingress/Egress	\$48,000	\$4,000	\$6,000	\$8,000	\$8,000
2 Demolition	\$53,000	\$0	\$0	\$0	\$0
3 Enhanced Landscaping	\$46,000	\$10,000	\$10,000	\$10,000	\$10,000
4 Rain Garden	\$37,000	\$8,000	\$8,000	\$8,000	\$8,000
5 Relocation of Utility Easement	\$75,000	\$0	\$0	\$0	\$0
6 Enhanced Construction Materials	\$240,000	\$2,000	\$4,000	\$6,000	\$8,000
7 Venting	\$12,000	\$0	\$0	\$600	\$600
8 Architect, Engineering, Legal	\$200,000	\$5,000	\$5,000	\$5,000	\$5,000
9 Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
10 Accounting	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Expenditure Total	\$718,000	\$36,000	\$40,000	\$44,600	\$46,600
C Net of Revenue/Expenditures	(\$718,000)	(\$36,000)	(\$22,265)	(\$25,304)	(\$25,336)

EXHIBIT B

CERTIFICATE OF CID REIMBURSABLE PROJECT COSTS

To: City Clerk, City of Gladstone, Missouri

Copy: City Manager, City of Gladstone, Missouri
Chairman, 58 North Oak Community Improvement District

Re: Certification of 58 North Oak CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2021, (the "Agreement") between the City of Gladstone, the 58 North Oak Community Improvement District, and North Eagle Properties, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. Each item listed on *Schedule 1* attached hereto is a CID Reimbursable Project Cost and was incurred in connection with the construction of the District Project.

2. These CID Reimbursable Project Costs have been paid by the Developer and are reimbursable under the Agreement and, to the knowledge of the Developer, the CID Act.

3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the District Sales Tax, and no part thereof has been included in any other certificate previously filed with the City.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

6. All necessary permits and approvals required for the work for which this certificate relates have been issued and, to the knowledge of the Developer, are in full force and effect.

7. To the knowledge of the Developer, all work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.

8. If any cost item to be reimbursed under this Certificate is deemed not to constitute a CID Reimbursable Project Cost within the meaning of the Agreement and the CID Act, the Developer shall have the right to substitute other eligible CID Reimbursable Project Costs for payment hereunder.

9. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

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

Dated this 30 day of March, 2021.

NORTH EAGLE PROPERTIES, LLC

By: 

Name: Gurcharan Singh

Title: Chairman

Approved for Payment this 30 day of March, 2021.

CITY CLERK, CITY OF GLADSTONE, MISSOURI

By: 

Ruth E. Bocchino

Title: City Clerk

SCHEDULE 1 TO REIMBURSEMENT CERTIFICATE

Itemization of CID Reimbursable Expenses

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

To: City Clerk, City of Gladstone, Missouri

Copy: City Manager, City of Gladstone, Missouri
Chairman, 58 North Oak Community Improvement District

Re: Completion of 58 North Oak CID Reimbursable Project Costs

Terms not otherwise defined herein shall have the meaning ascribed to those terms in the Cooperative Agreement dated as of _____, 2021, (the "Agreement") between the City of Gladstone, the 58 North Oak Community Improvement District, and North Eagle Properties, LLC. In connection with the Agreement, the undersigned ("Developer") hereby states and certifies that:

1. The District Project has been completed in accordance with the Agreement, and all required approvals, certificates or permits have been granted or issued by the appropriate governmental entity or agency to commence operation of all improvements in the District Project.

2. To the knowledge of the Developer, the Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes an Event of Default on the part of the Developer under the Agreement.

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

Dated this 30 day of March, 2021.

NORTH EAGLE PROPERTIES, LLC

By: 

Name: Gurcharan Singh

Title: Chairman

Approved for Payment this 30 day of March, 2021.

CITY CLERK, CITY OF GLADSTONE, MISSOURI

By: 

Ruth E. Bocchino

Title: City Clerk

EXHIBIT D
Restricted Land Uses

- Title loan, check cashing, or unsecured loan business
- Adult business, adult entertainment, adult personal services
- Car repair
- Car sales
- Boat dealers
- Boat, RV, and maintenance equipment storage
- Building or grounds maintenance
- Bus Terminal
- Heavy Equipment rental, sales, or service
- Kennel with outside runs
- LP gas or fuel oil sales (unless as an accessory use)
- Manufactured homes sales
- Motorcycle sales
- Outdoor or indoor gun club, skeet or trap shoot or archery range
- Pawn Shop
- RV Sales
- Tattoo parlor
- Travel trailer and/or tent campground
- Truck sales or lease
- Penal or correctional institution
- Commodity purchase facilities (i.e. cash for gold stores)
- Asphalt plant
- Cement, lime, gypsum and plaster of paris manufacture
- Chemical and allied products
- Garbage processing facility
- Landfill, sanitary and demolition
- Mining
- Mini-warehouse facility
- Oil and gas production
- Salvage yard, scrap yard, junk yard and automobile wrecking yard
- Sewage Treatment facility
- Solid waste transfer station
- Tow lot
- Trucking and courier service
- Inpatient drug and/or alcohol rehabilitation services
- Guns and ammunition sales and service
- No more than 10% of gross sales of tobacco and/or vapor and vapor related products
- Medical Marijuana Facilities and/or paraphernalia

In addition: Business must be restricted to 200 square feet for display and storage of tobacco and/or vapor and related products which must be displayed and stored behind the point of sale counter

February 4, 2021

Ruth Bocchino
City Clerk
Gladstone City Hall
7010 N. Holmes Street
Gladstone, MO 64118

Re: 58 North Oak Community Improvement District

Dear Ms. Bocchino:

Attached please find the 58 North Oak Community Improvement District Petition for filing. This Petition replaces the petition previously filed.

Very truly yours,



William B. Moore

WBM:arc
Attachment
cc: Gucharan Singh

{33437 / 69430; 909966. }

58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT

**PETITION TO THE
CITY OF GLADSTONE, MISSOURI
FOR THE CREATION OF THE**

58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT

Submitted February 4, 2021

**PETITION FOR THE CREATION OF THE
58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT**

To the City Council ("City Council") of the City of Gladstone, Missouri ("City"):

The undersigned petitioners ("Petitioners"), (1) being the owners of record owning more than fifty percent (50%) by assessed value of the real property within the boundaries of the hereinafter described 58 North Oak Community Improvement District (the "District"), and (2) comprising 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 Council establish the District under the authority of Sections 67.1401 to 67.1571, R.S.Mo. (the "Act"). In support of this petition (the "Petition"), the Petitioners set forth the following information in compliance with the CID Act.

1. Boundaries, Legal Description, and Map of District

The legal description of the District is attached hereto as Exhibit A. A map of the boundaries of the District is attached hereto as Exhibit B, confirming that the District is contiguous. The District is located entirely within the corporate boundaries of the City. A summary of the parcels within the District owned by the Petitioners is attached hereto as Exhibit C.

2. Name of District

The name of the District is 58 North Oak Community Improvement District.

3. Signatures May Not Be Withdrawn

Notice has been provided to all signers of the Petition 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 initially incurred is attached hereto as Exhibit D.

5. District Type

The District is a political subdivision of the State of Missouri in accordance with the Act.

6. District Governance, Number of Directors

The District is governed by a board of directors appointed by the City, which board shall consist of five (5) members.

7. Board of Directors

- a. Number. The District is governed by a Board of Directors (the “Board”) consisting of 5 members, who have been appointed by the municipality in accordance with this petition.
- b. Qualifications. Each member of the Board (“Director”) shall meet the following requirements:
 - (1) be at least 18 years of age;
 - (2) be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District, or a registered voter residing within the District, as provided in the CID Act;
 - (3) are citizens of the United States and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution and § 67.1451.6, R.S.Mo; and
 - (4) except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors.
- c. Initial Directors. The initial directors (“Initial Directors”) and their respective terms were identified by the City as follows:

Gurcharan Singh	4 years	Owner’s Representative
Kewal Singh	4 years	Owner’s Representative
Sukhwinder Singh	2 years	Owner’s Representative
Lakhvinder Singh	2 years	Owner’s Representative
Kamaljeet Kaur	2 years	Owner’s Representative

- d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director’s failure to meet the qualification requirements set forth above, 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.

- e. **Successor Directors.** Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution according to a slate submitted by the Board to the City of Gladstone, Missouri's City Clerk (the "City Clerk"). The slate of proposed Successor Directors shall include evidence in a form satisfactory to the City that each Successor Director meets the statutory qualifications to serve as Director pursuant to the CID Act and that the owner's representatives are duly authorized to serve as Directors.

Upon receipt of a slate of Successor Directors, the City Clerk shall promptly deliver the slate to the Mayor, and the Mayor shall either (i) approve the slate and seek consent of same from the City Council at the next regular meeting of the City Council, or (ii) return the slate to the Board with a request for alternates for any or all of the Board petitions identified on the slate.

Should the City Council refuse to consent to the slate submitted to it by the Mayor, it shall request alternatives for any or all Board positions identified on the slate and within ten days of such refusal, the Board shall submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the City Council.

Should the Mayor reject and return the slate to the Board, the Board shall within ten days of such refusal submit an alternative slate to the Mayor with two alternates for each of the Board positions requested by the Mayor. After receipt of the alternative slate, the Mayor shall either (i) choose from the alternate(s), approve the slate, and seek consent of the City Council at the next regular meeting of the City Council, or (ii) reject the alternative slate. In the event the Mayor rejects the alternative slate, Successor Directors shall be appointed by the Mayor with the consent of the City Council.

If any such action by the Mayor or the City Council is not completed within a 30-day period, the Successor Directors shall be deemed to have been appointed by the Mayor with the consent of the City Council according to the slate submitted.

8. Total Assessed Value

The total estimated assessed value of all real property located within the District, as reported by the Clay County Assessor's Office as of the date of this Petition, is \$84,463. As depicted on Exhibit C, Petitioners own real property within the District currently assessed at \$84,463 representing 100% of the assessed value of all of the real property within the District.

9. Determination of Blight

The petitioners are seeking a determination that the District Land is a blighted area. A blight analysis is attached to this petition.

10. Proposed Length of Time

The life of the District shall be for a minimum of thirty (30) years following the effective date of the Ordinance establishing the District, after which, the District shall continue in perpetual existence unless and until terminated in accordance with the Act.

11. Proposed Method of Financing District Costs

The costs of the district improvements and services will be financed through a conventional secured loan, reimbursement agreement and/or bonds issued by the District or other authorized body, any of which will be secured by the pledge of applicable revenue received from the imposition of a one percent District sales tax within the District ("CID Sales Tax"). The costs of services shall only be paid by revenues of the district after the costs of improvements have been fully paid.

12. Sales Tax

The District will impose a one percent (1%) sales tax.

13. Maximum Rates of Business Licenses and Real Property Taxes

The District will impose no real property tax levy or business license taxes within the District.

14. Special Assessments

The District is not authorized to levy a special assessment.

15. Limitations on Borrowing Capacity

Petitioners do not seek limitations on the borrowing capacity of the District.

16. Limitations on Revenue Generation

Petitioners do not seek limitations on the revenue generation of the District.

17. Other Limitations on District Powers

Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act.

18. Audit

The City Auditor shall have the right to examine or audit the records of the District and shall require that the District make such records available to the City Auditor within ten (10) days after a written request for the same is made.

19. Severability / Exhibits

It is the intention of the Petitioners that the provisions of this Petition 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 Petition. Accordingly, if any provision of this Petition shall be deemed invalid or unenforceable in whole or in part, this Petition 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 Petition in order to render the same valid and enforceable. All exhibits attached hereto are hereby incorporated into this Petition by reference.

20. Request to Establish District

By execution and submission of this Petition, the Petitioners request that the City Council establish the District as set out in this Petition.

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

**EXECUTION PAGE FOR PETITION FOR THE CREATION OF THE
58 NORTH OAK COMMUNITY IMPROVEMENT DISTRICT**

Name of owner: North Eagle Properties, LLC

DBA (if any): _____

Owner's telephone number: (347) 335-2836

Owner's mailing address: 5810 NE Antioch Road, Gladstone, MO 64119

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: Gurcharan Singh

State basis of legal authority to sign: Member

Signer's telephone number: _____

Signer's mailing address: _____

If owner is an individual: Single Married

If owner is not an individual Corporation General Partnership
state what type of entity: Limited Liability Company Limited Partnership
 Urban Redevelopment Corp Trust
 Nonprofit Corporation Other: _____

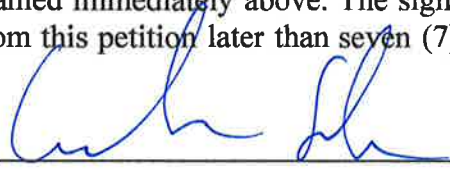
Parcel ID	Address	AV 2020
13909000500100	5720 N OAK TRFY	\$35,100
13909000500200	307 NE 58TH ST	36,800
13909000500600	N OAK TRFY	12,563
Total		\$84,463

[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES FOLLOW]

By executing this petition, the undersigned represents and warrants that he/she is authorized to execute this petition on behalf of the property owner named immediately above. The signatures of the signers of this petition may not be withdrawn from this petition later than seven (7) days after filing hereof with the city clerk.

Date: 02/04/21

Signature: 

Name: Gurcharan Singh

Title: Member

STATE OF Missouri)

) ss.

COUNTY OF Clay)

BE IT REMEMBERED, that on this 4th day of February 2021, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Gurcharan Singh, the Member of North Eagle Properties, LLC., a Missouri limited liability corporation ("Company"), who executed the within instrument on behalf of said Company and he/she duly acknowledged the execution of the same to be the act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



NOTARY PUBLIC

My Commission Expires:

RUTH E. BOCCHINO
Notary Public - Notary Seal
STATE OF MISSOURI
Clay County
My Commission Expires: June 6, 2023
Commission #15422361

58 North Oak CID

Parcel Numbers and Assessed Values (2020):

Map #	Parcel ID	Address	AV 2020
1	13909000500100	5720 N OAK TRFY	\$35,100
2	13909000500200	307 NE 58TH ST	36,800
3	13909000500600	N OAK TRFY	12,563
	Total		\$84,463

CLERK'S RECEIPT OF PETITION

This Petition to create the 58 North Oak Community Improvement District was filed in the office of the City Clerk of the City of Gladstone, Missouri on the 4th day of February, 2021.

Ruth E. Bocephino
City Clerk

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF DISTRICT

Beginning at the southwest corner of NE 58th Street and North Oak Trafficway of Lot 1, Commissioners Plat of Palmer Home, a subdivision of land in Gladstone, Clay County, Missouri, then west 200 feet, then south 265 feet, then east 200 feet, then north 265.44 feet back to the point of beginning.

Three parcels of land known as known as 5720 N Oak Trafficway, 307 NE 58 Street and a portion of a third parcel with an unknown address on N Oak Trafficway.

The above described track of ground is a portion of the area described in the attached legal description.

LEGAL DESCRIPTION

TRACT I:

Lot 1, EXCEPT the South 200 feet thereof, COMMISSIONERS PLAT OF PALMER HOME, a subdivision of land in Gladstone, Clay County, Missouri, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

EXCEPT:

All that part of Lot 1, COMMISSIONERS PLAT OF PALMER HOME, an addition in the City of Gladstone, Clay County, Missouri, described as follows: Beginning at a point 20 feet East and 20 feet South of the Northwest corner of said Lot 1; thence South parallel with the West line of said lot, 99.44 feet; thence East 150 feet; thence North parallel with the West line of said lot, 99.47 feet; thence West 150 feet to the point of beginning.

AND EXCEPT:

The North 100 feet of the South 540 feet of the West 170 feet of Lot 1, EXCEPT the West 20 feet thereof in roadway, COMMISSIONERS PLAT OF PALMER HOME, a subdivision of land in Gladstone, Clay County, Missouri.

AND EXCEPT:

All of the North 100 feet of the South 400 feet of the West 170 feet of Lot 1, COMMISSIONERS PLAT OF PALMER HOME, EXCEPT the West 20 feet thereof for street purposes, an addition in and to the City of Gladstone, Clay County, Missouri.

AND EXCEPT:

The North 100 feet of the South 300 feet of the West 170 feet of Lot 1, EXCEPT the West 20 feet thereof, COMMISSIONERS PLAT OF PALMER HOME, a subdivision in Gladstone, Clay County, Missouri.

AND EXCEPT:

All that part of Lot 1, COMMISSIONERS PLAT OF PALMER HOME, a subdivision in the City of Gladstone, Clay County, Missouri, described as follows: Beginning at the intersection of the West right of way line of North Oak Trafficway, (as now established), with a line drawn 200.0 feet North of and parallel to the South line of said Lot 1; thence North along said West right of way line, a distance of 175.00 feet; thence West and parallel to the South line of said Lot 1, a distance of 300.00 feet; thence South and parallel to the West right of way line of said North Oak Trafficway, a distance of 175.00 feet to a point on a line drawn 200.00 feet North of and parallel to the South line of said Lot 1; thence East along last said line, a distance of 300.00 feet to the point of beginning.

AND EXCEPT:

The Easterly 40 feet thereof, located in North Oak Trafficway and the Northerly 20 feet thereof, located in Northeast 58th Street and the Westerly 20 feet thereof, located in North Walnut Street.

AND EXCEPT:

That portion conveyed to the City of Gladstone, as set forth in the Quit Claim Deed filed May 25, 1993, recorded in Book 2230 at Page 392, described as follows: Beg. 150' S of SW cor NE 58th & N. Oak, S 115.44', W 300', S 175', W 157', N 200', W 150', N 40', E 150', N 199.47', E 70', S 190', E 285', N 40', E 100' to Point of Beginning, Comm. Plat Palmer Home: Beginning 199.44 feet South of the NW corner of Lot 1; thence East 5 feet, thence South 40 feet, thence West 5 feet, thence North 40 point to point of beginning.

TRACT II:

Part of Lot 1, COMMISSIONERS PLAT OF PALMER HOME, a subdivision of land in Gladstone, Clay County, Missouri, according to the recorded plat thereof, more particularly described as follows:

Beginning 150 feet South of Southwest corner of Northeast 58th and North Oak, thence South 115.44 feet, thence West 300 feet, thence South 175 feet, thence West 157 feet, thence North 200 feet, thence West 150 feet, thence North 40 feet, thence East 150 feet, thence North 199.47 feet, thence East 70 feet, thence South 190 feet, thence East 285 feet, thence North 40 feet, thence East 100 feet to Point of Beginning, subject to that part, if any, in streets, roadways, highways or other public right-of-ways.

TAX I.D. No. 13909000500100 (Affects Part of Tract I)

TAX I.D. No. 13909000500600 (Affects part of Tract I)

TAX I.D. No. 13909000500200 (Affects part of Tract I)

TAX I.D. No. 13909000500300 (Affects Tract II)

**EXHIBIT B
MAP OF DISTRICT**



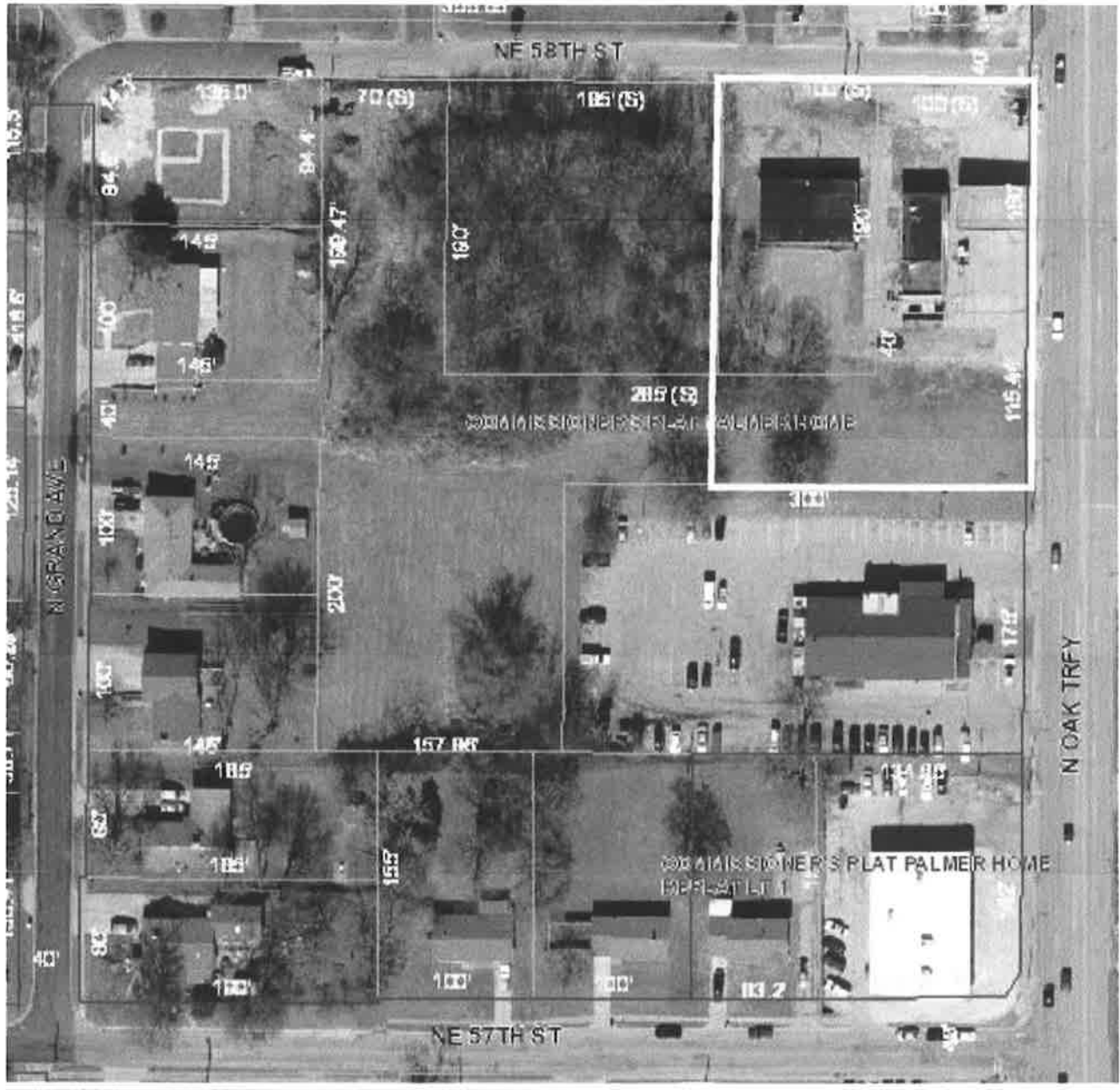


EXHIBIT C
PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

PETITIONERS' TRACTS:

NORTH EAGLE PROPERTIES LLC:

Map #	Parcel ID	Address	AV 2020
1	13909000500100	5720 N OAK TRFY	\$35,100
2	13909000500200	307 NE 58TH ST	36,800
3	13909000500600	N OAK TRFY	12,563
	Total		\$84,463

PETITIONER'S PERCENTAGE OF TOTAL CID ASSESSED VALUE:

Total AV Petitioners' Parcels		\$84,463
Total AV CID		\$84,463
Percentage of Total AV		100%

EXHIBIT D

**FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES***

- I. **General.** The District will be established to fund those items set forth below in the CID Project Budget, and also fund the initial start-up costs and ongoing operating costs of the District. The District Projects will serve the public purpose of remediating the blighting conditions found to exist within the District.
- II. **District Purposes.** The purposes of the District are to:
- (1) Provide or cause to be provided for the benefit of the District, certain improvements more specifically described in this Petition;
 - (2) Fund the costs, expenditures, and undertakings of the District;
 - (3) To levy and collect the Sales Tax in order to provide a source of payment for the District Projects; and
 - (4) Such other purposes and activities authorized by the Act and allowed by the Petition.
- III. **Estimated Initial Five Year Budget.** The estimated revenue from the Sales Tax and expenditures for the initial five years of the District:

		Year 1	Year 2	Year 3	Year 4	Year 5
		2020	2021	2022	2023	2024
A	Estimated Sales Tax Revenue (1.0%)	\$0	\$0	17,735	19,296	21,264
	Sales Tax Revenue Total	\$0	\$0	\$17,735	\$19,296	\$21,264
B	Expenditures					
1	Ingress/Egress	\$48,000	\$4,000	\$6,000	\$8,000	\$8,000
2	Demolition	\$53,000	\$0	\$0	\$0	\$0
3	Enhanced Landscaping	\$46,000	\$10,000	\$10,000	\$10,000	\$10,000
4	Rain Garden	\$37,000	\$8,000	\$8,000	\$8,000	\$8,000
5	Relocation of Utility Easement	\$75,000	\$0	\$0	\$0	\$0
6	Enhanced Construction Materials	\$240,000	\$2,000	\$4,000	\$6,000	\$8,000
7	Venting	\$12,000	\$0	\$0	\$600	\$600
8	Architect, Engineering, Legal	\$200,000	\$5,000	\$5,000	\$5,000	\$5,000
9	Insurance	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
10	Accounting	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
	Expenditure Total	\$718,000	\$36,000	\$40,000	\$44,600	\$46,600
C	Net of Revenue/Expenditures	(\$718,000)	(\$36,000)	(\$22,265)	(\$25,304)	(\$25,336)

Notes:

- A The sales tax may only be levied after an approved board resolution and sales tax election in accordance with the CID Act. The sales tax is estimated to become effective October 1, 2021, subject to qualified voter approval in a mail-in ballot election. Any sales tax approved by qualified voters will not become effective until the first day of the second quarter following the approval of such tax.
- B3 For the first year, this includes all legal costs associated with the formation of the District, drafting, filing and prosecuting this Petition, the negotiation of any and all agreements between the District and the City, and engineering, insurance and accounting fees.
- * To the extent the actual revenue and costs of improvements vary from this five-year plan and CID Project Budget, the District's budget will be modified by the Board on an annual basis.

NE 58th Street & N. Oak Trafficway
Gladstone, Missouri

Blight Study

North Eagle Properties, LLC
Gladstone, Missouri
October 12, 2019

NE 58th Street & N. Oak Trafficway
Gladstone, Missouri

Blight Study

North Eagle Properties, LLC
Gladstone, Missouri
October 12, 2019

Table of Contents

Section I:	Property Data Introduction Property Data Neighborhood Data
Section II:	Blight Analysis Blight Analysis
Section III:	Appendices
Appendix A:	Property Ownership & Legal Descriptions
Appendix B:	Property Valuation & Taxes
Appendix C:	Summary of Properties & Blighting Factors Present
Appendix D:	Certification/Assumptions & Limiting Conditions/Qualifications

Introduction

The purpose of this analysis is to determine if the proposed NE 58th Street & N. Oak Trafficway Area (the “Study Area”) in Gladstone, Missouri (“City”) qualifies as a “blighted area” according to The Urban Redevelopment Corporations Law – Sections 353.010 to 353.190 RSMo. (the “Law”). The consultant visited the four tax parcels within the Study Area in October 2019. The effective date of this study is the date of inspection, October 12, 2019.

The Study Area lies within the Walnut Neighborhood and is located on the south side of NE 58th Street between N. Oak Trafficway and North Grand Avenue. The Study Area is depicted in the map included on the following pages and encompasses four (4) tax parcels containing approximately 3.50 acres.

Definitions

The Law allows cities the ability to utilize real property tax abatement as an incentive to encourage the redevelopment of blighted areas. Tax abatement is only available to for-profit “Urban Redevelopment Corporations” organized pursuant to the Law. The articles of association of Urban Redevelopment Corporations must be prepared in accordance with the general corporations laws of Missouri and must contain certain items set forth in Section 353.030, RSMo. of the Law. There are also special requirements for life insurance companies operating as Urban Redevelopment Corporations (353.040 RSMo.).

Tax abatement under the Law is only extended to real property that has been found to be a “blighted area” by the city. The provisions of Chapter 353.020, RSMo, relative to a finding of blight are found in the following definitions:

- (1) “Area”, that portion of the city which the legislative authority of such city has found or shall find to be blighted so that the clearance, replanning, rehabilitation, or reconstruction thereof is necessary to effectuate the purposes of this law. Any such area may include buildings or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part. (353.020(1), RSMo.)
- (2) “Blighted area”, that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes. (353.020(2), RSMo.)

Real property may be property found to be blighted even though it contains improvements, which by themselves do not constitute blight. (*Maryland Plaza Redevelopment Corporation v. Greenberg*, 594S.W.2d 284 (1979)) Tax abatement may also be extended to a tract of real

property, which by itself does not meet the definition of a blighted area if such tract is necessary to the redevelopment project and the Area on the whole constitutes a blighted area. (*Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 1191974*)

Chapter 353 Redevelopment Rights

Tax Abatement

Per the Law, tax abatement is available for a period of 25 years, which begins to run when the Urban Redevelopment Corporation takes title to the property. During the first 10 years, the property is not subject to real property taxes except in the amount of real property taxes assessed on the land, exclusive of improvements, during the calendar year preceding the calendar year during which the Urban Redevelopment Corporation acquired title to the real property. (353.110.1, RSMo.) If the property was tax exempt during such preceding calendar year, then the county assessor is required to assess the land, exclusive of improvements, immediately after the Urban Redevelopment Corporation takes title. During the next 15 years, the real property may be assessed up to 50% of its true value. (353.110.2, RSMo.) This means that the city may approve a development plan which provides full tax abatement for 25 years.

Payments in lieu of taxes (PILOTS) may be imposed on the Urban Redevelopment Corporation by contract with the city. PILOTS are paid on an annual basis to replace all or part of the real estate taxes which are abated. The PILOTS must be allocated to each taxing district according to their proportionate share of ad valorem property taxes. (353.110.4, RSMo.)

Urban Redevelopment Corporations are required to maintain reserves for depreciation, obsolescence and the payment of taxes. (353.090, RSMo.) The purpose of this requirement is to ensure that the redevelopment does not become blighted again.

Property Acquisition

Urban Redevelopment Corporations may acquire property in its own name or in the name of nominees by gift, grant, lease, purchase, or otherwise. (353.130, RSMo.) It may borrow funds and secure the repayment by mortgage. (353.150, RSMo.) An Urban Redevelopment Corporation operating pursuant to a redevelopment agreement with a municipality for a particular redevelopment area that was executed after December 31, 2006, may exercise the power of eminent domain within the redevelopment area in the manner provided for corporations in Chapter 523, RSMo. or by any other applicable statutory provision for the exercise of eminent domain.

Methodology

The purpose of this work is to analyze conditions located within the proposed Study Area so as to determine if the Study Area qualifies as a blighted area as defined within the Law.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration. Qualifying blight conditions throughout the Study Area were identified and analyzed to produce a chart showing blight conditions present in the Study Area.

Field investigations were conducted to document physical conditions within the categories of blight set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through Clay County and analyzed. Additional supplemental and updated information was obtained through discussions with the owner of the property located in the Study Area, and various reports and studies prepared or commissioned by the city and other consultants.

The consultant visited the Study Area on October 12, 2019. The effective date of the Blight Study is October 12, 2019, the date of inspection.

Previous Blight Determinations

The Study Area does not encompass any existing redevelopment plans. The Study Area has not previously been found blighted by the City.

Legal Description

The Study Area consists of four (4) tax parcels. An abbreviated legal description specific to each tax parcel within the Study Area is included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains four (4) tax parcels that are identified by the Clay County Assessor’s office. No public right-of-way is included within the Study Area. A complete listing of the tax parcels identified by the Clay County Assessor is included in Appendix A.

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Study Area Boundary



NE 58th Street & N. Oak Trafficway Area - Boundary Map

PROPERTY DATA

Location & Access

The Study Area encompasses approximately 3.50 acres and consists of four (4) tax parcels in Gladstone, Missouri in the Walnut Neighborhood.

Access to the Study Area is by way of local streets but primarily N. Oak Trafficway, a four-lane thoroughfare (two northbound lanes and two southbound lanes) which borders the eastern edge of the Study Area and is classified as an “Arterial” by the City, one of two north-south arterials in Gladstone (the other being N. Antioch Road about 1.5 miles to the east). NE 58th Street also provides direct vehicular access along the northern edge of the Study Area and N. Grand provides access, albeit not vehicular, to the western edge of the Study Area. Both NE 58th Street and N. Grand are two-lane “Local Streets” per the City’s street plan. The southern edge of the Study Area is not directly accessed by public right-of-way.

The southern-most point of the Study Area on N. Oak Trafficway is approximately 0.20 miles north of NE Englewood Road, an Arterial that provides access to U.S. Route 169 to the west. Via N. Oak Trafficway and NE Englewood Road, the Study Area is approximately 0.75 miles from U.S. Route 169. U.S. Route 169 intersects Interstate Highway 29 in Gladstone approximately 0.8 miles south of the U.S. 169/NE Englewood Road interchange. In addition to providing access to Interstate Highway 29, U.S. Route 169 also provides access within the metropolitan area to Interstate Highways 35, 70 and 435, and U.S. Routes 50, 56, 71 and 69. The Study Area is also located approximately 1.3 miles north of Interstate 29 via N. Oak Trafficway. Besides the Arterials of NE Englewood Road to the south and N. Antioch Road to the east, NE 72nd Street, another Arterial, is located approximately 1.75 miles to the north of the Study Area. Due to the easy access provided to the regional highway system and local arterials, access to the Study Area is well served.

All streets adjacent to the Study Area are two-way streets. Public streets and alleys do not exist within the Study Area. None of the intersections are signalized.

Public transit is well-served with one route directly serving the Study Area along N. Oak Trafficway and one other route within one-quarter mile of the Study Area to the south at N. Oak Trafficway and NE Englewood Road. Each of the routes is operated by the Kansas City Area Transportation Authority.

Route 201 (North Oak) operates north-south on N. Oak Trafficway each day of the week and directly serves the Study Area. The route heads north from Main Street and 27th Street at Crown Center to 12th Street and Grand Boulevard, then north along Grand Boulevard to the park and ride and major transfer hub at 3rd Street, across the Missouri River on Missouri Highway 9 and north on Burlington Street and N. Oak Trafficway to Barry Road, then west to the park and ride at Metro North and continuing west on Barry Road to the park and ride at Boardwalk Square. The route provides access to three major transfer hubs, three park and rides, and one bike share station.

Route 234 (Boardwalk-Antioch) operates just south of the Study Area along Englewood Road during the work week. The route's northern terminus is near 112th Street and Interstate 29 and links the Boardwalk Square park and ride and transit center with Creekwood Commons and the Antioch Crossing park and ride before terminating near Penguin Park on NE Vivion Road.

Bike routes do not currently exist within or near the Study Area. An on-road, signed "Share the Road" route has been proposed for N. Oak Trafficway.

Pedestrian access is provided via sidewalks along N. Oak Trafficway and N. Grand Avenue. The sidewalks range in condition from fair to good. Sidewalks are not present along NE 58th Street but driveways with wide aprons provide a paved surface along the two improved commercial properties in the northeastern corner of the Study Area.

Land Area

There is a total of four (4) tax parcels within the Study Area. According to calculations from Clay County GIS maps, the Study Area contains a total of approximately 3.50 acres.

Topography

The United States Geological Survey topographic map for Gladstone, Missouri indicates the Study Area slopes downward to the west and to the east from a plateau that exists near the northcentral portion of the Study Area. The lowest point is on N. Grand Avenue at approximately elevation 980. The eastern boundary along N. Oak Trafficway is at approximately elevation 990, and the plateau and crown in the north central portion of the site is at approximately elevation 1000. The Study Area slopes downward slightly to the south in the eastern portion of the Study Area and along N. Oak Trafficway.

According to Flood Map No. 29047C0204E from the Federal Emergency Management Agency (FEMA) none of the Study Area is included in a 500-year floodplain (0.2% annual chance) in a 100-year floodplain (1.0% annual chance).

Easements

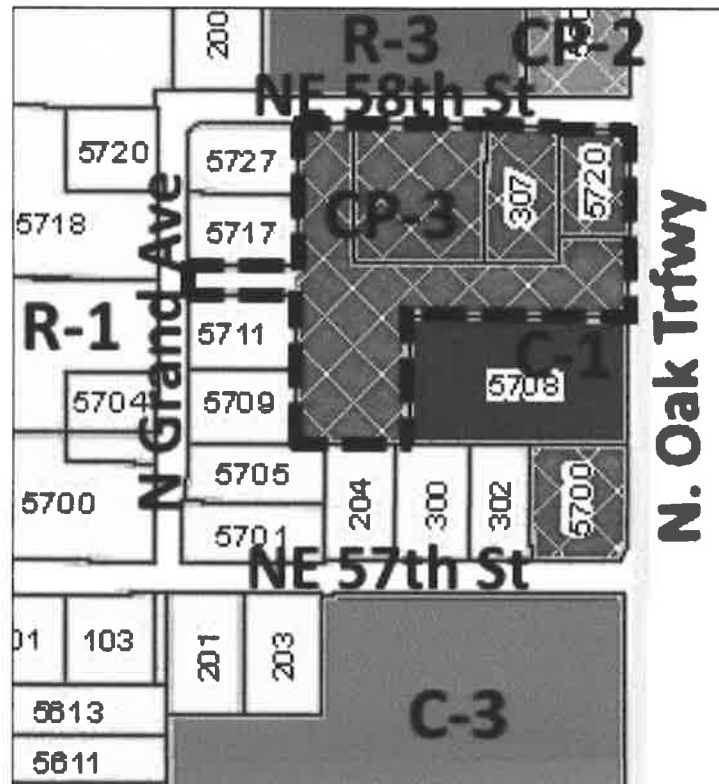
The consultant was not provided with title reports that encompass any part of the Study Area. No overall evaluation can be developed regarding easements or other restrictions which may be in effect within the Study Area.

Utilities

All utilities are available to the Study Area including water, sewers, natural gas, and power. Electrical lines in the Study Area are above ground and unsightly.

Zoning

The existing zoning in the Study Area is R-1 (“Single-family Dwelling District”) and CP-3 (“Planned District, Commercial”). Below is a map illustrating the two zoning districts within the Study Area and near vicinity:



NE 58th St & N. Oak Trafficway Redevelopment Area – Zoning Map

Environmental

A “No Further Action Letter – Non-Residential” from the Missouri Department of Natural Resources, dated September 23, 2013 and addressed to Central Bank of Kansas City, was provided to the consultant. The letter was issued upon receipt of a closure report submitted by UES Consulting Services, Inc. (“UES”), dated September 6, 2013, that detailed the removal of one 550-gallon, steel, used oil underground storage tank (“UST”) and three 10,000-gallon, steel, gasoline USTs at the facility located at 5720 North Oak Trafficway, Gladstone, Missouri. The closure report indicated contamination was found in the vicinity of the tanks removed, but the levels of contamination did not exceed the MRBCA Tier, Soil Type 1, non-residential risk based target levels. Consequently the Missouri Department of Natural Resources issued the “No Further Action Letter – Non-Residential”.

A limited Phase II Subsurface Investigation was conducted for Central Bank of Kansas City with respect to 5720 North Oak Trafficway by UES, dated September 14, 2017, as a follow-up to the closure report. Five soil samples testing for petroleum hydrocarbons indicated concentrations continued to be below the Missouri Department of Natural Resources non-residential risk based target levels. As a result, UES stated the contamination did not pose any health risks and no further action was required.

No separate environmental assessments were conducted as part of this Study and the consultant was not provided any environmental assessments to review with the exception of the property located at 5720 North Oak Trafficway. Some mold is visible in the interior of the retail building located at 307 NE 58th Street as a result of roof leaks and the saturation of insulation above the ceiling that has since fallen to the floor.

Real Estate Taxes

A five-year history of the assessed values within the Study Area is included in the appendix.

The data in Appendix B is the Assessor's opinion of Market Value and the resulting assessed value for the property within the Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value, the assessment ratio for commercial and industrial properties is 32%, and for residential properties the ratio is 19%. Agricultural property is assessed at 12%. The real estate levy for 2018 in the Study Area was \$8.5375 per \$100 of assessed valuation for commercial properties and \$8.5385 per \$100 of assessed valuation for residential properties. An additional \$1.59 per \$100 is assessed on commercial/industrial property only (the Merchants and Manufacturers replacement tax).

In 2018, the Study Area generated \$143,930 in taxable assessed value, generating a total of \$14,522.16 in real estate taxes, or approximately \$0.095 per square foot of land. The taxable assessed value has declined from \$156,990 in 2014, a decline of about 8.3%. No tax payments are delinquent.

Existing Improvements

The consultant inspected the entire site within the Study Area. The only building interiors inspected were those that could be seen through windows and storefronts. The total land area is approximately 3.50 acres, and fronts N. Oak Trafficway on the east and NE 58th Street in Gladstone.

The Study Area consists of two lots improved with two commercial buildings and two vacant lots. A one-story building formerly used as an auto repair shop, convenience store and gas station is located at the northeast corner of the Study Area at 5720 N. Oak Trafficway. Constructed in 1960, the building is in poor condition and the petroleum tanks for the gas station have been removed. Access is from NE 58th Street and N. Oak Trafficway.

The other commercial structure consists of a single-story retail building constructed of concrete masonry units and faced with brick on the east and north sides. Constructed in 1958, the building fronts NE 58th Street and the north side has a wide expanse of storefront glass. The building has four separate bays accessed via glass doors. The rear of each space is accessed via a door that leads to a parking surface on the south side of the building that is accessed by a driveway from N. Oak Trafficway constructed on the vacant lot to the south and along the southern edge of the property developed with the service station. The building is in very poor condition, and the county assessor in 2019 appraised the improvements with a negative value.

As noted above, a driveway has been constructed on the southern-most vacant lot to provide access to the rear of the retail building fronting NE 58th Street.

The other vacant lot, fronting NE 58th Street and located west of the retail building, had once been improved with a residential or accessory structure that has since been demolished. The foundation and slab of the structure remain.

Billboards

There are no billboards located within the Study Area.

Walnut Neighborhood

Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, two-, and three-mile radius of the Study Area from 5720 N. Oak Trafficway.

5720 N. Oak Trafficway Radius	Historical Population		Estimated Population	Projected Population
	2000	2010	2018	2023
One Mile	9,005	9,130	9,505	9,820
chg. (1 mile)		+10.5%	+11.3%	+7.5%
chg. from '00 (1 mile)		+10.5%	+23.0%	+32.2%
Two Mile	36,197	36,014	38,408	40,423
chg. (2 mile)		+4.8%	+11.6%	+7.6%
chg. from '00 (2 mile)		+4.8%	+16.9%	+25.8%
Three Mile	71,575	72,804	77,975	82,054
chg. (3 mile)		+4.4%	+8.1%	+5.8%
chg. from '00 (3 mile)		+4.4%	+12.9%	+19.5%

Source: ESRI; Sterrett Urban, LLC

5720 N. Oak Trafficway Radius	Estimated Median HH Income	
	2018	2023
One Mile	48,148	54,144
Two Mile	53,422	60,187
Three Mile	55,906	63,731

Source: ESRI

The population figures indicate population growth in the vicinity of the Study Area between 2000 and 2018 and at a far greater rate than two and three miles from the center of the Study Area. Population growth is projected to continue in all areas within five miles of the Study Area through at least 2023. The growth rates within one, two and three miles of the Study Area are higher than that of the City of Gladstone as a whole. The City of Gladstone experienced a population decline of 3.6% between 2000 and 2010, and then saw an increase of 7.5% between 2010 and 2017.

The median household income within one and two miles of the Study Area is less than that for Gladstone as a whole (\$55,119) and median household incomes within three miles of the Study Area were higher than that of Gladstone but less than that of the Kansas City metropolitan area (\$58,100). The lowest median household income in the vicinity of the Study Area is within one mile of the Study Area.

Unemployment

The most recent unemployment data for the Study Area is for the City of Gladstone, Missouri as a whole. The following data was provided by the Mid-America Regional Council (MARC):

Civilian Labor Force – Gladstone, Missouri
June 2019

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
15,110	14,579	531	3.5%

Source: Mid-America Regional Council

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Kansas City, KS/MO metropolitan area in August 2019 was 3.3%.

According to the Mid-America Regional Council, an unemployment rate of 4.0% can generally be considered “full employment.”

Section II

Blight Analysis

Blight Defined

As presented in Section I, the provisions of Chapter 353.020, RSMo, relative to a finding of blight are found in the following definitions:

- (1) *“Area”, that portion of the city which the legislative authority of such city has found or shall find to be blighted so that the clearance, replanning, rehabilitation, or reconstruction thereof is necessary to effectuate the purposes of this law. Any such area may include buildings or improvements not in themselves blighted, and any real property, whether improved or unimproved, the inclusion of which is deemed necessary for the effective clearance, replanning, reconstruction or rehabilitation of the area of which such buildings, improvements or real property form a part. (353.020(1), RSMo.)*
- (2) *“Blighted area”, that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime, or inability to pay reasonable taxes. (353.020(2), RSMo.)*

Several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a “slum” in order to be blighted. *Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation*, 518 S.W.2d 11, 15 (Mo. 1974)
- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. *Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc.*, 812 S.W.2d 903, 910 (MO.App.E.D. 1991).
- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. *Maryland Plaza Redevelopment Corporation v. Greenberg*, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).
- The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be

considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Component 1: Age

The age of a structure is a major factor contributing to obsolescence, outmoded design, and the physical deterioration of properties. All property, real and personal, has a “useful life.” Useful life usually refers to the duration for which the item will be useful, and not how long the property will actually last. Many factors affect a property's useful life, including the frequency of use, the age when acquired and the repair policy and environmental conditions of the business. The useful life for identical types of property will differ from user to user depending on the above factors, as well as additional factors such as foreseeable technological improvements, economic changes and changes in laws.

The vacant auto service/gas station, located at the northeastern corner of the Study Area at 5720 N. Oak Trafficway, was constructed in 1958. The vacant retail building located at 307 NE 58th Street was constructed in 1960, making both buildings at least 59 years old. To extend the useful life of a building beyond thirty-five years requires design solutions and building investment strategies that are economical and minimize the negative effects of changes needed to keep the building safe, functional, and efficient. The age of thirty-five years is generally used as a criterion for identifying older buildings that are likely to experience electrical and mechanical problems, as well as a tendency for gradual overall deterioration, unless they are very well maintained and updated regularly. This is clearly the case within the Study Area, as an examination within this Study of the other blighting factors indicates that indeed age is a contributing factor to obsolescence, outmoded design, and physical deterioration within the Study Area.

The two buildings in the Study Area range in age between 59 years and 61 years, and the presence of obsolescence, inadequate and outmoded design, and building deterioration indicate age is a contributing factor to blight within the Study Area.

Component 2: Obsolescence

Functional and external (economic) obsolescence are two of the most important factors when determining a property's value.

Functional obsolescence is a form of depreciation resulting in loss of value due to the lack of utility or desirability inherent in the design of the property. This lack of utility or desirability may take the form of inadequacies or super-adequacies.

Functional obsolescence is caused by a flaw in the structure, materials or design of the improvement. It is attributable to defects within the property, as opposed to external obsolescence, which is caused by external factors. Functional obsolescence may be curable or incurable. Functional obsolescence can be caused by a deficiency, which means the subject

property is below standard in respect to market norms. It also can be caused by a super-adequacy, which means that the subject property exceeds market norms. The only way that functional obsolescence can be offset is to cure it (when economically feasible) or when market norms change.

External obsolescence is a loss in value caused by factors outside the subject property. Examples may include an oversupplied market, very expensive financing or a locational factor such as proximity to a negative environmental influence. External obsolescence is generally incurable on the date of the inspection, but this does not mean that it is permanent. An external obsolescence caused by market conditions, for example, is rarely permanent as market conditions change over time. External influences can affect both the site and improvements.

The Area exhibits both functional and external obsolescence in its current condition. The vacancies of 5720 N. Oak Trafficway and 307 NE 58th Street in excess of six years exemplifies the functional obsolescence of the existing commercial retail buildings within the Area. Obsolescence is also evidenced throughout the Study Area as follows:

5720 North Oak Trafficway

The design of gas stations, convenience stores and auto repair shops has changed dramatically since the existing facility was constructed in 1958. Consumers are spending more time at convenience stores (according to one trade publication as many as 48% of customers are now purchasing goods, particularly prepared foods, inside a convenience store). Gas consumption nationwide has declined, and a number of analysts predict the trend will continue with increased use of vehicles utilizing alternative fuels. To address consumer demand for prepared food, many operators/developers have been adding restaurants and other “profit centers” to the convenience store model, all of which has led today’s typical convenience store to grow in size – the building and the site – in order to maximize the property’s attractiveness and profit potential. Some big box retailers, including grocery stores, are adding fuel stations and convenience stores and can purchase fuel in bulk, thereby placing more pressure on small gas stations and convenience stores like the one in the Study Area. Such a scenario has occurred within short distance of the Study Area to the south at N. Oak Trafficway and Englewood Road, as the Hy-Vee grocery store has added fueling stations and a convenience store that also provides cheaper fuel as part of a rewards program offered through the purchase of groceries.

The subject property, once under separate ownership from the other three parcels included in the Study Area, is too shallow to provide the necessary depth for today’s convenience store. Once restricted by its western property line, the property is now restricted by the building located at 307 NE 58th Street. Without the demolition of 307 NE 58th Street and the current facility at 5720 N. Oak Trafficway, both properties will continue to be vacant.

The auto repair shop is also functionally obsolete. Consisting of two bays and deteriorating materials, the facility at the subject property is much smaller than today’s typical repair shop, which can be part of a larger retail center or a stand-alone facility and consisting of at least six to eight bays with some room for automobile storage. Even with the necessary demolition of the existing structures in the Study Area to maximize the success of the past uses, the sound and

light pollution of a larger automotive-oriented development may encroach and negatively impact the adjacent residential neighborhood.

307 NE 58th Street

The parcel is improved with what is characterized by the International Council of Shopping Centers (“ICSC”) as a small strip/convenience center, defined as a row of stores or service outlets managed as a coherent retail entity, with on-site parking and no enclosed walkways linking stores. The strip/convenience center is the smallest of all shopping centers whose tenants provide a narrow mix of goods and personal services to a very limited trade area. The size of such centers is typically between 5,000 square feet and 30,000 square feet, although the subject building in the Study Area is approximately 2,400 square feet (40 feet deep by 60 feet wide). The optimal depth of a strip center today is 70 feet – almost twice that of the subject building – and should not exceed 100 feet. A twenty-foot bay spacing allows for a wide variety of tenants. The four storefront doors indicate bays of fifteen feet when opened.

Besides the size of the building, visibility is also an important issue today for the success of a strip/convenience center. Tenants must be seen and they must be seen as prominently as possible. The subject building, however, is the only building in Gladstone’s N. Oak Trafficway corridor that does not front N. Oak Trafficway, but instead fronts a local street. Today’s strip/convenience centers consist of buildings that act as billboards that have large sign bands with plenty of space for tenant signage.

Accessibility is another important element for a successful strip/convenience center. The land-to-building ratio should provide 20%-25% of the site dedicated to the building. There should be five to six parking spaces per 1,000 square feet with four of the five spaces located between the main road and the front of the center. Centers less than 10,000 square feet, such as the subject property, should have no more than two rows of parking between the street and building. The subject property’s parking surface has no pavement markings and is deteriorated to the point where it cannot accommodate the necessary parking for the building.

Easy access in and out of the parking area to the primary road is critical. In the case of the subject property a pedestrian zone – a sidewalk – is not present, and the driveway access from NE 58th Street is wider than today’s zoning requirement of forty feet, all of which leads to increased chances of pedestrian/vehicle and vehicle/vehicle conflicts. In addition, the back of the building is accessed only per a driveway that is accessed off of N. Oak Trafficway and is adjacent to the southern lot line of 5720 N. Oak Trafficway. The driveway, if 307 NE 58th Street is to function as a commercial building, further hinders the development of the vacant lot upon which the driveway is located by narrowing the available frontage on N. Oak Trafficway

No Address – NE 58th Street (Parcel No. 13909000500300)

The parcel is currently vacant and overgrown, and has been vacant for at least the past fifteen years. Vehicular access does not exist, and the lack of development for so many years indicates the parcel individually, considering its lack of visibility from N. Oak Trafficway, suffers from external obsolescence. Zoned as a planned commercial district, the best use of the parcel would be a coordinated development with those parcels fronting N. Oak Trafficway.

No Address – N. Oak Trafficway (Parcel No. 13909000500600)

The parcel fronts N. Oak Trafficway and is located immediately south of the service station located at the corner of N. Oak Trafficway and NE 58th Street. The parcel extends as far west as N. Grand Avenue, where a small sliver forty feet wide is located between two single-family residences and is zoned R-1 (“Single-Family Dwelling District”). The remainder of the property was rezoned from C-1 (“Local Business District”) to CP-3 (“Planned Commercial District”) in January 2006. The sliver of land zoned R-1 is forty feet wide between the adjoining properties to the north and south, which does not satisfy the R-1 zoning requirement of a seventy-foot lot width.

The parcel frontage on N. Oak Trafficway is too narrow for commercial development. The Study Area, platted originally as the four separate lots, developed in such a way around 1960 that any meaningful development of the subject property would be impossible. Two other areas of the subject property – one that is located immediately west of the vacant lot fronting NE 58th Street, and the other located to the west of the Mi Ranchito restaurant, suffer from poor visibility from N. Oak Trafficway. Any development of those two areas would serve as a buffer to the surrounding residential development, and would likely serve as accessory to a more meaningful development on N. Oak Trafficway.

Obsolescence is also caused by the age of the two commercial structures, as the building systems and equipment in both buildings require upgrading to accommodate today’s technology and communications equipment. Impaired accessibility is an issue that can also be found throughout the two buildings, as well as the lack of fire/life/safety systems that protect life and property.

The two vacant lots also exhibit obsolescence, as the properties, once both improved with buildings according to the Clay County Assessor’s office, were demolished more than fifteen years ago and have not been developed since.

Component 3: Inadequate or Outmoded Design

Inadequate or outmoded design is evidenced throughout the Area as follows:

5720 North Oak Trafficway & 307 NE 58th Street

Much of the inadequate or outmoded design has been reviewed in the previous section concerning obsolescence. It is largely from inadequate or outmoded design that the properties improved with structures qualify as obsolete.

No Address – NE 58th Street (Parcel No. 13909000500300)

The parcel is located immediately west of 307 NE 58th Street and is currently vacant land. The property was once improved with what appears to be a small residence or accessory structure that, according to historic aerial photos, was demolished sometime before 2004. The Clay County Assessor classifies the property as “Residential”, despite the parcel having been rezoned from C-1 (“Local Business District”) to CP-3 (“Planned Commercial District”) in January 2006.

As a result, the county does not have records pertaining to the structure including when the structure was constructed. A stone foundation is all that remains. Much of the property is covered with overgrown vegetation which has attracted trash and some dumping. In 1997 the City of Gladstone amended its Land and Development Ordinance to require sidewalks be constructed along the frontage of any property that was to be improved. Since the property has not been developed since a time when sidewalks were not required, a sidewalk does not exist along the frontage on NE 58th Street. Despite the fact that a sidewalk won't be legally required until development proceeds, the lack of a sidewalk does not satisfy current City design standards.

No Address – N. Oak Trafficway (Parcel No. 13909000500600)

The parcel fronts N. Oak Trafficway and is located immediately south of the service station located at the corner of N. Oak Trafficway and NE 58th Street. The parcel extends as far west as N. Grand Avenue, where a small sliver forty feet wide is located between two single-family residences and is zoned R-1 (“Single-Family Dwelling District”). The remainder of the property was rezoned from C-1 (“Local Business District”) to CP-3 (“Planned Commercial District”) in January 2006. The sliver of land zoned R-1 is forty feet wide between the adjoining properties to the north and south, which does not satisfy the R-1 zoning requirement of a seventy-foot lot width. As noted in the previous section concerning obsolescence, the original platting of the parcel created a site that once other properties within the Study Area were developed, rendered any meaningful development of the subject property impossible. With the Study Area under common ownership, demolition of the blighted structures will enable redevelopment of the Study Area to its highest and best use.



Parcel No. 13909000500300 – looking west – lack of pedestrian circulation and vehicular access



307 NE 58th Street – looking south – inadequate parking, building size, pedestrian circulation and access

Component 4: Physical Deterioration

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

The most common deterioration and defects among the primary structural elements included deterioration of the roof, masonry and windows. Deterioration of the buildings has allowed water intrusion and damage throughout the building area, and has created several health and safety hazards. All of the interior finishes are in poor condition.



307 NE 58th Street – looking south – deterioration of windows, parking surface



307 NE 58th Street – looking south – deterioration of soffit (due to leaking roof)



307 NE 58th Street – looking south – deterioration of interior finishes, windows; outdated building systems



307 NE 58th Street – looking south – deterioration of interior finishes, windows, doors; outdated building systems



307 NE 58th Street – looking south – water damage from leaking roof, mold



307 NE 58th Street – looking east – cracked and spalling masonry wall; deterioration of window; failed finishes



307 NE 58th Street – looking north – deterioration of fascia, soffit, window, roof coping; failure of finishes



307 NE 58th Street – looking north – deterioration of roof, windows, doors, mechanical systems



307 NE 58th Street – looking northwest – deterioration of windows, doors, mechanical systems, downspouts



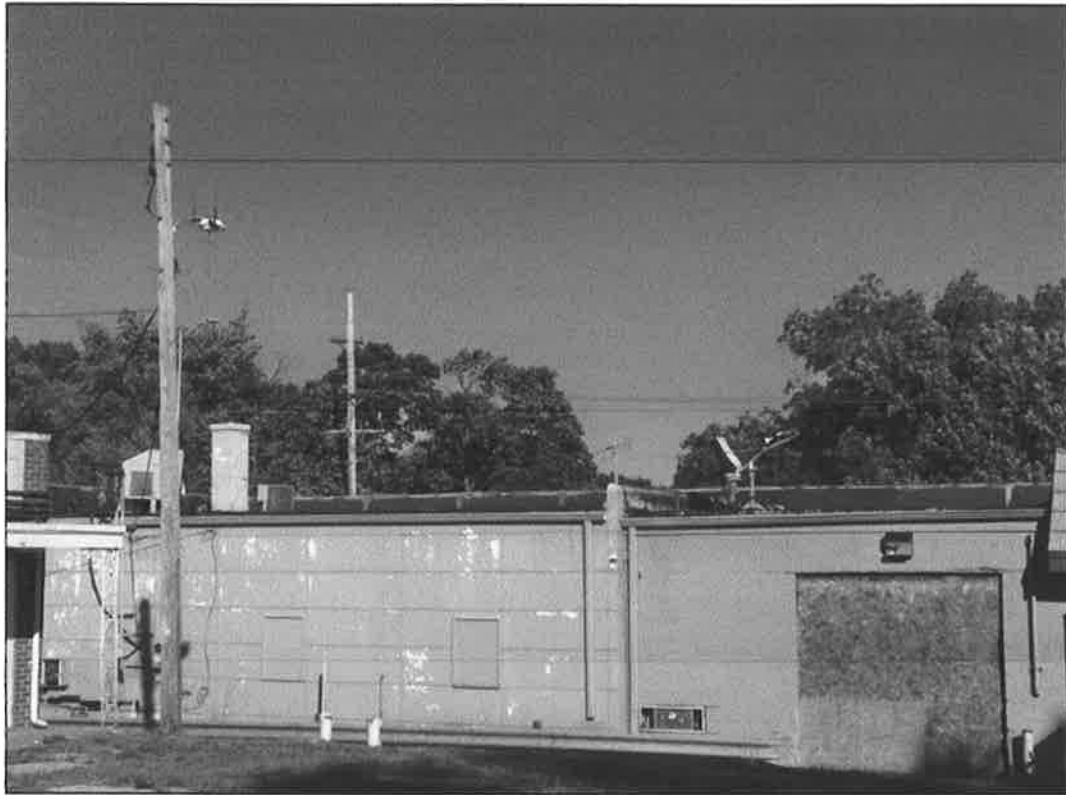
307 NE 58th Street – looking west – deterioration of masonry, downspout



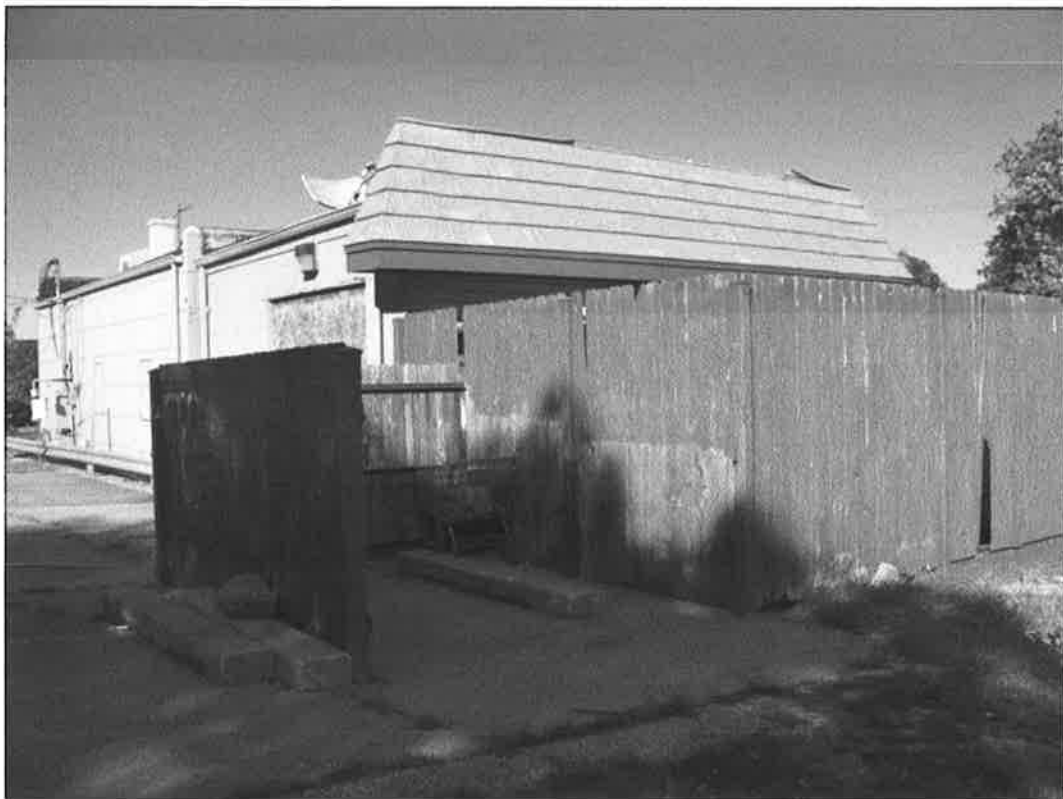
307 NE 58th Street – looking west – deterioration of masonry veneer, steps; failure of finishes



307 NE 58th Street – looking southwest – deterioration of masonry veneer, foundation



5720 N. Oak Trafficway – looking east – deterioration of roof, doors; failure of finishes



5720 N. Oak Trafficway – looking northeast – failure of finishes; deterioration of fence, driveway



5720 N. Oak Trafficway – looking west – deterioration of door, siding, signage; failure of finishes



5720 N. Oak Trafficway – looking west – deterioration of door, awning; failure of finishes



5720 N. Oak Trafficway – looking west – failure of finishes

In addition to structural deterioration, a variety of blight conditions were observed within the Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include the deterioration of parking surfaces and driveways, masonry walls, fences, and signage.



307 NE 58th Street – looking east – deterioration of parking surface, driveway



307 NE 58th Street – looking south – deterioration of parking surface



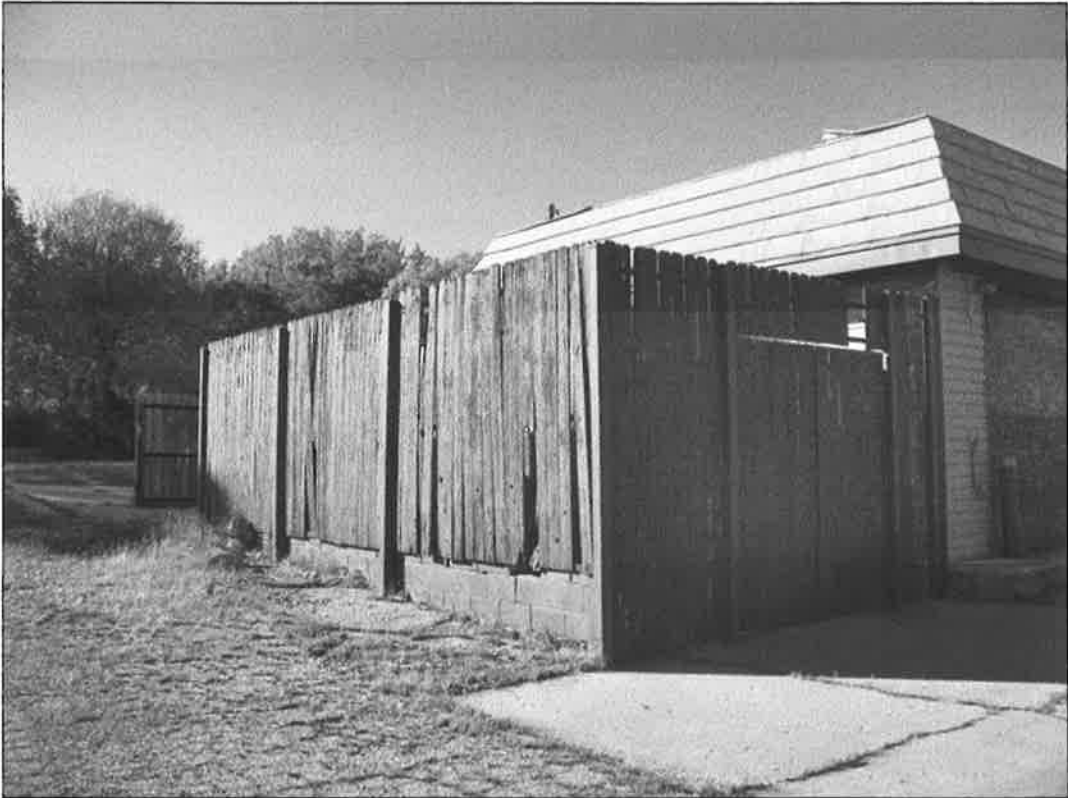
307 NE 58th Street – looking west – deterioration of masonry wall, parking surface



307 NE 58th Street – looking northeast – deterioration of parking surface



5720 N. Oak Trafficway – looking south – deterioration of driveway



5720 N. Oak Trafficway – looking northwest – deterioration of fence, masonry wall, driveway



5720 N. Oak Trafficway – looking northeast – deterioration of pavement



5720 N. Oak Trafficway – looking northwest – deterioration of awning, sidewalk; failure of finishes



5720 N. Oak Trafficway – looking northeast – deterioration of sign, pavement; failure of finishes



Parcel No. 13909000500600 – looking west – deterioration of driveway

Buildings and site improvements in the Study Area clearly exhibit physical deterioration.

Summary of Blighting Factors

The following table summarizes the four blighting factors analyzed during inspections of property within the Area.

**NE 58th Street &
N. Oak Trafficway Area**

Summary of Blighting Factors

Area	Parcels	Pct.	Area (acres)	Pct.
Total	4	100%	3.50	100%
<u>Blighting Factors</u>				
Age	2	50.0%	0.77	22.0%
Obsolescence	4	100.0%	3.50	100.0%
Inadequate or Outmoded Design	4	100.0%	3.50	100.0%
Physical Deterioration	4	100.0%	3.50	100.0%
Parcels with at least one blighting factor	4	100.0%	3.50	100.0%
Parcels with no blighting factors	0	0.0%	0	0.0%
Parcels with a predominance of blight factors	3	75.0%	2.72	77.7%

As evidenced from the table above, more than 50% of the redevelopment area satisfies the blighting factors of “Obsolescence”, “Inadequate or Outmoded Design” and “Physical Deterioration”. All of those property parcels currently improved with structures also satisfy the other blighting factor of “Age”. In addition, the percentage of the Study Area that has at least one blighting factor is 100.0%, and blighting factors exist over a predominance of three of the four property parcels. Of the 3.50 acres contained in the Area 77.7% of the property was found to have a predominance of blighting factors present due to the presence of a combination of each of the blighting factors.

Component 6: Economic Liability

The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that “the concept of urban redevelopment has gone far beyond ‘slum clearance’ and the concept of economic underutilization is a valid one.” Previously it was shown that the present condition of the Study Area generated \$14,522.16 in real estate taxes in 2018. Five years ago, in 2014 the taxable assessed value was \$156,990 and has since declined by approximately 8.3% to \$143,930.

Elimination of the blighting factors and improvements made within the Study Area would result in increased property taxes. The potential increase in activity would also likely generate higher sales, personal property, employment, and utility taxes.

Economic underutilization – evidenced by depressed property values and tax revenues, a high level of deterioration, outmoded design and obsolescence – in a highly visible and desirable location in the N. Oak Trafficway corridor in Gladstone, Missouri indicates the Study Area is blighted.

The Study Area’s inability to generate reasonable and sustained revenue places the City and other taxing jurisdictions in a position where budgets for such services as police, fire, schools, vector and rodent control, parks, and other municipal or district services translates into an economic liability for the residents of Gladstone and the beneficiaries of those jurisdictions typically funded by Area property, sales and business taxes.

The redevelopment of the Study Area has been hindered by several dominating factors, including functional obsolescence due to outmoded design, lot size, and deterioration of improvements, the biggest sign of which are the excessive vacancies of the improved parcels; inadequate or outmoded design (exhibited by outmoded building systems, impaired accessibility, inadequate size and visibility, lack of pedestrian circulation, and lot size); and physical deterioration (roof, walls, foundation, windows, parking surfaces, driveways, and failure of finishes). Doing nothing will only result in further deterioration of building and site improvements and continued lack of development interest, resulting in increased redevelopment costs and an increased likelihood of redevelopment not occurring and continuing to be a negative impact on neighboring properties.

Factors such as those described in this section render the Study Area an economic liability to the City and other affected taxing jurisdictions.

Component 7: Social Liability

The social liabilities associated with the Study Area are related to the presence of various hazardous conditions that threaten or endanger the health, safety and welfare of both City residents and non-resident patrons of the Study Area. Specific liabilities include:

1. The result of criminal activity is present on three of the four properties, including vandalism, graffiti, dumping and trespassing at 5720 N. Oak Trafficway, 307 NE 58th Street, and the vacant lot located immediately west of 307 NE 58th Street. Theft of HVAC equipment has also occurred at 307 NE 58th Street on the south side of the building.

2. Theft has also taken place at 307 NE 58th Street, as HVAC and electrical equipment is missing from the building.
3. Unsanitary and unsafe conditions exist throughout the Study Area, largely as a result of deterioration of site improvements (including sidewalks, or the lack thereof), lack of accessibility, and noncompliance with current building and life safety codes.
4. Mold growth is present and visible as a result of water intrusion and damage due to deferred maintenance and the deterioration of building improvements and presents a health hazard.

Given the presence of the conditions outlined above, the Study Area has become a social liability in that such conditions are conducive to ill health, transmission of disease, and crime. Additionally, the presence of these conditions dictates that the City pursue redevelopment opportunities that are consistent with its Comprehensive Plan.

Component 8: Inability to Pay Reasonable Taxes

The Area's condition as an economic liability contributes to its inability to pay reasonable taxes for the affected taxing districts as property values and consequently property taxes are depressed due to the presence of the blighting conditions. Should this trend continue the Study Area will enter into a spiraling decline with a subsequent continued loss in revenues for the City and other taxing districts.

Conclusion

There are a variety of blighting conditions present in the Area that represent those outlined in Chapter 353. Included among these are:

- The declining and stagnant assessed values of the four properties and the excessive vacancies – of the structures and the vacant land that has not been developed in years – indicates economic underutilization and that blighting influences exist. Thus, the parcels and improvements comprising the Study Area are not paying reasonable taxes in spite of the Study Area's otherwise marketable and desirable location for a variety of commercial uses.
- The Study Area suffers from economic and functional obsolescence due to changing market conditions and inadequate design.
- The Study Area suffers from inadequate and outmoded design.
- The physical deterioration of the Study Area is apparent and is a condition that is likely to worsen without redevelopment of the entire site. Due to poor visibility and access of the vacant

land within the Study Area, a planned redevelopment must take place over the entirety of the site to achieve the highest and best use of the area.

- Conditions exist which are conducive to ill health, transmission of disease, or crime which render the Area an economic and social liability to the City as evidenced by the presence of mold, graffiti, dumping, trash/litter, vandalism, trespass and theft, and depressed property values and taxes.

These conditions render the Study Area unable to generate reasonable taxes and, unless a program of redevelopment can be devised to eliminate the blighting influences that exist within the Study Area, further physical deterioration is likely and investment of the type the City envisions as appropriate and economically feasible for the Study Area will not occur. Thus, if taken as a whole, the Study Area represents a portion of the City that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, has become an economic and social liability, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes. Accordingly, the Study Area meets the definition of "Blighted Area" as stated in §353.020(2) R.S.Mo.

Appendix A

Property Ownership & Legal Descriptions

No.	Site Address	Parcel ID No.	Owner	Abbreviated Parcel Description
1	5720 N OAK TRFY	13909000500100	NORTHEAGLE PROPERTIES, LLC	COMM PLAT PALMER HOME BEG SW COR NE 58TH ST & N OAK TRFY, S150 W100 N150 E100 TO POB
2	307 NE 58TH ST	13909000500200	NORTH EAGLE PROPERTIES, LLC	COMM PLAT PALMER HOME W100' E230' N210' LT 1 EXC ROW
3	NE 58TH ST	13909000500300	NORTH EAGLE PROPERTIES, LLC	COMM PLAT PALMER HOME W185' OF E415' OF N210' LT 1 EXC ROW
4	N OAK TRFY	13909000500600	NORTH EAGLE PROPERTIES, LLC	COMM PLAT PALMER HOME PT LT 1 BEG 150S SW COR NE 58TH ST & N OAK TRFY, S115.44 W300 S175 W157.86 N200 W145 N40 E145 N199.47 E70 S190 E285 N40 E100 TO POB

Appendix B

Property Valuation & Taxes

No.	Parcel ID Number	Assessed Value				Taxes	
		2014	2015	2016	2017	2018	Delinquent
1	13909000500100	46,080	34,460	34,460	35,100	3,554.75	0.00
2	13909000500200	43,360	40,640	40,640	41,280	4,180.63	0.00
3	13909000500300	3,420	3,420	3,420	3,420	292.02	0.00
4	13909000500600	64,130	64,130	64,130	64,130	6,494.76	0.00
Total		156,990	142,650	142,650	143,930	14,522.16	0.00

Annual Change % 0.00% 0.90% 0.00% 0.00%

Cumulative Change % -9.13% -9.13% -8.32% -8.32%

Appendix C

Summary of Properties & Blighting Factors Present

No.	Parcel Address	Parcel APN (County)	Age	Obsolescence	Inadequate or Outmoded Design	Physical Deterioration	Economic Liability	Social Liability	Ill Health	Transmission of Disease	Crime	Inability to Pay taxes	Average	Predominance of Blight Present
1	5720 N OAK TRFY	13909000500100	■	■	■	■	■	■			■	■	0.33	■
2	307 NE 58TH ST	13909000500200	■	■	■	■	■	■	■		■	■	0.44	■
3	NE 58TH ST	13909000500300		■	■	■	■	■			■	■	0.78	
4	N OAK TRFY	13909000500600		■	■	■	■	■				■	1.95	■
TOTALS			2	4	4	4	4	4	1	0	3	4	3.50	
			0.77	3.50	3.50	3.50	3.50	3.50	0.4	0.0	1.55	3.50		2.72
			22.0%	100.0%	100.0%	100.0%	100.0%	100.0%	12.6%	0.0%	44.3%	100.0%		77.7%

Appendix D

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
6. Patrick Sterrett has made a personal inspection of the property that is the subject of this report on October 12, 2019.
7. This study is not based on a requested result or a specific conclusion.
8. We have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.
2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.
3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.
4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.
5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal



Urban Planning & Development Services

Patrick Sterrett is a certified urban planner and has more than twenty years of experience forging partnerships, managing complex real estate development projects, and creating exciting, sustainable urban plans and designs. Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country, including the Crossroads Arts District, the Midtown Marketplace (Linwood & Main - Costco and Home Depot), the Power & Light District (Centertainment), the Kansas City Riverfront, the Columbus Park Neighborhood Mixed-Use Village, and the Centerpoint Intermodal Center - KC (former Richards-Gebaur Airport). During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies (all political subdivisions of Missouri) including the Land Clearance for Redevelopment Authority, the Tax Increment Financing Commission, and the Port Authority, and also served as Executive Director of the Port Authority of Kansas City. Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas.

As Principal of Sterrett Urban LLC, Mr. Sterrett recently developed a financing plan utilizing New Markets Tax Credits, Historic Preservation Tax Credits, tax abatement, City and philanthropic grants to restore the former Linwood Presbytery Church as an \$11 million, 40,000 square foot non-profit healthcare and office campus. Mr. Sterrett also served as financial administrator during construction and managed the satisfaction of all compliance requirements of the government, lenders and investors.

Mr. Sterrett's professional experience includes the development of dozens of feasibility plans, blight studies, and redevelopment plans, and securing more than \$30 million in federal, state, local, and philanthropic funds for public improvements in distressed areas. Most recently Mr. Sterrett has been preparing a redevelopment plan, blight study, and rezoning for the former Bannister Federal Complex in south Kansas City, and a redevelopment plan and development prospectus for the Truman Road Corridor, an inner-city industrial district.

In addition, Mr. Sterrett is currently in the process of continuing his long relationship with the Plaza East Community Improvement District. Mr. Sterrett handled the creation of the district and has provided administrative and management services to the District since 2012.

Patrick Sterrett, AICP

Principal



Urban Planning & Development Services

Professional Experience

Sterrett Urban LLC

2006 -

SELECT EXPERIENCE

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study

Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

22nd/23rd Street Connector (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

2nd Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study

Second & Delaware Development Plan (Chapter 353), Kansas City, MO

*Blight Study

Commerce Tower Redevelopment Area (LCRA), Kansas City, MO

*Blight Study

Key Coalition Neighborhood Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)

Victory Court (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

I-35 & W. 13th Street (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Patrick Sterrett, AICP

Principal



Urban Planning & Development Services

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan and Qualifications Analysis (Blight)

Troost Bannister (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)

Seven301 (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

Oxford on the Blue (PIEA), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

1st Amended Ellison/Knickerbocker (PIEA), Kansas City, MO

*Blight Study

Bannister & I-435 (TIF), Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)

1st Amended Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study Addendum (Social Liabilities)

Armour/Gillham Corridor (PIEA), Kansas City, MO

Blight Study

Liberty Commons (TIF), Liberty, MO

Blight Study

Hospital Hill III Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)

Hawthorne Road (PIEA), Kansas City, MO

General Development Plan

Amended/Restated Folgers Coffee Company (PIEA), Kansas City, MO

Blight Study

Inter-State Building Development Plan (Chapter 353), Abbot Properties, Kansas City, MO

General Development Plan & Blight Study

39th Terrace (PIEA), Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Patrick Sterrett, AICP

Principal



Urban Planning & Development Services

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study

Truman-Hardesty (TIF), Kansas City, MO

Blight Study

Oak Barry Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study

Metro North Mall (PIEA), Kansas City, MO

Blight Study

Metro North Square Community Improvement District, MD Management, Kansas City, MO

General Development Plan & Blight Study

155th & Kensington (PIEA), Kansas City, MO

Blight Study

Hospital Hill III Urban Renewal Area, Kansas City, MO

Blight Study Update

Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study

Trout-Rockhill (PIEA), Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis

Northwest Briarcliff Road Corridor, Kansas City, MO

General Development Plan & Blight Study

Valentine-Broadway (PIEA), Kansas City, MO

General Development Plan & Blight Study

Westport-Main (PIEA), Kansas City, MO

Blight Study

Indiana Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study

Trout/Paseo Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study

Blue Valley (PIEA), Kansas City, MO

Patrick Sterrett, AICP

Principal



Urban Planning & Development Services

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study

Martin City Corridor Urban Renewal Area (LCRA), Kansas City, MO

Blight Study

Longfellow–Dutch Hill Urban Renewal Area (LCRA), Kansas City, MO

General Development Plan & Blight Study

Stuart Hall/HD Lee (PIEA), Kansas City, MO

Blight Study & Urban Renewal Plan

Columbus Park Urban Renewal Area (LCRA), Kansas City, MO

Economic Development Corporation of Kansas City, Missouri

1995 – 2006

Executive Director, Port Authority of Kansas City, Missouri

Planner / Senior Planner

Author of the following plans and studies:

Tax Increment Financing Plans / Blight or Conservation Study

Riverfront TIF Plan / Blight Study

74th & Wornall TIF Plan / Blight Study (plan not approved)

19th Terrace TIF Plan / Conservation Study

22nd & Main St. TIF Plan / Conservation Study

47th & Roanoke TIF Plan

Prospect North TIF Plan

Jazz District TIF Plan

Pershing Road TIF Plan

Urban Renewal Plans / Blight

Eastwood Trafficway / Blight Study

South 31st Street / Blight Study

Longfellow–Dutch Hill

Education

Master of Urban Planning, University of Kansas

Concentration: Housing & Community Development

Bachelor of Architecture, University of Kansas

EXHIBIT B

Cooperative Agreement