FOR DISTRIBUTION AT THE REGULAR CITY COUNCIL MEETING APRIL 5, 2023

AGENDA NO. 2023-155

AN ORDINANCE ACCEPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LEGACY PARK SPORTS, LLC, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

AN ORDINANCE ACCEPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LEGACY PARK SPORTS, LLC, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously adopted ordinance number 205-05-21 authorizing the execution of a development agreement with Legacy Park Sports, LLC, for a sports complex; and

WHEREAS, the development plans and timeline have been adjusted necessitating an amended Development Agreement; and

WHEREAS, it is in the best interest of the City of Springfield to accept the amended Development Agreement with Legacy Park Sports, LLC for a sports complex; and

WHEREAS, a copy of the amended Redeveloper's Agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the amended Development Agreement with Legacy Park Sports, LLC. The Mayor and City Clerk are hereby authorized to execute the Redeveloper's Agreement and any other documents necessary to comply with this ordinance on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: ____________________, **2023**

SIGNED: ____________________, **2023**

RECORDED: ________________, **2023**

____
Mayor James O. Langfelder

ATTEST: ________________________
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor James O. Langfelder

____________________ / ________
Office of Corporation Counsel / Date

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Tracking No. 17469

FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE LEGACY POINTE SPORTS COMPLEX BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LEGACY PARK SPORTS, LLC

THIS FIRST AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement"), dated as of _______________, 2023, is an amendment and restatement of the Development Agreement For The Legacy Pointe Sports Complex entered into as of June 15, 2021, by and between **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701 and **LEGACY PARK SPORTS, LLC**, 3201 South Meadowbrook Road, Suite B, Springfield, Illinois 62711, hereinafter called "Developer."

WITNESSETH:

WHEREAS, the City engaged The Sports Facilities Advisory to analyze and report on the feasibility and types of sports tourism facilities Springfield Illinois could support, which resulted in the "Market Opportunity Report" presented to Springfield's city council on June 18, 2019, that indicated the ability to sustain a sports complex including indoor and outdoor facilities with flexible amenities for multiple use ("SFA Report");

WHEREAS, Developer engaged The Sports Facilities Advisory to perform a market analysis specific to locating a sports tourism complex on undeveloped land within the Legacy Pointe Development in Springfield, Illinois as generally depicted on **Exhibit A** attached hereto and the financial viability and anticipated revenue and additional funds required to construct and operate such a sports complex, which resulted in the "Project Overview" presented to Springfield's city council on July 28, 2020, that indicated the number and types of facilities to construct and set out the specific public incentives required to build and sustain the sports complex ("SFA Project Specific Overview");

WHEREAS, the City has the authority to enter into an economic incentive agreement a) to share or rebate retailers' occupation taxes it collects to promote the development of land within its corporate limits pursuant to 65 ILCS 5/8-11-20 and under Article 7, §6(a), of the Illinois Constitution as a home-rule unit, b) to rebate property taxes through its home-rule authority under Article 7, §6(a), of the Illinois Constitution, and c) to impose an additional 1% Hotel Operators' Occupation Tax and commit 1% of the existing Hotel Operators' Occupation Tax to assist a sports complex that promotes sports tourism;

WHEREAS, the Developer is in the process of acquiring the land with plans to construct certain improvements and amenities to develop a tournament class sports tourism facility on the land substantially in accordance with the SFA Report and generally as set forth in the conceptual illustrations and overview of improvements and amenities attached hereto as **Exhibit B** ("Sports Complex");

WHEREAS, in order to ensure the development of a sports tourism complex in Springfield with the improvements and amenities recommended in the SFA Report, the City intends to provide Developer the economic incentives outlined in the SFA Project Specific Overview to assist Developer with certain improvements and amenities within the Sports Complex including developing detailed plans and determining the costs of constructing and sustaining certain portions of the Sports Complex as generally outlined on Exhibit B;

WHEREAS, the City believes that the Sports Complex is in the best interest of the City and the health, safety, morals, and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws, and, further, that without this Agreement, the construction of the Sports Complex would not be possible;

WHEREAS, the land where the Sports Complex will be located has remained vacant for over ten (10) years, there are no buildings on the land but other properties in the greater Development have remained undeveloped, unoccupied, and underutilized for a period of at least one (1) year, and the completion of the Projects will create job opportunities within the City, serve to further the development of areas adjacent to the land, strengthen the commercial sector of the City, and enhance the tax base of the City;

WHEREAS, the Developer has represented and demonstrated to the City that it possesses the experience and qualifications (including the high standards of creditworthiness and financial strength) to undertake the Project and the City, therefore, deems it appropriate to enter into this Agreement with Developer;

WHEREAS, the Developer has now completed the detailed site planning process and determined that seventy-five (75) acres of land within the Legacy Pointe Development in Springfield, Illinois as depicted on **Exhibit F** attached hereto ("Property") will be needed to construct the improvements and amenities necessary for a tournament class sports tourism facility and will include the improvements and amenities shown on the Site Plan attached hereto as Exhibit F and incorporated herein;

WHEREAS, the Developer has secured financing sufficient to complete the Sports Complex with all necessary components as shown on Exhibit F, with Fifty-Five Million Dollars ($55,000,000) available based on the lender's current projections for Sports Complex Incentives and private funding for the Project. As Sports Complex Incentive dollars are collected and the private sponsorship funds are paid, it is anticipated that the lender's projections will increase and additional funds will be made available for the Developer to construct the additional amenities and improvements shown in blue on **Exhibit G** attached hereto and incorporated herein.

WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide Developer economic incentives to construct and sustain the Sports Complex, including without limitation, the cost of site acquisition, planning, preparation, and other such costs of the Projects described herein or in Exhibit B; and

WHEREAS, Developer is willing to develop the Property upon the terms set forth herein.

NOW, THEREFORE, to develop, maintain, and revitalize a portion of the Property; to promote the public interest; to enhance the tax base of the City; and to serve the purposes of the aforementioned statutes; in consideration of the Developer's agreement to undertake the Projects and the City's agreement to provide the Developer with certain economic incentives to pay costs incurred in implementing and sustaining the Projects; and in consideration of mutual promises, covenants, stipulations, and agreements contained herein, the City and the Developer hereby incorporate the above recitals herein and agree as follows:

ARTICLE I
DEFINITIONS

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may be defined elsewhere in the Agreement.

"Act" means the Economic Incentive Agreement authorized under 65 ILCS 5/8-11-20, et seq., and as it amended and supplemented from time to time.

"Agreement" means this Development Agreement and all addenda, amendments, and exhibits hereto.

"Authorized Representative" means such person as from time to time designated to act on behalf of the Developer in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Developer by an officer, manager, or other authorized representative, as appropriate. Such certificate may designate alternate individuals with authority to act on behalf of the Developer.

"Bonds" means the Sports Complex Revenue Bonds as defined below.

"Business District Bonds" means limited obligation Bonds issued by the City that are secured by and are payable solely from revenue generated by the 1% Business District tax assessed by the City pursuant to 65 ILCS 5/11-74.3-1 *et seq.)* for sales within the South-Central Business District.

"City" means the City of Springfield, Illinois.

"Construction Costs" means all costs and expenses actually paid by Developer to implement, construct, and equip the Indoor Project and Outdoor Project at the Sports Complex, including without limitation, all hard costs, soft costs, and professional service costs relating to planning, constructing, equipping, and finishing the Sports Complex; the costs and expenses associated with the purchase of the Property necessary for the construction of the Sports Complex; expenses of the type outlined in Exhibit B. Construction Costs do not include the parties' financing expenses, interest on debt, or direct payments to the Developer (as opposed to reimbursement for payments to third parties) such as development fees, profits for operation of the Project, and management salaries.

"Developer" means Legacy Park Sports, LLC, an Illinois limited liability company, and its successors or assigns hereunder.

"Development Assistance" or "Assistance," means the Project Costs reimbursed or paid to the Developer by the City which is limited by funds available from the sources set forth in Sections 2.2(a), 2.2(b), and 2.2(c) but not to exceed the amounts set forth in Section 2.5.

"Disbursement Requisition" shall have the meaning set forth in Section 5.4.

"Effective Date" means the date the Developer has met or waived all the conditions precedent set forth in Section 3.1 of the Agreement which makes the Agreement fully in effective and enforceable by the Parties.

"Hotel Motel Tax" means the tax authorized under the Hotel Operators' Occupation Tax Act (35 ILCS 145/1 et seq.).

"Hotel Motel Tax Incentive" shall have the meaning set forth in Section 2.2(a).

"Hotel Motel Tax Incentive Fund" means the sub-fund of the Sports Complex Tax Incentive Fund created by the City under the Agreement for Hotel Motel Tax Incentive revenue.

"Incentive Period" shall have the meaning set forth in Section 2.2(b) but shall not exceed twenty-three (23) years from the Effective Date of this Agreement.

"Indoor Project" shall consist of the construction of a one hundred-fifty thousand (150,000) square foot or larger air structure with sufficient indoor capacity to include at least 6 basketball courts convertible to 12 volleyball courts and a multipurpose artificial turf field convertible from 1 full soccer field to 2 youth baseball fields with amenities capable of hosting tournament class indoor events at the Sports Complex.

"Outdoor Project" shall consist of the construction of an outdoor facility that includes at least 8 multipurpose artificial turf fields (each multipurpose field is capable of conversion to 1 full soccer field or 2 youth baseball) with parking, facilities, and amenities capable of hosting tournament class events at the Sports Complex as further described in the attached Exhibits.

"Ongoing Costs" means all costs and expenses actually paid by Developer to maintain, repair, and replace, the various Projects and to make capital improvements to the Sports Complex, including without limitation, all hard costs, soft costs, and professional services costs relating to planning, maintaining, constructing, improving, replacing, the Sports Complex during the Incentive Period. Project Costs do not include direct payments to the Developer (as opposed to reimbursement for payments to third parties), development fees, profits for operation of the Project, and management salaries.

"Plan" means the plans and specifications developed from time to time by the Developer and submitted to the City for the improvements and amenities to be constructed on the Property that are generally consistent with the SFA Report, a copy of which is attached as **Exhibit C**.

"Project" means the individual improvements and amenities for which public funds are used to construct or sustain in whole or in part that substantially conform with the improvements and amenities of a first-class tourism sports facility that are consistent with the Plan and as generally specified in **Exhibit F** attached hereto and incorporated herein.

"Project Costs" means the Construction Costs, and the Ongoing Costs of the Sports Complex, collectively or individually as applicable. Project Costs do not include the parties' financing expenses, interest on debt, or direct payments to the Developer (as opposed to reimbursement for payments to third parties), development fees, profits for operation of the Project, and management salaries.

"Property" shall have the meaning set forth in the preamble to this Agreement.

"Property Tax Incentive" shall have the meaning set forth in Section 2.2(c).

"Sales Tax" shall have the meaning set forth in Section 2.2(b).

"Sales Tax Incentive" shall have the meaning set forth in Section 2.2(b).

"Sales Tax Incentive Base" shall have the meaning set forth in Section 2.2(b).

"Sales Tax Incentive Fund" means the sub-fund of the Sports Complex Tax Incentive Fund that is created by the City under this Agreement to hold Sales Tax Incentive revenue.

"South-Central Business District Bonds" means all Business District Bonds and Special Service Area Bonds issued by the City and payable in whole or in part from the revenue generated by the Business District Tax on activities within the South-Central Business District.

"Sports Complex" means the culmination of all Projects, improvements, and amenities that are constructed on the Property.

"Sports Complex Incentives" means collectively the Hotel Motel Tax Incentive, the Sales Tax Incentive, and the Real Estate Tax Incentive.

"Sports Complex Revenue Bonds" shall have the meaning set forth in Section 5.2.

"Sports Complex Tax Incentive Fund" shall have the meaning set forth in Section 5.1.

"Sports Development Area" means the property that makes up the South-Central Business District which is legally described and depicted on **Exhibit D**.

"Term of the Agreement" means the twenty-three (23) year period following the Effective Date of the Agreement.

Construction of Words. The words "hereof," "herein," "hereunder," and other words of similar import refer to the Agreement as a whole. Unless otherwise specified, references to articles, sections, and other subdivisions of this Agreement are to the designated articles, sections, and other subdivisions of the Agreement as originally executed. The headings of the Agreement are for convenience of reference only and not to define or limit the provisions hereof.

ARTICLE II
PURPOSE OF AGREEMENT AND DEVELOPMENT ASSISTANCE

2.1 Purpose of Agreement. The purpose of this Agreement is to provide funds to Developer in order to assist in developing the Projects within the Sports Complex consistent with the terms and conditions of this Agreement.

2.2 Development Assistance to the Developer. The City agrees, upon the terms and conditions in this Agreement, to distribute to Developer the Development Assistance in order to assist with the completion of the Sports Complex for period not to exceed twenty-three (23) years from the Effective Date of this Agreement. The Development Assistance provided to the Developer by the City shall come from the following revenue sources:

(a) Hotel Motel Tax Two Percent Rebate. From the City's Hotel Operators' Occupation Tax the City will (i) allocate one percent (1%) of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the City excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators' Occupation Tax Act (35 ILCS 145/1 *et seq.*) ("Hotel Motel Tax") which shall commence upon the Effective Date and shall continue for twenty-three (23) years so long as the Sports Complex remains operational and (ii) impose an additional Hotel Motel Tax upon all persons engaged in the business of renting, leasing, or letting rooms in a hotel as defined in the Hotel Operators' Occupation Tax Act at a rate of one percent (1%) of the gross rental receipts from the renting, leasing, or letting of hotel rooms within the City excluding, however, from gross rental receipts the proceeds of renting, leasing, or letting to permanent residents of a hotel, as defined in the Hotel Operators' Occupation Tax Act (collectively "Hotel Motel Tax Incentive"). The Hotel Motel Tax Incentives shall commence upon the Effective Date and shall continue for twenty-three years so long as the Sports Complex remains operational, subject to the limitations in Section 2.5.

(b) Sales Tax Rebate. From the Retailers' Occupation Tax, Service Occupation Tax, Service Use Tax, and Use Tax (collectively "Sales Tax") collected on behalf of or paid to the City for taxable sales made within the Sports Development Area, the City will rebate to Developer, as reimbursement for Project Costs, seventy-one and four-tenths percent (71.4%) (2.5%/3.5%) of all Sales Tax collected on behalf of or paid to the City (including any amount of the Sales Tax the state rebates to the City) from taxable sales made by the businesses in the Sports Development Area during the Incentive Period to the extent that the total tax collected exceeds the Sales Tax Incentive Base ("Sales Tax Incentive"). For purposes of this Agreement, the base for the Sales Tax Incentive shall be One Million Four Hundred Eighty-seven Thousand Five Hundred Dollars ($1,487,500)

($42.5 million x 3.5%) ("Sales Tax Incentive Base"). The Sales Tax Incentive shall begin on the Effective Date of this Agreement and will end on the same date as the termination of the extension of the South-Central Business District ("Incentive Period") not to exceed a period of twenty-three (23) years subject to the limitations in Section 2.5.

(c) Property Tax Rebate. City agrees to take all actions necessary to provide Developer a rebate of one hundred percent (100%) of the City's portion of the property tax received from the Property used for the Sports Complex for the Incentive Period ("Property Tax Incentive") but subject to the limitations in Section 2.5.

2.3 Authorized Expenditures. This Agreement does not authorize an expenditure of City funds in excess of the revenue generated by the Hotel Motel Tax Incentive and the Sales Tax Incentive (collectively "Sports Complex Incentives") authorized by the City Council. Developer agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the approved Project Costs exceed the cumulative amount of revenue generated by Sports Complex Incentives authorized by the City Council. Notwithstanding anything set forth herein to the contrary, any and all distributions made by the City to Developer hereunder shall be nonrefundable.

2.4 Sales Tax Verification. City agrees to furnish Developer verification of the Sales Tax it receives from the State by delivering copies of any reports the City receives on Sales Tax collected within Sports Development Area. Developer authorizes the City to obtain from companies within the Sports Development Area the tax information from the Illinois Department of Revenue ("IDOR") by execution of IDOR's consent form. Developer will provide authorization to the IDOR to allow the City to confirm any Sales Tax reporting by Developer.

2.5 Maximum Payments. Development Assistance for the Construction Costs under this Agreement shall not exceed Thirty-Three Million Five Hundred Thousand Dollars ($33,500,000.00) or 50% of the Construction Costs, whichever is less. In addition, Development Assistance for Ongoing Costs shall include Two Hundred Fifty Thousand Dollars ($250,000) per year for Outdoor Project for a period of twenty-three (23) years and the same amount and term for the Indoor Project for a total not to exceed Eleven Million Five Hundred Thousand Dollars ($11,500,000) or 50% of the Ongoing Costs for maintenance, replacements, and capital improvements at the Sports Complex, whichever is less. The first Two Hundred Fifty Thousand Dollars ($250,000) per year in Development Assistance for Ongoing Costs of the Outdoor Project shall begin to accrue upon the commencement of construction on the Outdoor Project and a similar amount will begin to accrue upon the commencement of construction on the Indoor Project, but neither amount will be available to the Developer until and unless the Indoor Project and Outdoor Project are open and operating. Total Development Assistance for the Sports Facility shall not exceed Forty-Five Million Dollars ($45,000,000) exclusive of interest on debt and financing expenses (collectively, "Development Assistance").

ARTICLE III
CONDITIONS PRECEDENT

3.1 Developer's Conditions Precedent to Agreement. This Agreement will not be effective or enforceable until and unless the following conditions are met or waived by the Developer ("Effective Date"):

(a) Financing. The Developer obtaining construction financing for the Construction Costs of the Indoor Project and Outdoor Project.

(b) Business District Amendment. The City taking all steps necessary to restart the South-Central Business District so that it extends for a period of at least 23 years from the date of this Agreement and runs coterminous with this Agreement.

(c) City Adopting Incentives. The City Council approving and adopting ordinances to impose the additional Hotel Motel Tax, allocate the current Hotel Motel Tax, implement the Sales Tax Incentive rebate, and implement the Property Tax Incentive rebate all consistent with this Agreement.

(d) Project Labor Agreement. The Developer and The Central Illinois Building & Construction Trades Council entering into a Project Labor Agreement acceptable to both parties.

(e) Economic Feasibility. The Developer determining, in its sole discretion, that the construction and operation of the Sports Complex is economically feasible based on the economic incentives, construction estimates, to ensure the that the Sports Complex is in Developer's sole determination is economically feasible.

3.2 City's Conditions Precedent to Development Assistance. Prior to receiving Development Assistance, the Developer shall furnish to the Office of Planning and Economic Development, the following, all to be subject to the approval of the Office of Planning and Economic Development in both form and substance in the sole judgment of the City:

(a) Organizational Documents. All applicable organization documents and filings for the Developer and all resolutions necessary to affect the obligations of the Developer pursuant to this Agreement;

(b) Updated Plans. A detailed construction schedule for completion of the Sports Complex. For each Project prior to construction, Developer shall complete final plans, a detailed construction schedule including an updated cost analysis, showing an estimate of all projected costs incidental to completion of the Project which may be phased along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development for approval consistent with previously submitted plans or generally consistent with the SFA Report prior to application for a building permit. Developer shall be required to submit to the City all invoices, timesheets and receipts verifying performance of the completed portion of the Project. In all cases, Developer shall retain a copy of all procurement documents for a period of five (5) years from completion of the Project.

(c) Developer Financing. Provide firm commitments for financing necessary to complete the Indoor Project and Outdoor Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project within ninety (90) days of the date of this Agreement;

(d) FEIN. Internal Revenue Service taxpayer identification number for the Developer;

(e) Certificate of Authority. If applicable, a Certificate of Authority to do business in the State of Illinois;

(f) Prevailing Wage Verification. Documentation and verification that Developer has paid State Prevailing Wage for the Project, as required herein;

(g) Proof of Project Costs. Copies of all contracts, itemized invoices, and paid receipts to verify actual payment of the Construction Costs of the Indoor Project and Outdoor Project;

(h) Other Documents. Such other documents, resolutions and other items reasonably required by the City in a form satisfactory to the City.

(i) Updated Information. Within ninety (90) days of the date of the Agreement, the City obtaining an updated information, at the City's expense, satisfactory to the City, showing the economic feasibility of the Project in both scope and operation in a post COVID economic business environment.

(j) Disadvantaged Youth. Developer will have a plan reasonably acceptable to the City to include and provide for community inclusion, engagement, and opportunities for disadvantaged youth at the Sports Complex.

(k) City's Other Projects. Developer will work with the City to procure comparable unit pricing from Developer's Contractors/Suppliers for field turf for the City's projects at Robin Roberts Stadium and Chamberlain Park. The cost of any field turf or installation for the City's projects will not be the responsibility of Developer, included as a Project Cost of the Sports Complex, or otherwise included under this Agreement.

3.3 City Council Actions. Development Assistance is contingent on the City Council approving and adopting ordinances to impose additional Hotel Motel Taxes, approving an extension of the business district, approving a sales tax rebate agreement, approving a real estate tax rebate agreement, and approving the issuance of revenue bonds, consistent with the Agreement. In the event that the City does not adopt such ordinances within ninety (90) days, then the Developer may terminate the Agreement.

Developer shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Developer is not in breach of any of the terms of this Agreement.

ARTICLE IV
DEVELOPER'S OBLIGATIONS AND RIGHTS

4.1 Conformance to Federal, State and Local Requirements. All work to complete the Project shall conform with all applicable Federal, State and local laws, regulations, and ordinances, including but not limited to building codes, prevailing wage laws, subdivision, zoning, local labor ordinance, and life safety codes. The Developer shall publicly solicit bids for all construction work.

4.2 Changes in Plans. If, during the course of construction, the Developer desires to make any substantial changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Developer shall submit the proposed change to the City Council for its approval. All other substantial changes to the Project must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Developer within fourteen (14) days. Any approval in changes to the Project by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

4.3 Time Limitations. The Indoor Project and Outdoor Project, as depicted on Exhibit F, shall commence upon the closing of Developer's purchase of the Property, and, subject to delays set forth in Article 12 of this Agreement, it shall be completed and open to the public by December 31, 2025 subject to delays in financing and construction. All invoices and paid receipts for all Project Costs shall be submitted to the City within three (3) months after completion of the work on any Project, unless otherwise mutually agreed to in writing by the Parties.

4.4 Commencement and Completion Requirements. The Developer agrees for itself, its successors, and assigns, that it shall promptly begin and diligently pursue until completion each of the Projects, subject to Article 12 of this Agreement.

4.5 Progress Reports. Until completion all the Projects in the Sports Complex have been made, the Developer shall make progress reports to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development. City acknowledges that Developer may assign this task to its architect, however the Developer shall retain the obligation that such progress reports are submitted.

4.6 Developer's Responsibility. It is expressly understood that the Developer shall bear the sole responsibility of completing each Project in an appropriate manner substantially consistent with the Plans, the laws, and all other requirements of this Agreement. Developer agrees to invest funds as they become available in sufficient amounts to complete each individual Project it undertakes and that all work necessary to complete each Project will be performed in conformity with applicable building and zoning laws of the City.

4.7 No Obligations of City of Springfield. The Developer acknowledges and understands that the City shall not have any obligation whatsoever with respect to completion of the Projects, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Developer also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Projects.

4.8 Certificate of Completion. Promptly after completion of all the Projects in the Sports Complex, Developer shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Developer, certifying that the Projects have been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance will all applicable governmental requirements. Said Certificate may be executed by Developer's designated project architect only if Developer provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Developer with a written statement indicating in what respects Developer has failed to perform the relevant work in accordance with the provisions of this paragraph.

4.9 Recapture of Grant Funds. If the Developer does not comply with this Agreement, the Developer shall, within sixty (60) days of notice of default by the City, repay to the City the amount of any funds disbursed to Developer by the City for any uncompleted Project. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State, or local law.

4.10 Prevailing Wage. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. (the "Prevailing Wage Act"). The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx.

(a) Requirements of Contractors and Subcontractors. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Developer expressly agrees that any construction or rehabilitation work performed on the Property which is funded by public funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Developer agrees to require all contractors and subcontractors to comply with the requirements of this Agreement and the Prevailing Wage Act.

(b) Prevailing Wage Questions. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

(c) Certified Payroll. Developer shall ensure that all Contractors, and Subcontractors who are parties to contracts involving public works projects (820 ILCS 130/2) must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 et seq. as amended. Contractors, and Subcontractors must also submit a certification of the following to the best of their knowledge with each submission: (i) the records are true and accurate, (ii) the hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (iii) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Developer shall ensure that Contractors, and Subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: Office of Planning and Economic Development, City of Springfield, Illinois, 800 East Monroe, Room 108, Springfield, Illinois, 62701. The Developer will use the electronic E-Prism certified payroll reporting system for reports to the City.

(d) Prevailing Wage Notice and Cure. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the submitting party of the possible violation by certified mail. If the submitting party does not cure the violation or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City shall notify the Developer. If the Developer does not cure the violation or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

(e) Prevailing Wage Rate. It is a mandatory requirement upon the Developer or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

4.11 Disclosure of Information. Developer shall provide to the City the following:

(a) OSHA Violations. For the period of 5 years prior to the date of this Agreement, a complete, accurate, and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

(b) Apprenticeship. A statement from the Contractor performing work for the Project that they are participants in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

(c) Prevailing Wage Violations. A statement from the Contractor that each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two-year period immediately preceding the date of the Agreement.

4.12 Disadvantaged Youth. Developer will include in its operations a plan to include and provide for community engagement and opportunities for disadvantaged youth.

ARTICLE V
ADMINISTRATION OF TAX REVENUES, BONDING, AND DISBURSEMENTS

5.1 Establishment of Fund and Deposit of Revenues. Upon the Effective Date of the Agreement, the City agrees to create the Sports Complex Tax Incentive Fund with sub-funds entitled the Sales Tax Incentive Fund and Hotel Motel Tax Incentive Fund. Subject to the adoption of the ordinances under Section 3.3, the City hereby covenants and agrees to levy, collect, and deposit the revenue from the Sales Tax Incentive and Hotel Motel Tax Incentive into the applicable sub-fund within the Sports Complex Tax Incentive Fund within fifteen (15) days of its receipt thereof. The City agrees that all the monies in the Sports Complex Tax Incentive Fund and its sub-funds will be invested in accordance with the City's investment policies with all monies earned on those funds and accounts deposited into the respective sub-fund within the Sports Complex Tax Incentive Fund. Unless otherwise specified in a bond ordinance or indenture applicable to the Bonds, the City may distribute funds from either sub-fund of the Sports Complex Incentives Fund to pay Project Costs as specified herein or to make payments on the Bonds.

5.2 Issuance of Bonds. Upon request of Developer, the City will take such actions as are necessary to issue limited obligation Bonds that are secured by and are payable solely from all or a portion of the tax revenue identified in this Agreement that are generated through the Sports Complex Incentives collectively or the Hotel Motel Tax Incentive or Sales Tax Incentive individually ("Sports Complex Revenue Bonds" or "Bonds") in an amount necessary to ensure that after reservation or payment of Bond issuance costs, interest on Bonds, required reserves, and administrative expenses, proceeds of Thirty-Three Million Five Hundred Thousand Dollars ($33,500,000) in Development Assistance is available to pay for Construction Costs as incurred. The Sports Complex Revenue Bonds may be tax-exempt or taxable as warranted and issued at various times in multiple series, with the approximate times and amounts as agreed by the Parties. The terms and conditions of the Bonds shall be subject to the approval of the City. Upon the issuance of Bonds, the City agrees that the tax revenue from the Sports Complex Incentives of the applicable sub-fund shall be allocated, deposited, and segregated as required under the applicable bond ordinance or any associated indenture. The City further agrees that control of the Sports Complex Tax Incentive Fund and/or its sub-funds will be vested as specified in the applicable bond ordinance or associated indenture. The City shall deposit all the proceeds from the issuance and sale of Bonds in the fund or funds specified in the applicable bond ordinance and associated indenture. Bond proceeds in the specified funds and accounts will be invested in accordance with the City's investment policies with all monies earned on those funds and accounts deposited in accordance with the respective bond ordinance. Any Bonds issued as contemplated herein shall provide that the holder of any such Bond shall not have the right to compel any exercise of the taxing power of the City, the State of Illinois, or any political subdivision of the State and that such Bonds shall not constitute an indebtedness or loan of credit of the City, the State of Illinois, or any political subdivision of the State.

5.3 Allocation and Distribution of Funds. The City shall distribute the funds in the Sports Complex Tax Incentive Fund, to make payments, including interest on debt and financing expenses, on any outstanding Bonds pursuant to a separate Bond ordinance and to reimburse Developer for Project Costs incurred by Developer to the extent such Project Costs are properly submitted to the City for reimbursement as provided herein. When calculating the Sales Tax Incentive on a monthly basis, the Sales Tax collected for the month will be reduced by 1/12 of the Sales Tax Incentive Base. If the Sales Tax for any month is less than 1/12 of the Sales Tax Incentive Base, the shortfall will be repaid from subsequent monthly Sales Tax Incentive payments until repaid in full. Developer acknowledges that all amounts due under this Agreement shall be payable solely from the Sports Complex Incentives. Developer further acknowledges that that City's obligations under any Bonds shall constitute limited obligations and do not now and shall never constitute a general indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to pecuniary liability of the City or a charge against its general credit or taxing power.

5.4 Submission of Project Costs. Upon completion of a Project, Developer shall deliver to the City a request for reimbursement of Project Costs that contain the statements, representations, and certifications substantially in the form set forth in the requisition attached hereto as **Exhibit E** ("Disbursement Requisition"). In addition to the Disbursement Requisition completed and signed by an Authorized Representative of the Developer, Developer shall submit any and all documentation reasonably necessary to evidence and support the Project Costs (e.g., invoices, paid receipts, statements, lien waivers, canceled checks, and agreements) along with such other information as reasonably requested by the City in order for the City to approve and certify the Project Costs to be reimbursed hereunder. During the course of a Project, Developer may submit periodic requests for reimbursement of Project Costs in proportion to the work completed on the Project. Prior to receiving any Development Assistance under this Agreement, Developer must submit to the City the documentation set forth in Section 3.2 and any updates required thereunder. Project Costs shall only be reimbursed to Developer upon City approval and certification of the Project Costs.

5.5 City Approval of Project Costs. Within thirty (30) days of receipt of Developer's Disbursement Requisition and the supporting documentation reasonably necessary to evidence the Project Costs, the City shall either (i) approve and certify the total Project Costs, or (ii) notify Developer in writing of the disapproval of the requested reimbursement with an explanation of the reason for the disapproval so that Developer may cure any defects and resubmit the Disbursement Requisition and supporting documentation for reimbursement. Once the Disbursement Requisition is approved, the City shall within thirty (30) days of its approval reimburse or direct the trustee under the applicable bond ordinance or indenture to reimburse the Developer for the approved Project Costs from the appropriate fund or accounts to the extent of the available funds in that account. All payments with respect to Project Costs shall be made either directly to Developer or, if required by an applicable bond ordinance or indenture, to the title company, that will disburse the funds in accordance with Disbursement Requisition and any applicable escrow agreement among the parties.

5.6 Payment of Bonds. In the event that bonds are issued and subject to the provisions of the Bond Ordinance, payments of issuance costs, principal, interest, required reserves, administrative expenses, and redemption premiums, if any, shall be made at such time and in the manner set forth in the documents attendant to the issuance of the Bonds, including, but not limited to the applicable bond ordinances, bond purchase agreements, and trust indentures. Nothing herein shall be construed to amend, modify, limit, or supersede any provision, covenant, promise, or obligation set forth in the Bond documents or trust indentures.

5.7 Insufficiency of Revenues. In the event that the applicable tax revenues are insufficient to make payments as provided above, any amount allocated but unfunded shall accrue and carryover until sufficient tax revenue is available.

5.8 Accounting. The City shall prepare and deliver to Developer on a quarterly basis an accounting of the Sports Complex Tax Incentive Fund showing: (i) the amounts deposited into the Sports Complex Tax Incentive Fund and its sub-funds, (ii) itemization of all amounts paid or reserved from the Sports Complex Tax Incentive Fund and its sub-funds or any other funds related to the Sports Complex, (iii) the balance in the Sports Complex Tax Incentive Fund and its sub-funds, (iv) any due but unpaid amounts owed on any Bonds, and (v) any amounts for Project Costs submitted and approved for reimbursement but not yet paid. Additionally, the City will provide Developer with all reports and notices received from any trustee, bondholder, or underwriter of the Bonds, if any.

The Developer shall prepare and deliver to the City such accounting and financial information as may be reasonably required by the City, from time to time, but no less than twice per year, related to the construction, maintenance, and ongoing operation of the Sports Complex. This shall be in a form acceptable to the City.

5.9 Covenant Not to Encumber. In the event that the City Council adopts the tax incentive ordinances set forth in Section 3.3, then the City covenants and agrees that the revenue generated from Sports Complex Incentives will be used solely for the reimbursement or payment of Project Costs or the repayment of Bonds. During the term of this Agreement, the City may not use or encumber the Sports Complex Incentives or monies in the Sports Complex Tax Incentive Fund generated from the Sports Complex Incentives except to the extent provided herein to reimburse Developer for Project Costs, to issue Bonds, or repay Bonds.

ARTICLE VI
REPRESENTATIONS OF THE DEVELOPER

The Developer represents, warrants, and agrees as the basis for the undertakings on its part herein contained as follows:

6.1 Organization and Authorization. Developer represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

6.2 Non-Conflict or Breach. Developer represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

6.3 Certifications. The Developer certifies that:

(a) no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Developer (30 ILCS 500/50-10);

(b) in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Developer has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 during the five years prior to the date of this Agreement; and

(c) Developer is not delinquent in the payment of any tax administered by the IDOR or has entered into and is in compliance with an agreement with the IDOR for the payment of past due taxes.

The Developer acknowledges that the City shall declare this Agreement void if certification 6.3(b) is false.

ARTICLE VII
ADDITIONAL COVENANTS OF THE DEVELOPER

7.1 Developer's Existence; Operation of the Site. Developer and its successors and assigns will at all times during the term of the Agreement operate the Sports Complex so that it complies with the requirements of the Prevailing Wage Act for all construction projects during the term of the Agreement and operates in a professional manner following the customary and accepted industry practice to maintain a first-class sports tourism facility.

7.2 Indemnification Covenants. The Developer agrees for themselves, successors and assigns, to indemnify and save the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the improper conduct or management of, or from any work or thing done on, or any work or activity connected to the Property; (ii) any breach or default on the part of the Developer or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any improper act or omission, including negligence, of the Developer or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Developer or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Property or the Projects; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Developer, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Developer; (vi) any violation by the Developer of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Developer or any part of the Property; or (vii) any performance by the City of any act improperly requested by the Developer or its successors and assigns other than willful misconduct of the City. The Developer agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Developer, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Developer shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Developer.

7.3 Fees. The Developer will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Property, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

7.4 Use. Developer will use the Property consistent with the Plan adopted by the City.

7.5 Participate in Hearing. The Developer will participate in any public hearing(s) necessary for the implementation of the Plan as related to the Sports Complex.

7.6 Payment of Taxes. During the term of this Agreement, the Developer shall promptly pay all real estate taxes and sales taxes becoming due and owing, subject to the right of the Developer to contest such taxes.

7.7 Record Memo. The Developer will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Property is subject to the terms and conditions of this Agreement.

7.8 Conveyances. The Developer will not transfer or assign all or any part of its interest, except for: (1) collateral purposes when and if required by Developer's commercial lender, and (2) transfers between and among members or affiliates of Developer, and (3) transfers incident to the sale of the Property or to any change in control such as the sale of assets of the Developer, or merger or consolidation, without the express written consent of the Mayor or his/her designee, such consent not to be unreasonably withheld.

7.9 Insurance. The Developer agrees to maintain all necessary insurance with respect to the Property in sufficient amount to protect both the interests of the City and Developer. Developer and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

7.10 Maintenance and Repair. The Developer agrees that it shall at all times keep the improvements to be constructed on the Property in good repair, maintained in working order, and repaired in good fashion consistent with the terms of this Agreement.

7.11 No Damages for Delay. The Developer agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

7.12 Duty to Operate. The Developer shall throughout the term of this Agreement operate in the ordinary course of business and manage the Sports Complex in a professional manner following the customary and accepted industry practices to maintain a first class sports tourism facility. The failure to meet this requirement shall constitute a material breach of this Agreement and will be subject to the provision of Section 11.1 (b).

ARTICLE VIII
COMMENCEMENT AND COMPLETION

8.1 Commencement and Completion. Developer shall cause all Projects to be commenced and to be prosecuted with due diligence and in good faith, and without delay upon submission of final Plans, subject to Article 13 of this Agreement. Developer shall cause all Projects to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Property including all environmental statutes and regulations. Developer will complete construction on the Indoor Project and Outdoor Project as provided for in section 4.3 of the Agreement. The Outdoor Project shall consist of the construction of 8 multipurpose artificial turf fields (each multipurpose field is capable of conversion to 1 full soccer field or 2 youth baseball) with parking, facilities, and amenities capable of hosting tournament class events. The Indoor Project will consist of the construction of at least a one hundred fifty thousand (150,000) square foot air structure that will house at least 6 basketball courts convertible to 12 volleyball courts and a multipurpose field convertible from a full soccer fields to 2 youth baseball with amenities capable of hosting tournament class events at the Sports Complex. Developer will commence construction on the Indoor Project within six (6) months of starting construction on the Outdoor Project, subject to approval of the plans by the City. Developer anticipates completion of the Indoor Project and Outdoor Project within twenty-four (24) months from the commencement of construction subject to delays in construction.

8.2 Contract Prohibitions. Unless otherwise previously agreed by the City in writing, all contracts let by Developer or Developer contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

8.3 Future Field House. The Developer has evaluated constructing and operating a one hundred thousand (100,000) square feet or larger indoor facility dedicated to basketball and volleyball and determined that it is not financially feasible at this time. The Developer is setting aside eight (8) acres of land for the future construction of such a field house should it become economically feasible within five (5) years of the opening of the Sports Complex. No Sports Complex Incentives established under the terms of this Agreement (Sections 2.2(a), 2.2(b) and 2.2(c)) may be used to construct or operate the Future Field House without the approval of the Mayor and City Council.

ARTICLE IX
LIABILITY INSURANCE

Prior to any disbursement from the Development Assistance and during the construction of the Projects, Developer or Developer's contractor, as applicable, shall procure and deliver to the City and shall maintain in full force and effect until the completion of the Project, a policy or policies of comprehensive liability insurance and during any period of construction, demolition, and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars ($1,000,000) each occurrence and Three Million Dollars ($3,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Developer against any liability incidental to the use of or resulting from any accident occurring in or about the Property or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to the City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

ARTICLE X
RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right from time to time during business hours upon prior reasonable notice to enter upon the Property for the purposes of inspection provided that the City and its agents shall not interfere with the work and shall abide by the rules of the Developer or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore to the City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Developer in writing of same and the Developer shall cause such deficiency to be corrected.

ARTICLE XI
EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default. The following shall constitute Events of Defaults with respect to this Agreement:

(a) Representations. If any material representation made by the Developer or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

(b) Breach. A material breach in the performance required herein of any covenant, warranty, or obligation of a party to this Agreement, or in any other instrument executed by the Developer to the benefit of City and continuance of such default or breach without reasonable efforts to cure the default for a period of sixty (60) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

(c) Involuntary Bankruptcy. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding- up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(d) Voluntary Bankruptcy. The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Developer or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Developer in furtherance of any of the foregoing.

11.2 Remedies on Default.

(a) Specific Performance or Damages. Upon the occurrence of any Event of Default, the non-defaulting party may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. The parties hereto hereby waive any right to claim: consequential, exemplary, equitable, loss of profits, punitive, or tort damages.

(b) Restore Positions. In case any party hereto shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Developer and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the City shall continue as though no such proceeding have been taken.

(c) Attorney's Fees and Expenses. In the event either party should default under any of the provisions of this Agreement and the non-defaulting party incurs expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefore pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

(d) Discontinue Sports Complex Incentives. In the event that the Developer or its successors fails to operate the Sports Complex in the normal course of business during the term of the Agreement and such failure to operate continues for sixty (60) days after notice from the City, then the City may discontinue Sports Complex Incentives and Development Assistance.

11.3 Non-Payment of Real Estate Taxes or Sales Taxes. In the event that real estate taxes or sales and use taxes owed by the Developer are not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Development Project Area in which the Property is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or make payment of the real property taxes due and owing on the Property. The amounts so advanced by the City shall be immediately due and owing from the Developer to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Property for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment.

ARTICLE XII
OTHER RIGHTS AND REMEDIES OF CITY
NO WAIVER BY DELAY

12.1 No Waiver by Delay. Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Article because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Article be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Article or with respect to any defaults under any Article in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

12.2 Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

ARTICLE XIII
DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Projects for development or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Developer with respect to completion of the Project, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Article within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

ARTICLE XIV
EQUAL EMPLOYMENT OPPORTUNITY

The Developer, for itself and its successors and assigns, agree that during the completion of the Project provided for in this Agreement that the following will apply:

14.1 Non-Discrimination. The Developer and/or its contractor will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Developer and/or its contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Developer and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

14.2 Advertising. The Developer and/or its contractor will in all solicitation or advertisements for employees placed by or on behalf of the Developer or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

14.3 Non-Compliance. In the event of the Developer non-compliance with the non-discrimination clause of this Article, the City may cancel, terminate or suspend this Agreement in whole or in part.

14.4 Mandatory Inclusions of Provisions. The Developer shall include the provisions of Sections 14.1 and 14.2 in every contract or purchase order and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

ARTICLE XV
TITLES OF ARTICLES AND ARTICLES

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

ARTICLE XVI
CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

ARTICLE XVII
DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

ARTICLE XVIII
SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

ARTICLE XIX
WRITTEN AMENDMENT REQUIRED
ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit(s) hereto contain the entire agreement between the parties.

ARTICLE XX
NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States

Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to:

Office of Planning and Economic Development
800 East Monroe Street, Room 107
Springfield, IL 62701

With a copy to:

City's Corporation Counsel
Office of Corporation Counsel
Room 313 Municipal Center East
800 East Monroe Street
Springfield, IL 62701

If to Developer:

Legacy Park Sports, LLC
3201 South Meadowbrook Road, Suite B
Springfield, IL 62711

With a copy to:

Michael G. Horstman Jr.
Sorling Northrup
1 North Old State Capitol Plaza, Suite 200
P. O. Box 5131
Springfield, IL 62705

Any party may add additional addresses or change its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

ARTICLE XXI
BINDING EFFECT

The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

ARTICLE XXII
GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and Developer voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Developer. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily, and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.

ARTICLE XXIII
COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:	**CITY:**
	CITY OF SPRINGFIELD, ILLINOIS a Municipal Corporation
By: ____________________________ Frank Lesko, City Clerk	By: ____________________________ James O. Langfelder, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, the undersigned, a Notary Public, in and for said County, if the State aforesaid, DO HEREBY CERTIFY that **James O. Langfelder**, personally known to me to be the Mayor of the City of Springfield, and **Frank Lesko**, personally known to me be the City Clerk of Springfield, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and City Clerk, they signed and delivered the said instrument as Mayor and as City Clerk of said Municipal Corporation, and caused the seal of said Municipal Corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the City of Springfield for the uses and purposes therein set forth.

Given under my hand and notarial seal, this ______ day of _______, 2023.

Notary Public

DEVELOPER:

LEGACY PARK SPORTS, LLC, an
Illinois Limited Liability Company

By: ________________________________
Stephen M. Luker, Manager

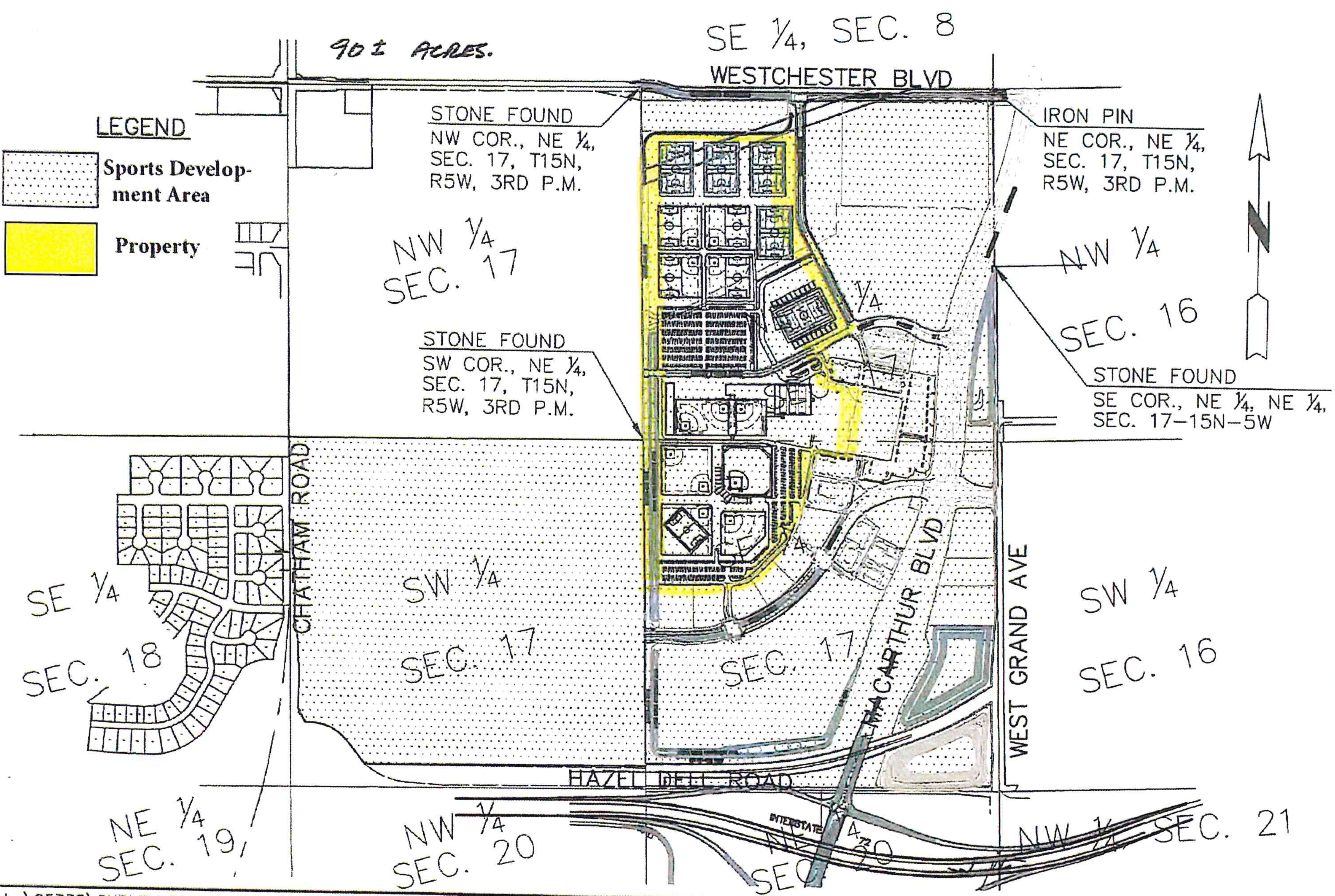
STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

On this ___ day of _____________, 2023, before me personally appeared **Stephen M. Luker**, known to me to be the person who executed the above and foregoing Development Agreement and who this day represented to me that he is a Manager for Legacy Park Sports, LLC, an Illinois limited liability company, is duly authorized to execute this Development Agreement and executed this Development Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

____
Notary Public

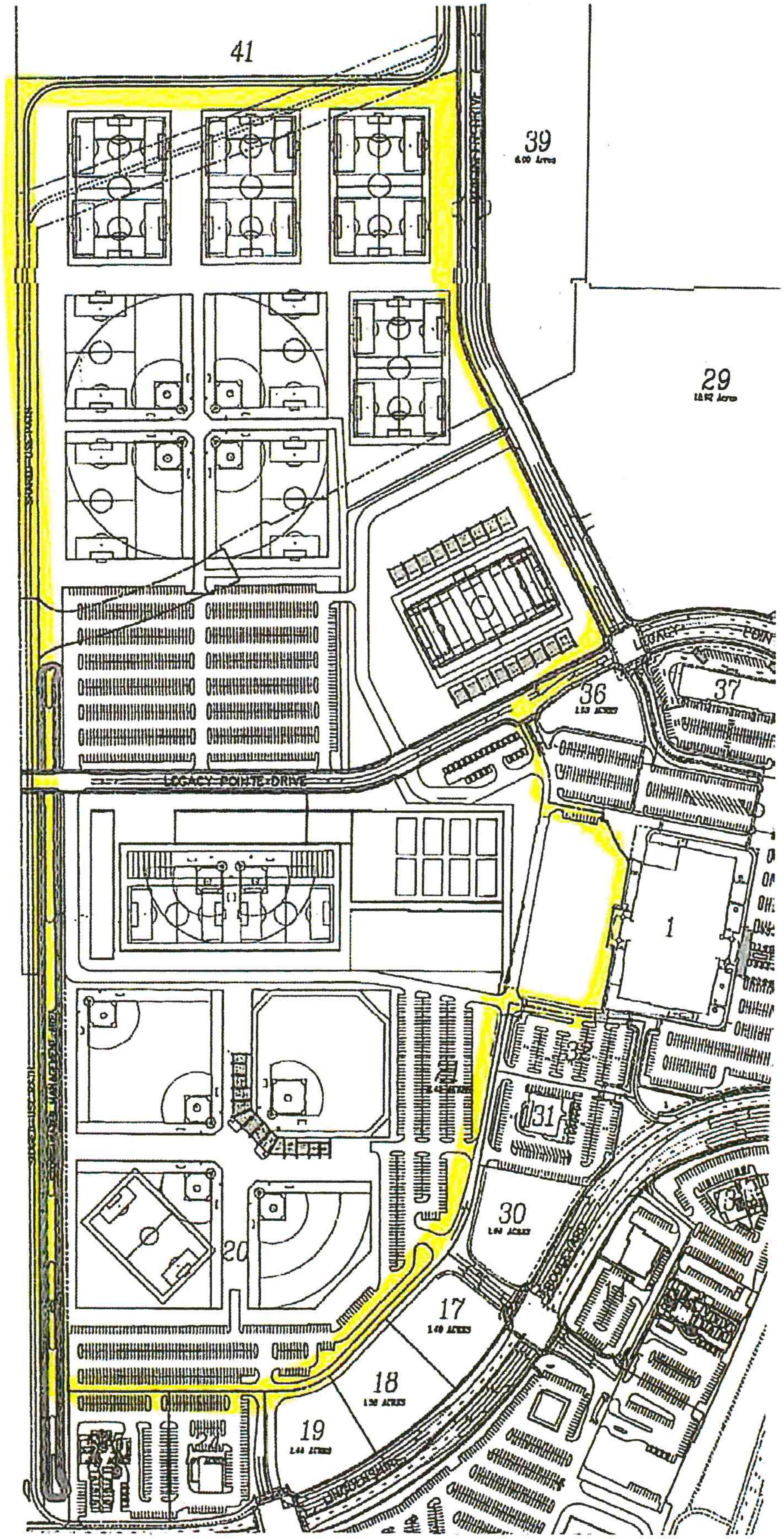
FOR: LEGACY POINTE DEVELOPMENT COMPANY, LLC
ATTN: STEVE LUKER

MEC
MARTIN ENGINEERING COMPANY of Illinois



G:\jobs\05335\SURVEY DEPARTMENT\Legals\V-XHBT-BNFS-DIST 10-19-20.dwg EXHIBIT

EXHIBIT B



FACILITY PROGRAM & OPINION OF COST

In consideration of the information above, SFA has created a facility program and opinion of cost based on research, analysis, knowledge of the regional market, and the Project Team's vision for the complex as communicated to SFA during the Business Development Planning Session. The assets included in the facility program are the spaces that SFA believes have the potential to meet the definitions of success as outlined by the project team.

Facility Program

The overall facility features an indoor athletic facility that is approximately 122,000 square feet and includes the following spaces

- Court Area
  - Eight hardwood basketball courts
  - 16 hardwood volleyball courts (cross-lined over basketball courts)
- Family Entertainment/Adventure Area
  - 10,000 square feet of entertainment space
- Flex Space
  - Tournament and event support spaces (lobby, control room, ticket office, office areas, kitchen, classrooms, mezzanine, etc.)

The facility program details for the indoor facility are demonstrated in the table below:

Indoor Athletic Facility

Space	Indoor Programming Product/Service	Count	Dimensions L (')	Dimensions W (')	Approx. SF each	Total SF	% of Footprint
Courts	Basketball Courts (actual courts 84' x 50')	8	104	80	8,320	66,560	54.7%
	Volleyball Courts	16	60	30	Over Basketball Courts		0.0%
	Total Court Sq. Ft.					66,560	54.7%
FEC/ Adventure	FEC/Adventure	1	-	-	10,000	10,000	8.2%
	Total FEC/Adventure Sq. Ft.					10,000	8.2%
Flex Space	Lobby/Welcome Area	1	50	40	2,000	2,000	1.6%
	Control Room	1	15	10	150	150	0.1%
	Ticket Office	1	10	10	100	100	0.1%
	Manager's Office	3	15	10	150	450	0.4%
	Office Area	1	40	30	1,200	1,200	1.0%
	Kitchen	1	40	30	1,200	1,200	1.0%
	Café Seating Area	1	50	50	2,500	2,500	2.1%
	Flex/Team Rooms	3	60	25	1,500	4,500	3.7%
	Ref Rooms	2	15	10	150	300	0.2%
	Training Room	1	20	15	300	300	0.2%
	Restrooms	2	35	25	875	1,750	1.4%
	Mezzanine	1	400	16	6,400	6,400	5.3%
	Total Flex Space Sq. Ft					20,850	17.1%
	Required SF for Products and Services					97,410	80.0%
	Mechanical, Electrical, Storage, etc.				10% of P&S SF	9,741	8.0%
	Common Area, Stairs, Circulation, etc.				15% of P&S SF	14,612	12.0%
	Total Estimated Indoor Athletic Facility SF					**121,763**	100%
	Estimated Building Footprint					**109,586**	
	Total Building Footprint Acreage					**2.5**	

The indoor facility is anticipated to have an estimated building footprint of 109,586 square feet accounting for expected second floor space and cover a total of 2.5 acres, which does not include parking and set backs around the building. Those areas are outlined as part of the overall site for both the indoor and outdoor facilities.

In addition to the indoor spaces, the overall facility features an outdoor athletic facility that is approximately 46 acres and includes the following amenities:

- Baseball/Softball Fields
  - Four 400-foot synthetic turf baseball/softball fields
    - Each field is oversized to include the ability to accommodate one full-size multi-purpose field or two youth baseball/softball fields
  - Four 300-foot synthetic turf baseball/softball fields
    - Each field has the ability to accommodate one small-sided multi-purpose field
- Multi-Purpose Fields
  - Four full-size natural grass multi-purpose fields
  - Four full-size synthetic turf multi-purpose fields
- Primary and secondary support buildings
- Maintenance building

The facility program details for the outdoor facility are demonstrated in the table below:

Outdoor Athletic Facilities

Space	Programming Product/Service	Count	Dimensions L (')	Dimensions W (')	Approx. SF each	Total SF	% of Footprint
400' Baseball/Softball Fields	Regulation Field (with dugouts, warm-up, and viewing area)	4	400' Fence		193,600	774,400	38.4%
	Multi-Purpose Field	4	360	249	Over 400' Fields		0.0%
	Total 400' Baseball/Softball Fields Sq. Ft.					774,400	38.4%
300' Baseball/Softball Fields	Regulation Field (with dugouts, warm-up, and viewing area)	4	300' Fence		115,600	462,400	22.9%
	Multi-Purpose Field	4	249	165	Over 300' Fields		0.0%
	Total 300' Baseball/Softball Fields Sq. Ft.					462,400	22.9%
Multi-Purpose Fields	Natural Grass Field - (With 12' Apron)	4	384	249	95,616	382,464	19.0%
	Synthetic Turf Field - (With 12' Apron)	4	384	249	95,616	382,464	19.0%
	Total Outdoor Multi-Purpose Fields Sq. Ft.					764,928	37.9%
Support Buildings	Primary Support Building						
	Kitchen	1	30	30	900	900	0.0%
	Café w/ Seating/Lobby (Covered Pavilion)	1	50	50	2,500	2,500	0.1%
	Restrooms	2	25	20	500	1,000	0.0%
	Training Room	2	15	10	150	300	0.0%
	Check-In/Ticketing Office	1	10	10	100	100	0.0%
	Ref Rooms	2	10	8	80	160	0.0%
	Large Conference Room	1	40	25	1,000	1,000	0.0%
	Office/Control	1	20	20	400	400	0.0%
	Secondary Support Buildings	3	40	40	1,600	4,800	0.2%
	Press Box (Baseball Clover)	2	40	40	1,600	3,200	0.2%
	Total Support Buildings Sq. Ft					14,360	0.7%
Maintenance	Maintenance Buildings	1	40	30	1,200	1,200	0.1%
	Total Maintenance Sq. Ft.					1,200	0.1%
Total Estimated Outdoor Athletic Facilities SF						**2,017,288**	**100%**
Total Outdoor Athletic Facility Acreage						**46.3**	

The table on the following page demonstrates the additional site areas required to support the indoor and outdoor facility spaces related to parking, setbacks, green space, etc. and the total acreage reflected in the facility program.

Site Development

		Quantity	Dimensions L (')	Dimensions W (')	Approx. SF each	Total SF	% of Total
Parking Spaces Total	Parking Spaces Total (10'x18') (20' x 20' Inc. aisles)	1,927	20	20	400	770,820	21.0%
	Setbacks, Green Space, Trails, etc.				100% of SF	2,897,694	79.0%
Total Estimated Site Development SF						**3,668,514**	**100%**
Total Site Development Acreage						**84.2**	

Total Complex Acreage	**133.0**

Capital Costs and Start-up Expenses - Indoor Facility

	Details
<u>Building & Land Cost</u>	
Real Estate Acquisition	TBD
Land Cost Total	
<u>Hard Costs</u>	
Hard Structure Cost	Warm Shell (includes LED lighting)
Site Development	Paving, Grading, Utilities, Landscaping, Improvement Allocation for Indoor Facility
Contingency	
Hard Cost Total	
<u>Field and Sport Equipment Cost</u>	
Court Area	
Hardwood Court Flooring	
Basketball Net & Stanchion System	Mechanical Roll-Down System
Volleyball Net System	Electronic System (Nets, Poles, Padding, Etc.)
Wall Padding	
Scoreboards	With Controllers
Court Seats (Participants)	
Bleachers (Spectators)	Tip and Roll
Curtains (Court)	Mechanical Roll-Down System
Athletic Equipment	Sports Equipment (Cones, Balls, Etc.)
Turf Area	
Synthetic Turf Flooring	
Scoreboards	With Controllers
Benches (Participants)	
Bleachers (Spectators)	Tip and Roll
Goals	
Soccer	9v9
Soccer	6v6
Lacrosse	Lax
Netting (Field)	Perimeter, Netting, Dividers, Install, and Hardware
Batting Cages/Pitching Tunnels	75' x 15' Tunnel
Pitching Machines	
Athletic Equipment	Sports Equipment (Cones, Balls, Etc.)
Sports Performance Training Area	
Sports Performance Training Flooring	
Sports Performance Equipment	
Athletic Equipment	Sports Equipment (Cones, Balls, Etc.)
FEC	
Laser Tag	Area Build Out & Equipment
Redemption Arcade	Area Build Out & Equipment
Redemption Store	Area Build Out & Equipment
Virtual Reality	Area Build Out & Equipment
Voxel Augmented Reality	Area Build Out & Equipment
eSports	Area Build Out & Equipment
Ninja Warrior Course	Area Build Out & Equipment
Miscellaneous Equipment , POS, & PlayCard System	
Shipping & Tax	
Contingency	
Field and Sport Equipment Cost Total	
<u>Furniture, Fixtures and Equipment Cost</u>	

SFA SPORTS FACILITIES ADVISORY

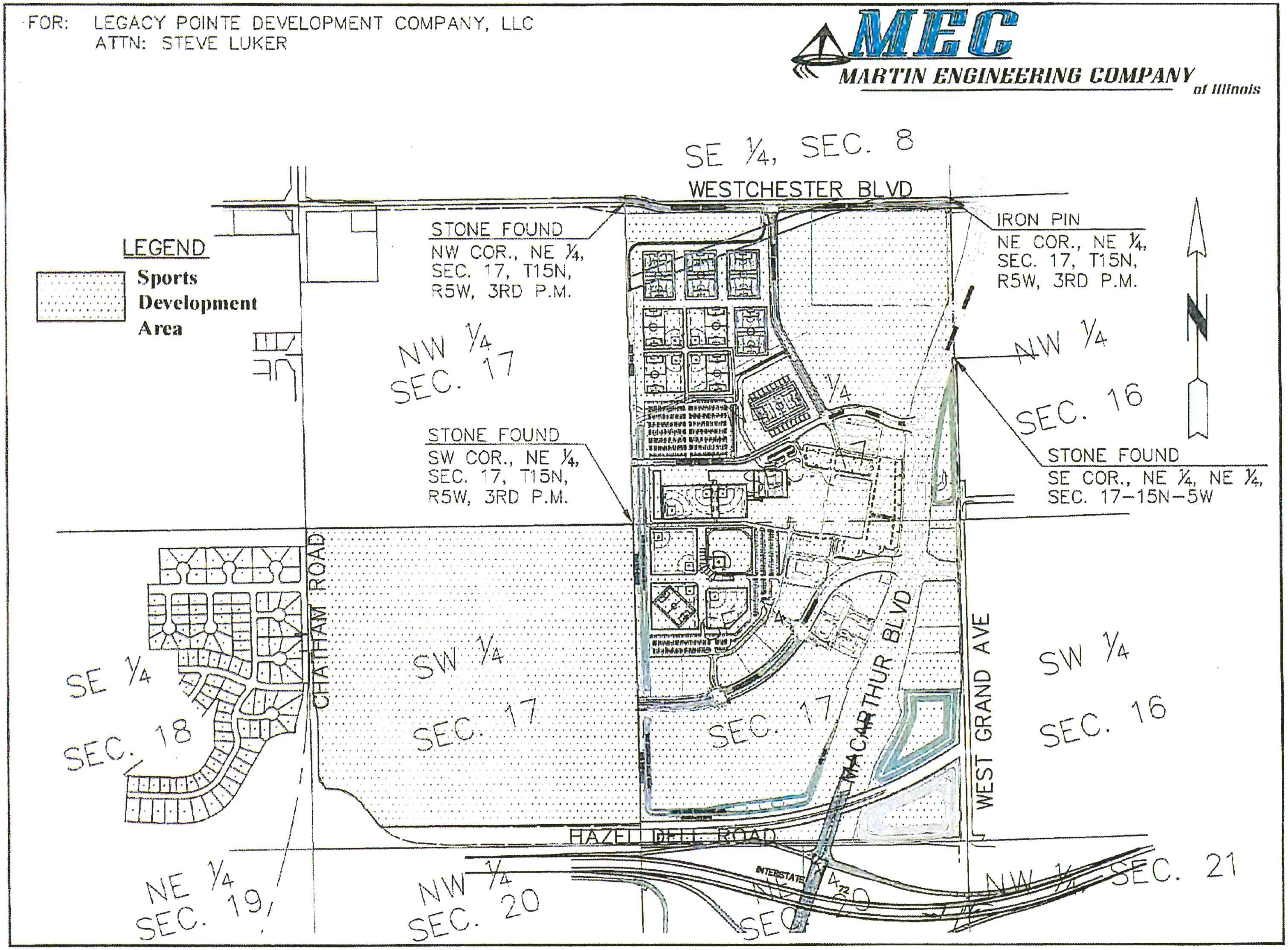
Capital Costs and Start-up Expenses - Outdoor Facility

	Details	Quantity
Building & Land Cost		
Real Estate Acquisition		92.0
Land Cost Total		
Hard Costs		
Site Development		
Support Buildings	Finished Modular Building with FF&E (Not Including F&B)	14,360
Site Development - Clearing, Prep, Grading, Utility Runs, Landscaping, etc.	Paving, Grading, Utilities, Landscaping, Improvement Allocation for Outdoor Facility	92.0
Fencing - Perimeter and Facility Control		1
Maintenance Building	Finished Modular Building	1,200
Contingency		
Hard Cost Total		
Baseball/Softball Fields		
Synthetic Turf Fields		
Synthetic Turf Fields	Turf with Full Installation	1,000,000
Grading		1,000,000
All Fields		
Field Lights		8
Scoreboard		8
Plate Bases and Anchors		8
Dugouts with Fountains		8
Foul Poles		8
Fencing and Backstop		8
L-Screens		8
Tri-Fold Screens		16
1B Screens		8
Ball Caddies		8
Portable Mounds		8
Bleachers		16
Shade Structures - Tension Fabric		16
Portable Fencing		4
Field and Sport Equipment	Signage, Helmets, Balls, Cages, etc.	8
Training Area Equipment	Bullpens, Batting Cages, Warm Up Areas, Etc.	1
Shipping & Tax		
Contingency		
Baseball/Softball Fields Cost Total		
Multi-Purpose Fields		
Synthetic Turf Fields		
Synthetic Turf Fields	Turf with Full Installation	382,464
Grading		382,464
Wash Down System		2
Natural Grass Fields		
Premium Natural Sports Turf	egional Hybrid with Full Prep and Installati	382,464
Grading		382,464
Drainage/Pipe		4
Irrigation		4
All Fields		
Field Lights	Material and Install	8

Capital Costs and Start-up Expenses - Soft Costs Operations

	Details	Cost/Unit
Soft Costs Operations		
Grand Opening		
Pre-Launch Professional Services	Legal, Accounting, Bank, Consulting	
Permits and Extensions		
Presentation Materials	Renderings, Etc.	
Interest on Construction Loan	100% Equity	
Marketing Allowance	Pre-Opening Marketing Budget	
Opening Support Services	Professional Management Support for Pre-Opening Operations Development and Post-Opening Stabilization Services	
Tournament and Event Business Development		
Pre-Funded Operational Account		
Pre-Opening Staff Budget	Staffing Cost Pre-Grand Opening	
Pre-Opening Staff Recruitment		
Working Capital Reserve		
Contingency		
Total Construction Costs - Soft Cost Operations		

EXHIBIT D



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MEC
MARTIN ENGINEERING COMPANY of Illinois
CONSULTING ENGINEERS/LAND SURVEYORS
(ILLINOIS PROFESSIONAL DESIGN FIRM NO. 184-004556)
3223 S. MEADOWBROOK RD., SPRINGFIELD, ILLINOIS 62711
Phone : (217) 698-8900, Fax : (217) 698-8922, E-Mail : mecmail@martinengineeringco.com

BUSINESS DISTRICT LEGAL DESCRIPTION

Part of the Southwest Quarter and the East Half of Section 17, part of the Southeast Quarter of Section 8, part of the West Half of Section 16, part of the Northwest Quarter of Section 21, part of the North Half of Section 20, part of the Northeast Quarter of Section 19, and part of the Southeast Quarter of Section 18, all in Township 15 North, Range 5 West of the Third Principal Meridian, Sangamon County, Illinois. Being more particularly described as follows:

Beginning at a stone at the Southwest Corner of the Northeast Quarter of said Section 17, thence North 01 degrees 05 minutes 12 seconds West on the West line of said Northeast Corner, a distance of 2658.76 feet to a stone at the Northwest Corner of said Northeast Quarter; thence North 01 degrees 04 minutes 34 seconds West, a distance of 57.22 feet to a point; thence North 88 degrees 55 minutes 26 seconds East, a distance of 95.29 feet to a point; thence South 75 degrees 27 minutes 23 seconds East, a distance of 218.98 feet to a point on the North line of said Northeast Quarter; thence North 89 degrees 15 minutes 01 seconds East on said North line, a distance of 2332.78 feet to an iron pin at the Northeast Corner of said Northeast Quarter; thence South 01 degrees 00 minutes 49 seconds East on the East line of said Northeast Quarter, a distance of 1331.30 feet to a stone at the Northeast corner of the Southeast Quarter of said Northeast Quarter; thence North 88 degrees 05 minutes 45 seconds East on the North line of the Southwest Quarter of the Northwest Quarter of said Section 16, a distance of 16.50 feet to an iron pin on the East Right of Way line of West Grand Avenue; thence South 01 degrees 14 minutes 44 seconds East on said East Right of Way line, a distance 1330.78 feet to a point on the North line of the Southwest Quarter of said Section 16; thence North 88 degrees 05 minutes 54 seconds East on said North line, a distance of 24.99 feet to a point; thence continuing on said East Right of Way line South 01 degrees 10 minutes 00 seconds East, a distance of 1107.95 feet to a point; thence South 01 degrees 10 minutes 12 seconds East, a distance of 1589.03 feet to a point; thence South 88 degrees 46 minutes 21 seconds West, a distance of 112.03 feet to a point on the South Right of way line of Hazel Dell Road; thence North 85 degrees 44 minutes 16 seconds West on said South Right of Way line, a distance of 236.08 feet to a point; thence continuing on said South Right of Way line South 89 degrees 27 minutes 26 seconds West, a distance of 2339.67 feet to a point on the West line of the Northeast Quarter of said Section 20; thence continuing on said South Right of Way line South 89 degrees 23 minutes 01 seconds West, a distance of 2957.43 feet to a point on a curve concave to the West, having a radius of 6458.53 feet; thence Northeasterly on said curve left, a chord bearing of North 09 degrees 27 minutes 11 seconds East, a chord distance of 1002.60 feet to an iron pin at the end of said curve; thence North 04 degrees 43 minutes 12 seconds East on the West Right of Way line of Chatham Road, a distance of 62.68 feet to an iron pin; thence continuing on said West Right of Way line North 14 degrees 45 minutes 49 seconds East, a distance of 252.50 feet to an iron pin at the beginning of a curve concave to the West, having a radius of 6552.72 feet; thence continuing on said West Right of Way line Northerly on said curve left, a chord bearing of North 02 degrees 10 minutes 56 seconds East, a chord distance of 14.04 feet to an iron pin at the end of said curve; thence North 01 degrees 35 minutes 24 seconds West, a distance of 111.61 feet to an iron pin; thence continuing on said West Right of Way line North 00 degrees 55 minutes 07 seconds West, a distance of 699.74 feet to an iron pin; thence North 00 degrees 56 minutes 13 seconds West, a distance of 400.54 feet to a point on the North line of the Southeast Quarter of said Section 18; thence North 89 degrees 09 minutes 55 seconds East on said North line, a distance of 53.72 feet to a point at the Northwest corner of the Southwest Quarter of said Section 17; thence North 89 degrees 20 minutes 23 seconds East on said North line, a distance of 2642.09 feet to the point of beginning. Containing (21,606,422.64 square feet) 496.015 acres, more or less.

EXHIBIT E

DISBURSEMENT REQUISITION

TO: The City of Springfield under Development Agreement effective __________, 202_ ("Agreement"), by and between the City of Springfield, Illinois and Legacy Park Sports, LLC ("Developer").

Pursuant to Article V of the Agreement, the undersigned hereby requests disbursement of funds from the appropriate account of the Sports Complex Tax Incentive Fund directly to Developer for reimbursement of the following expenses

Vendor	Amount	Purpose

Developer hereby certifies:

(a) that each request herein has been properly incurred, is a proper charge against the Sports Complex Tax Incentive Fund, and has not been the basis of any previous requisition;

(b) that all amounts previously disbursed and to be disbursed pursuant to such requisition are for the costs of the Project (as defined in the above-mentioned Agreement);

(c) that except for the amount, if any, stated above in this certificate to be due for services or materials to the particular supplier, there is no outstanding indebtedness to the particular supplier known to the person signing this certificate, after due inquiry, which is now due for labor, wages, materials, supplies or services in connection with such construction, which, if unpaid, might become the basis of any lien upon the Project;

(d) that no vendor's, mechanic's, laborer's, materialmen's or other lien which has not been discharged of record, have been filed with respect to the Project or any part thereof;

(e) that no Event of Default exists under the Agreement; and

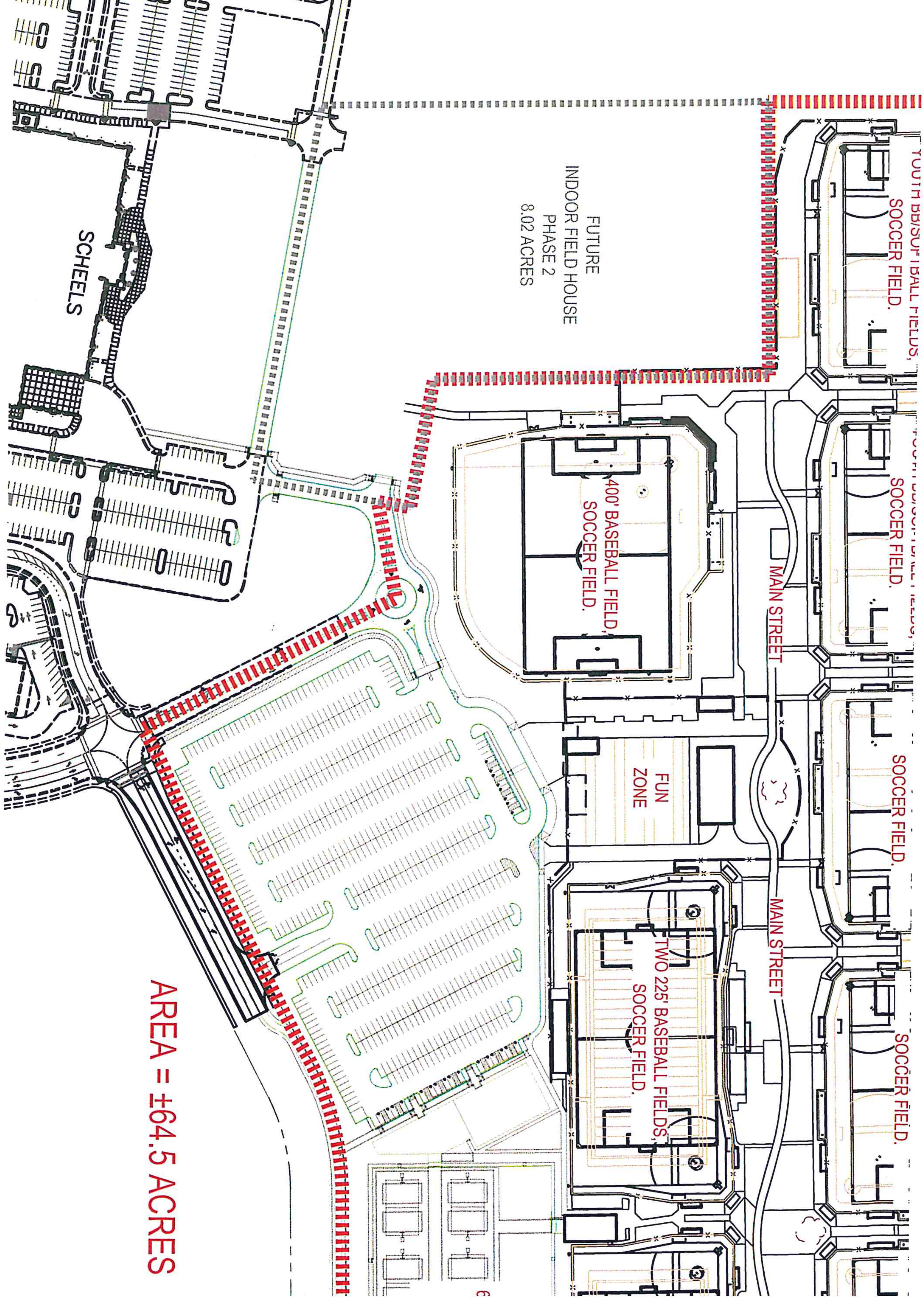
(f) that attached hereto are documentation reasonably necessary to evidence and support the expenditures requested hereby including, as appropriate, invoices, paid receipts, statements, lien waivers, canceled checks, agreements, or other information.

This Disbursement Requisition is being made without prejudice to any rights against third Parties which exist as of the date hereof or which may subsequently come into being.

LEGACY PARK SPORTS, LLC

By: ____________________________________
Its Authorized Representative

EXHIBIT F


SCHEELS
FUTURE
INDOOR FIELD HOUSE
PHASE 2
8.02 ACRES
SOCCER FIELD.
400' BASEBALL FIELD,
SOCCER FIELD.
SOCCER FIELD.
MAIN STREET
FUN
ZONE
SOCCER FIELD.
MAIN STREET
TWO 225' BASEBALL FIELDS,
SOCCER FIELD.
SOCCER FIELD.
AREA = ±64.5 ACRES

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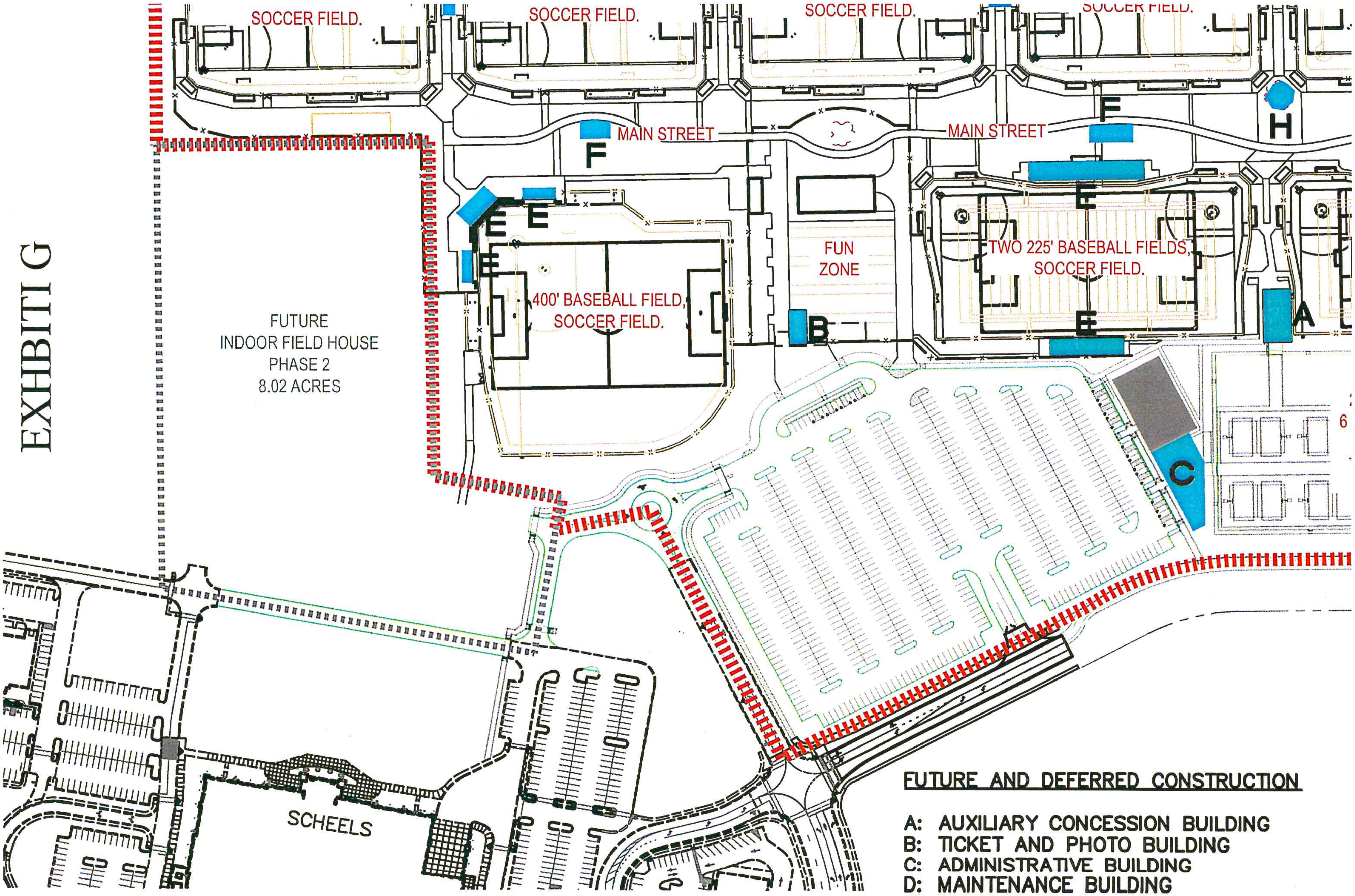

FUTURE AND DEFERRED CONSTRUCTION

A: AUXILIARY CONCESSION BUILDING
B: TICKET AND PHOTO BUILDING
C: ADMINISTRATIVE BUILDING
D: MAINTENANCE BUILDING
E: STADIUM SEATING FOR CHAMPIONSHIP FI
F: SHADE STRUCTURE PAVILIONS
G: ADDITIONAL BATTING CAGES
H: ADDITIONAL PLAYGROUND

ORDINANCE FACT SHEET

REQUEST FORM NO:
DATE OF 1ST READING: 4/5/23

OFFICE REQUESTING: Mayor
CONTACT PERSON:
PHONE NUMBER:

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: ıendment of development agreeme
FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LEGACY PARK SPORTS, LLC, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

amendment of ord 205-05-21

CONTRACTOR / VENDOR NAME: VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: (Original amount if change order) | Change Order # | Additional Amount

Method of Purchase (check one)

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Previous Ord #'s

Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

AN ORDINANCE ACCEPTING AN AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS, AND LEGACY PARK SPORTS, LLC, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

SIGN OFF:

(Mayor's Signature) (Director of OBM)

S:\Linda\fact sheet 2023 amendment of the legacy point redevlop agreement.xlsxfact sheet 2023 amendment of the legacy point redevlop agreement.xlsx

The information supplied on this form is not confidential information.

Revised 5/26/04